



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, March 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

Individuals who require accommodations, auxiliary aids, or services necessary to participate in this meeting should contact the City Clerk's Office at (559) 684-4200 or cityclerk@tulare.ca.gov. The e-mail subject line should read "ADA Accommodation Request" or "Language Assistance" and the e-mail should include your name, address, telephone number, and a description of the request.

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** - Susan Henard, Pastor of River Valley Church, to deliver an invocation.
3. **PROCLAMATIONS & RECOGNITIONS**
 - 3.1 **California Parks & Recreation Society (CPRS) Awards of Excellence Presentation.**
4. **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.
5. **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.
6. **COUNCIL REPORTS AND ITEMS OF INTEREST**
7. **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.
 - 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 March 3, 2026. [M. Wilcox]
 - 7.3 **Economic Development Updates.**
Recommended Action: Receive an update on economic development activities. [J. Gomez]
 - 7.4 **Notice of Completion – EN0095 Academy & Apricot Improvements.**
Recommended Action: Accept as complete the contract with Dawson-Mauldin, LLC, of Selma, CA, for work on Project EN0095 – Academy & Apricot Improvements; and authorize the City Engineer to sign the Notice of Completion and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder's Office. [M. Miller]
 - 7.5 **Fiscal Year 2026 Position Control Budget and Salary Schedule Amendment.**
Recommended Action: Adopt a resolution amending the City's Fiscal Year 2026 Position Control Budget (PCB) and Salary Schedule to update certain classification titles, establish the Deputy City Engineer classification and associated salary range, convert a Plans Examiner to an Engineering Assistant, designate certain fire classifications as flexibly allocated, and

authorize the City Manager, or designee, to update the PCB and Salary Scheule accordingly.
[J. Venegas]

7.6 Award of Vehicle Purchases.

Recommended Action: Award the purchase of four new/unused 2026 Chevrolet Equinox and one new/unused 2026 Chevrolet Silverado to National Auto Fleet Group of Watsonville, CA using Sourcewell Contract No. 081325-NAF in the amount of \$182,081.15. [T. Whitfield]

7.7 Acceptance of Community Cleanup and Employment Pathway Grant Funds.

Recommended Action: Adopt a resolution authorizing the City Manager or designee to accept Community Cleanup and Employment Pathway (CCEP) grant funds in the amount of \$210,000 and execute agreements and all other applicable documents with the California Department of Transportation for the West Tulare Alleyway Beautification and Workforce Initiative Project. [M. Correa]

8. 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.

8.1 Emergency Shelter Services Agreement.

Recommended Action: Approve and authorize the City Manager to execute the revised emergency shelter services agreement with Lighthouse Rescue Mission (“LRM”) regarding the City’s emergency shelter project for the term June 1, 2026 through May 31, 2029. [M. Zamora]

8.2 First Reading of Ordinance Regarding EV Charging Station Permit Process.

Recommended Action: Pass-to-print an ordinance approving the addition of Section 120of Chapter 4 of Title 4 of the Tulare Municipal Code providing a streamlined permitting process for electric vehicle charging stations in accordance with California Government Code section 65850.7. [M. Zamora]

8.3 Provide Direction on Councilmember Sigala’s Previously Submitted Agenda Items.

Recommended Action: Postpone amending the City’s Truck Route Ordinance as part of the General Plan Update to commence in January 2027 and continue to explore establishment of the Community Garden and Arts Center as part of the Downtown Mixed-Use Project. [M. Mondell]

9. FUTURE AGENDA ITEMS - NONE SUBMITTED

9.1 City Council Review Process for Contracted City Attorney Legal Counsel Services.

Recommended Action: Direct staff to add to a future agenda or take no action.

Submitted By: Mayor Isherwood

9.2 Recognition and Honoring Radio Louie.

Recommended Action: Direct staff to add to a future agenda or take no action.

Submitted By: Vice Mayor Harrell

10. STAFF UPDATES

11. RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING

11.1 Conference with Real Property Negotiations (Gov. Code § 54956.8)

Property: APN 191-050-073 (653 E. Paige Avenue)

Agency Negotiators: City Attorney Zamora, City Manager Mondell, Assistant City Manager Gaffery, City Engineer Miller

Negotiating Parties: Shirley Coelho as Trustee of the Lawrence and Shirley Coelho 1995 Revocable Trust U/D/T Dated October 16, 1995

Under Negotiation: Price and terms of payment

12. RECONVENE FROM CLOSED SESSION

13. 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.

14. ADJOURNMENT

The next regularly scheduled meeting of the Tulare City Council is Tuesday, April 7, 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 at www.tulare.ca.gov.

POSTED: Friday, March 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: March 17, 2026 Agenda Memo
Date: March 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** - Susan Henard, Pastor of River Valley Church, to deliver an invocation.
3. **PROCLAMATIONS & RECOGNITIONS** [Time Estimate: 5:35 p.m.]
 - 3.1 **California Parks & Recreation Society (CPRS) Awards of Excellence Presentation.**
4. **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: 5:45 p.m.]
5. **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: 5:55 p.m.]
6. **COUNCIL REPORTS AND ITEMS OF INTEREST** [Time Estimate: 5:55 p.m.]

7. **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: 6:00 p.m.]

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 March 3, 2026. [M. Wilcox]

7.3 **Economic Development Updates.**

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

Summary: Attached is the February 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.

7.4 **Notice of Completion – EN0095 Academy & Apricot Improvements.**

Recommended Action: Accept as complete the contract with Dawson-Mauldin, LLC, of Selma, CA, for work on Project EN0095 – Academy & Apricot Improvements; and authorize the City Engineer to sign the Notice of Completion and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder’s Office. [M. Miller]

Summary: Capital Improvement Project No. EN0095 involved the full rehabilitation of streets north of San Joaquin Avenue, between Gem and Blackstone Streets. It reconstructed the affected streets and made ADA compliance upgrades to intersection curb returns and alley/sidewalk intersections within the project area. The project also aimed to improve water,

sewer, and storm drain systems within these boundaries. It was approved as part of the City's 2023-2028 CIP program budget.

On April 16, 2024, City Council awarded a contract to Dawson-Mauldin, LLC., of Selma, CA, in the amount of \$9,931,683.

Fiscal Impact & Funding Source(s): The project was funded through Fund 021 – Measure R Local, Fund 022 – Gas Tax (HUTA), Fund 122 – Gas Tax (RMRA), Fund 610 – Water CIP Fund, Fund 615 – Sewer/Wastewater CIP Fund, Fund 647 – Surface Water CIP Fund, CDBG Funding.

A summary of contract costs is as follows:

Approved Contract Amount:	\$ 9,931,683.00
Contract Change Orders:	\$ 248,541.47 (2.5%)
Total Construction Contract Cost:	\$ 10,180,224.47

Additional work included removing conflicting shallow water main, making design and construction adjustments due to an unknown electrical duct bank, removing and installing slurry backfill, grinding and overlaying asphalt, and stripping. Several bid items were not fully paid, while others exceeded the initial estimate. To address these discrepancies, all items are now guaranteed to be completed at 100%. Because more items ran over than under, the bid items were adjusted to balance the totals, and the contractor was compensated through a balancing change order.

All work required of Dawson-Mauldin, LLC., under this contract, has been completed in accordance with the approved plans and specifications. The contractor has also provided the required Maintenance Bond in the amount equal to 10% of the final contract amount.

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 - Should Council deny the request to accept the contract with the contractor as complete, the City will be prevented from releasing the retention payment owed to the Contractor and from filing a notice of completion with the County. This will postpone the start of the 1-year maintenance bond on the project. Without specific written findings justifying the delay in payment, the City could open itself up to litigation for damages caused by the delay; or 3) Table.

7.5 Fiscal Year 2026 Position Control Budget and Salary Schedule Amendment.

Recommended Action: Adopt a resolution amending the City's Fiscal Year 2026 Position Control Budget (PCB) and Salary Schedule to update certain classification titles, establish the Deputy City Engineer classification and associated salary range, convert a Plans Examiner to an Engineering Assistant, designate certain fire classifications as flexibly allocated, and authorize the City Manager, or designee, to update the PCB and Salary Schedule accordingly. [J. Venegas]

Summary: The City is continuously recruiting for vacant positions identified within the adopted Fiscal Year 2026 Budget. Staff regularly review job classification titles and specifications to ensure classifications align with current industry standards and departmental operational needs. In order to attract and retain qualified applicants, certain job classifications require updates to better reflect the external labor market, the position’s current responsibilities, and the City’s workforce needs.

As a result of this review, several job classifications are required to be updated in the PCB and Salary Schedule.

Classification Title Changes

The following require updates to the PCB and Salary Schedule to remove classifications that are no longer used, to correct title inconsistencies, and to re-title certain classifications:

<u>Current Classification</u>	<u>Corrected Classification</u>
Building Technician	Delete – End dated 3/6/2023
Community Service Officer	Community Services Officer
Parks Maintenance Manager	Parks Manager
Park Ranger	Parks Ranger
Permit Center Coordinator	Permit Center Supervisor
Principal Accountant	Accounting Manager
Street Maintenance Crew Leader	Streets Maintenance Crew Leader
Street Maintenance Worker	Streets Maintenance Worker
Street Maintenance Manager	Streets Manager
Street Supervisor	Streets Supervisor
Street Sweeper Operator	Delete – End dated 12/30/2022
Water & Wastewater Collection Utility Manager	Water Utility Manager

Creation of a Deputy City Engineer Classification

Establishing the Deputy City Engineer classification will support the City Engineer in managing the department’s growing workload, including capital improvement projects delivery, and external development review. The position would also provide leadership and continuity during the City Engineer’s absence and assist with mentoring and oversight of staff. The salary range of \$11,116.78- \$13,512.52 per month, is the same as other assistant director classifications.

The following changes are required to the PCB and Salary Schedule:

	Classification Title	FY26 Adopted FTE	FY26 Updated FTE	Notes
HOME DEPT: 008-4360 (ENGINEERING)				
	SENIOR CIVIL ENGINEER	2.00	1.00	removed
	DEPUTY CITY ENGINEER	-	1.00	added

SALARY SCHEDULE	Code	Salary Range	Group
Deputy City Engineer	2024	\$11,116.78 - \$13,512.52	mmgmt

Convert a Plans Examiner to an Engineering Assistant

When a position is vacant, departments may evaluate the best way to fill that vacancy. The vacant Plans Examiner position in the Building Division will be reclassified to an Engineering Assistant in the Engineering Department. This arrangement better aligns with workload between

Community Development and Engineering Departments and will result in improved service delivery to the community.

The following change is required to the PCB:

	EERP Position Number	Classification Title	FY26 Adopted FTE	FY26 Updated FTE	Notes
HOME DEPT: 008-4620 (BUILDING DIVISION)					
	303380001	PLANS EXAMINER	1.00	-	removed
HOME DEPT: 008-4630 (ENGINEERING)					
		ENGINEERING ASSISTANT	3.00	4.00	added

Allow for Flexibly Allocated Firefighter Classifications

A “flexibly allocated” classification allows a position to be filled at different classification levels within a defined job series based on an employee’s qualifications, certifications, and experience. Under this structure, employees may advance within a classification series if they obtain the required certifications and demonstrate competency, without requiring the City to conduct separate recruitments or create a new position.

Fire departments throughout California continue to experience significant recruitments challenges particularly in attracting candidates who possess both firefighter and paramedic certifications. Many qualified candidates enter the workforce at different stages of certification, with some possessing firefighter qualifications but not paramedic licensure, while others obtain advanced certifications after gaining field experience.

Establishing flexible allocation between these classifications allows the City to recruit candidates at the appropriate entry point within the job series, depending on their current qualifications, and creates a clear pathway for advancement as employees obtain additional certifications and training.

This approach provides several operational and workforce benefits, including:

- Reduced recruitment timelines and administrative costs, as promotions within the series can occur without requiring new recruitments.
- Enhanced employee development, by providing a structured pathway for employees to advance as they gain additional skills, certifications and experience.
- Improved retention, as employees are able to progress within the organization while increasing their professional qualifications.

Designating these classifications as flexibly allocated positions allows the Fire Department to maintain appropriate staffing levels, support employee growth, and ensure the City continues to provide high quality emergency services to the community.

The following classifications will be designated as a flexibly allocated series:

- Firefighter Trainee (Licensed Paramedic) (flex series)
- Firefighter (flex series)
- Firefighter/Paramedic (flex series)

Fiscal Impact & Funding Source(s): Title Changes. There is no fiscal impact associated with the title changes. Deputy City Engineer. For the current fiscal year, the salary difference between the Senior Civil Engineer classification and the Deputy City Engineer classification will be funded via salary savings and then accounted for in the proposed FY27 budget on an

ongoing basis. Engineering Assistant. The salary range for the Engineering Assistant is the same as the salary range for the Plans Examiner and was included in the current fiscal year budget. Flexibly Allocated Firefighter Classifications. There is no fiscal impact associated with flexible allocations for the current fiscal year. Any anticipated flexible placements will be accounted for in the proposed FY27 budget on an ongoing basis.

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.

7.6 Award of Vehicle Purchases.

Recommended Action: Award the purchase of four new/unused 2026 Chevrolet Equinox and one new/unused 2026 Chevrolet Silverado to National Auto Fleet Group of Watsonville, CA using Sourcewell Contract No. 081325-NAF in the amount of \$182,081.15. [T. Whitfield]

Summary: The City is a member of Sourcewell, which is a national public service agency that provides for cooperative purchasing for government agencies. Through Sourcewell Contract No. 081325-NAF, staff is requesting authorization to purchase the following vehicles from National Auto Fleet Group, of Watsonville, CA for a total amount of \$182,081.15.

The three new Chevrolet Equinox will replace the following units:

Police - Investigations	Unit #3125	2016 Ford Taurus
Police - Investigations	Unit #3126	2016 Ford Taurus
Police - Investigations	Unit #3127	2016 Ford Taurus

The other two vehicles are for the General Services Department:

General Services - Safety	Unit #226	2008 Chevrolet Impala
General Services – Code Enforcement		Expansion Unit

All of these units were programmed for the FY 2026 Fleet Replacement budget and are reflected in the adopted budget.

Fiscal Impact & Funding Source(s): Here is the breakdown of cost for each unit and their adopted budgets:

<u>Unit being replaced</u>	<u>Cost of New Unit</u>	<u>Budget</u>
Unit #3125	\$32,053.28	\$45,000
Unit #3126	\$32,053.28	\$45,000
Unit #3127	\$32,053.28	\$45,000
Unit #226	\$32,053.27	\$50,000
Code Enforcement Expansion	\$53,868.04	\$60,000

There will be a slight cost to upfit each unit with radios, lights, etc. but all are expected to remain within budget. The replacement vehicles were budgeted in Fund 605 for FY 2026.

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.

7.7 Acceptance of Community Cleanup and Employment Pathway Grant Funds.

Recommended Action: Adopt a resolution authorizing the City Manager or designee to accept Community Cleanup and Employment Pathway (CCEP) grant funds in the amount of \$210,000 and execute agreements and all other applicable documents with the California Department of Transportation for the West Tulare Alleyway Beautification and Workforce Initiative Project. [M. Correa]

Summary: The Community Cleanup and Employment Pathway (CCEP) Grant Program is a signature initiative under the Clean California Program, administered by the California Department of Transportation (Caltrans). This grant program is designed to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment.

The City of Tulare’s Keep Tulare Beautiful campaign will utilize the grant for West Tulare Beautification and workforce initiative will expand upon the City’s ongoing efforts to create a cleaner, safer and more vibrant community through coordinate clean up, beautification, and workforce development. The project will focus on addressing persistent litter, graffiti, and illegal dumping. For more information, please see attached documentation.

Fiscal Impact & Funding Source(s): City of Tulare must match \$10,000 that will be from General Services budget. Acceptance of the grant agreement does not appropriate funding or amend the City’s current fiscal year budget. Any required budgetary adjustments, including recognition of grant revenue and appropriation of related expenditures and any required local match, will be presented to the City Council for consideration through a separate budget resolution at a future meeting. Upon adoption of that resolution, the applicable fiscal year budget will be amended in accordance with the terms and conditions of the grant agreement.

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 Agreement is based upon the City’s standard model approved by the City Attorney, and the Agreement will be reviewed during the signing phase.

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. **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: 6:10 p.m.]

8.1 **Emergency Shelter Services Agreement.**

Recommended Action: Approve and authorize the City Manager to execute the revised emergency shelter services agreement with Lighthouse Rescue Mission (“LRM”) regarding the City’s emergency shelter project for the term June 1, 2026 through May 31, 2029. [M. Zamora]

Summary: At the February 17, 2026 meeting, Council reviewed changes to the Shelter Operator Agreement. The current revised version addresses further changes based on Council’s comments, comments from County Counsel, and revisions to the Policy and Procedure document.

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 services 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.

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 Services agreement presented to the City Council is consistent with the recommendations received from the City Attorney.

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.

8.2 **First Reading of Ordinance Regarding EV Charging Station Permit Process.**

Recommended Action: Pass-to-print an ordinance approving the addition of Section 120of Chapter 4 of Title 4 of the Tulare Municipal Code providing a streamlined permitting process for electric vehicle charging stations in accordance with California Government Code section 65850.7. [M. Zamora]

Summary: California Government Code section 65850.7 requires local cities and counties to adopt an ordinance for a streamlined process of approving permits for electric vehicle charging stations. This protects the rights of homeowners and businesses to install EV chargers and prevents local governments from setting unfair regulations that make it difficult or expensive.

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 was prepared by 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.

8.3 Provide Direction on Councilmember Sigala's Previously Submitted Agenda Items.

Recommended Action: Postpone amending the City's Truck Route Ordinance as part of the General Plan Update to commence in January 2027 and continue to explore establishment of the Community Garden and Arts Center as part of the Downtown Mixed-Use Project. [M. Mondell]

Summary: Community Garden and Arts Center: On January 17, 2023, Councilmember Sigala submitted a Council request form (see attached) requesting a staff report on the cost and process of establishing a community garden and arts center on city owned property on west street south of cross avenue. At that time Council approved the item to come back for further consideration. On March 7, 2023, Council discussed and further considered the item voting unanimously to endorse future conversations with community partners about a community garden.

Staff are not aware of Council members having participated in any such discussions since that time. Staff have discussed with Council members whether the garden and arts center were to be located on the city owned property on west street south of cross avenue that the capital cost of construction would likely be funded in whole or large part through City general fund along with ongoing operational costs. Chief Ynclan has also shared concern about a non-curated community garden at that location from a safety perspective.

During the Council meeting on November 4, 2025 and again most recently at the Strategic Planning Session on February 6, 2026, staff presented the concept of incorporating the community garden and arts center as part of the Downton Mixed-Use project which includes potential redevelopment of the former Niensens site, rehabilitation of the Woman's Clubhouse, and possible replacement of the historical museum and old library site with a senior housing project.

It is staff's opinion that the city owned property on west street south of cross avenue could be sold for private sector development which could generate new ongoing property and sales tax revenue and the land sale proceeds could be used to fund the capital construction cost of the community garden and arts center. If the project was co-located with the proposed senior center the developer could help to cover ongoing maintenance costs and the senior tenants could participate in garden activities and curation.

It is staff's understanding that Council has affirmed this approach in concept at both November 4, 2025, and February 6, 2026, meetings, staff herein now requests Council's confirmation or correction.

Amending the City's Truck Route Ordinance: On March 19, 2024, Councilmember Sigala submitted a Council request form (see attached) requesting support for a future Council discussion on possibly amending the ordinance to determine if any current truck routes on the west side can be amended, limited, or eliminated to reduce truck traffic in residential areas. At

that time Council approved the item to come back for further consideration. On May 7, 2024, Council discussed it and the consensus was to direct staff to continue research on this item.

On August 2, 2025, in the City Manager's weekly report, staff advised that it does not intend to bring this item forward for further consideration until after the Housing Element has been adopted. There are several reasons for this including:

- In staff opinion, there is no legal requirement or compelling reasons to advance this item at this time, especially given staff workload and other priorities.
- Amending the truck route ordinance will require the opening of the Transportation Element of the City's General Plan, anytime two or more elements are open it requires adoption of an Environmental Justice Element.
- In staff opinion, the correct time to address this item is during the City's General Plan update which will commence in January 2027.

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.

9. FUTURE AGENDA ITEMS [Time Estimate: 7:00 p.m.]

9.1 City Council Review Process for Contracted City Attorney Legal Counsel Services.

Recommended Action: Direct staff to add to a future agenda or take no action.

Submitted By: Mayor Isherwood

9.2 Recognition and Honoring Radio Louie.

Recommended Action: Direct staff to add to a future agenda or take no action.

Submitted By: Vice Mayor Harrell

10. STAFF UPDATES [Time Estimate: 7:05 p.m.]

11. RECESS TO CLOSED SESSION TO DISCUSS THE FOLLOWING [Time Estimate: 7:10 p.m.]

11.1 Conference with Real Property Negotiations (Gov. Code § 54956.8)

Property: APN 191-050-073 (653 E. Paige Avenue)

Agency Negotiators: City Attorney Zamora, City Manager Mondell, Assistant City Manager Gaffery, City Engineer Miller

Negotiating Parties: Shirley Coelho as Trustee of the Lawrence and Shirley Coelho 1995 Revocable Trust U/D/T Dated October 16, 1995

Under Negotiation: Price and terms of payment

12. **RECONVENE FROM CLOSED SESSION** [Time Estimate: 7:40 p.m.]
13. **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.
14. **ADJOURNMENT** [Time Estimate: 7:40 p.m.]

The next regularly scheduled meeting of the Tulare City Council is Tuesday, April 7, 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, March 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; Community Services Director Chris Orr; 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; Budget Finance Manager Jacob del Cid

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

Chief Ynclan led the Pledge of Allegiance, and an invocation was given by Caleb Byron, Youth Pastor of Tulare Community Church.

3. PROCLAMATIONS & RECOGNITIONS

3.1 Proclamation for Women's History Month – March 2026. Mayor Isherwood read a proclamation proclaiming March 2026 as Women's History Month in the City of Tulare.

3.2 Recognition for International Women's Day and Women's History Month Honorees. Councilmember Sigala honored Eloyisa Segura-Moraza, Councilmember Sayre honored Jocelyn Limas, Vice Mayor Harrell honored Alyssia Cardenas, Councilmember Mederos honored Renee Soto, and Mayor Isherwood honored Darla J. Rambonga.

The Council recessed the meeting at 6:06 p.m. The meeting was reconvened at 6:16 p.m.

4. PUBLIC COMMENT

Dolores Taylor, CEO of the Building Industry Association of Tulare and Kings Counties (BIATKC), commended the City Council and staff for the great work happening in the City. Ms. Taylor also extended an invitation to an upcoming mixer hosted by the BIATKC.

Maria Santos-Silva extended an invitation for an upcoming Soroptimist International fundraising event.

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.

7. CONSENT CALENDAR

Item 7.3 was removed from the Consent Calendar.

It was moved by Councilmember Sigala, seconded by Vice Mayor Harrell, and unanimously carried to approve the items on the Consent Calendar as presented except for item 7.3.

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 February 17, 2026. [M. Wilcox]

ITEM(S) PULLED FROM CONSENT CALENDAR

7.3 Amphitheater Operator Fee Schedule.

Recommended Action: Receive the fee schedule for Spade Entertainment, official operator of the Adventist Health Amphitheater, for private events held at the amphitheater. [C. Orr]

Council Action: Councilmember Sigala pulled this item for clarification. City Manager Mondell advised those that are interested in putting on a concert at the amphitheater are encouraged to reach out to him and that the operator fees will be attached to the park use policy. It was moved by Councilmember Mederos, seconded by Vice Mayor Harrell, and unanimously carried to approve the item as presented.

8. PUBLIC HEARING

8.1 Master Fee Schedule Amendment.

Recommended Action: Adopt a resolution amending the City's Master Fee Schedule related to Parks and Recreation fees associated with the use of Zumwalt Park.

Presented By: Community Services Director Orr

Public Comment: The public hearing was opened at 7:12 p.m. Receiving no public comment, the public hearing was closed at 7:12 p.m.

Council Action: It was moved by Councilmember Mederos, seconded by Councilmember Sayre, and unanimously carried to approve the item as presented.

9. GENERAL BUSINESS

9.1 Planning Commission Appointment.

Recommended Action: Appoint one member to the Planning Commission to the vacant seat for a term ending December 31, 2029.

Presented By: Chief Deputy City Clerk Wilcox

Public Comment: There were no public comments.

Council Action: It was moved by Councilmember Sigala, seconded by Councilmember Mederos, and unanimously carried to appoint Ralph Cantu to fill the vacant seat on the Planning Commission with a term ending December 31, 2029.

9.2 Domestic Wastewater Treatment Plant Facility Plan Draft Report.

Recommended Action: Receive the Domestic Wastewater Treatment Plant Facility Planning draft report dated February 2026 and a presentation from Carollo Engineers regarding their findings and recommendations.

Presented By: Public Works Director Whitfield; Ryan Sellman and John Witter of Carollo.

Public Comment: There were no public comments.

Council Action: It was moved by Councilmember Mederos, seconded by Vice Mayor Harrell, and unanimously carried to receive the Domestic Wastewater Treatment Plant Facility Planning draft report dated February 2026.

9.3 Funding for the 250th Anniversary Independence Day Event at Zumwalt Park.

Recommended Action: Approve a subsidy of \$40,000 from the General Fund unassigned fund balance account to subsidize the July 4th 250th Anniversary Independence Day Event at Zumwalt Park Featuring the Sequoia Symphony Orchestra.

Presented By: Community Services Director Orr; City Manager Mondell

Public Comment: There were no public comments.

Council Action: Following discussion, it was moved by Councilmember Mederos, seconded by Vice Mayor Harrell, and unanimously carried to approve the item as amended to include the following:

- The City will commit to the Sequoia Symphony to hold the July 4th Independence Day event.
- Based on the estimated cost of \$40,000, each councilmember will contribute \$1,000 from their Community Improvement funds.
- Councilmember Mederos will attempt to raise at least \$5,000 in sponsorships to match the Council's contributions.
- Councilmember Sigala's \$1,000 contribution will be designated specifically for janitorial services or other costs unrelated to production.
- Sponsorships will be pursued as discussed, including:
 - Councilmember Mederos and Spade Entertainment seeking a named sponsor for \$15,000 to cover the symphony expense.
 - Sponsorships for boxes at \$500 each to offset estimated \$40,000 event cost.
 - Spade Entertainment will solicit sponsorships and split proceeds 50/50 with the City, with sponsorships of \$2,000 or more including a box and no revenue share from standalone box sales.
 - Spade Entertainment receiving a guaranteed minimum fee of \$4,000, with a maximum of \$10,000, depending on sponsorships secured.
 - All revenue received from the bar payable to Spade Entertainment will be applied to Spade Entertainment minimum and maximum.

9.4 Fiscal Year 2026 General Fund Mid-Year Budget Review.

Recommended Action: Receive a presentation and adopt a resolution approving Fiscal Year 2026 Budget supplemental appropriation requests.

Presented By: Chief Financial Officer Roberts; Budget Finance Manager Del Cid

Public Comment: There were no public comments.

Council Action: Councilmember Sigala expressed a desire to have a separate line item specifically for Council-approved allocations used to support the concert series. Staff clarified that the existing account is used to track both Council-approved allocations and amphitheater operational expenses paid by the City. Councilmember Sigala further requested that the balance of the reserve fund be included in the City Manager's weekly report to the Council. It was moved by Councilmember Sigala, seconded by Vice Mayor Harrell, and unanimously carried to approve the item as amended to include the offsetting revenue for the Independence Day event.

10. FUTURE AGENDA ITEMS**10.1 Teens on Board with Youth Commission.**

Recommended Action: Direct staff to add to a future agenda or take no action.

Submitted By: Mayor Isherwood

Council Action: It was the consensus of Council to have staff add this item to a future agenda.

11. STAFF UPDATES

Staff provided updates on department activities. City Manager Mondell provided an update on the outstanding agenda items requested by Councilmember Sigala. He noted that the items listed on the Council Item Tracking Sheet, which was provided to Council on February 21, are currently being prepared for presentation to the Council for formal action. Mr. Mondell also reported that the requested healthcare presentation and the joint meeting with the school districts have been scheduled.

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

Prior to recessing to closed session, a moment of silence was held in memory of Will Tiesiera. Council recessed to closed session at 8:40 p.m.

13. RECONVENE FROM CLOSED SESSION

Council reconvened from closed session at 9:24 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 9:24 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 March 3, 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: March 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 February 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. February 2026 Economic Development Bulletin

Reviewed/Approved: 

The Economic Development BULLETIN

▾ Building Permits

163 Building Permits - Total Valuation \$17,039,395.32

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
151	12

▾ Net New Business Licenses

22 New Businesses

Business	Address
Vault 13 Mobile Escape	2418 Solano Ave.
Racoon Learning Labs	1265 Kristen Cir.
Marquez Hoof Trimming	1075 Cupertino Ct.
Restorative Solutions Now	771 Aberdeen St.

Blue Fin Swim Academy	23924 Road 48
The Hillman Group	1600 E. Prosperity Ave.
Power California	209 North N St.
Potrillo Club & Mariscos Chalios	200 N. J St.
Gorditas Dona Chole	20490 Road 60
Empire Builders	1384-1386 E. Tulare Ave.
Catarina Ruiz	117 W. Inyo Ave.
Meza Flowers	1140 W. Inyo Ave.
Golden Memorial - Rojas & Associates	111 N. Cherry St.
Central California Data Analytics and ERP LLC	534 Edgewater St.
Beauty by Ryry	219 E. Tulare Ave.
Inspektrum	1944 E. Bridger Ave.
Power Clean Services	290 Andrews Ct.
Transdev Services, Inc.	360 N. K St.
Coco Loco	286 E. Cross Ave.
Main Street Auto Express Oil 136	1542 E. Tulare Ave.
Valley Pro Legal Document Prep & Typing Services	2691 Kaiser Creek Ave.
Nails by Kaitlyn	1955 Hillman 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
International Agri-Center Way Extension Design Phase - 100% Environmental Phase	Connecting Laspina St. to Turner Dr.
Wild Oak Single Family Residential - 83 lots Under Construction - nearing completion	W. Pleasant Ave. btw La Dawna St. & Alpha St.
Santa Fe Trail Residential Multi-Family Residential - 40 units Building permits issued	North M Street & Santa Fe Trail
Ginder Apartments Multi-Family Residential - 216 units Plans approved	N. Retherford btw E. Cartmill Ave. & E. Corvina Ave.
Glass Avenue Mutli-Family Residential - 54 units Under construction	N. Retherford btw E. Cartmill Ave. & E. Corvina Ave.
Villas @ Sierra Ranch Single Family Residential - 90 lots Under Construction	N. Retherford btw E. Corvina Ave. & E. Leland Ave.
Sorrento Single Family Residential - 132 lots Under construction	SW Corner of Mooney Blvd. & Cartmill Ave.

<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
Cherry Ave (mixed use development) 2 three-story apartment buildings (30 units) and 1 commercial building	N. Cherry Ave., south of E. Prosperity Ave. (APNs 170-102-042, 170-102-043)
East Tulare Business Park Service Commercial - 39,000 sq. ft. warehouse space	S. Mooney Blvd, north of E. Tulare Ave. (APN 172-100-002)
CSOK Tulare 2 commercial retail buildings	NE Corner of E. Prosperity Ave. & Solaria St.

For any inquiries 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: March 17, 2026

Department: Engineering Services - Project Management

Submitted by: Michael Miller, City Engineer

Agenda Title: Notice of Completion – EN0095 Academy & Apricot Improvements

RECOMMENDED ACTION

Accept as complete the contract with Dawson-Mauldin, LLC, of Selma, CA, for work on Project EN0095 – Academy & Apricot Improvements; and authorize the City Engineer to sign the Notice of Completion and direct the City Clerk to file the Notice of Completion with the Tulare County Recorder’s Office.

SUMMARY

Capital Improvement Project No. EN0095 involved the full rehabilitation of streets north of San Joaquin Avenue, between Gem and Blackstone Streets. It reconstructed the affected streets and made ADA compliance upgrades to intersection curb returns and alley/sidewalk intersections within the project area. The project also aimed to improve water, sewer, and storm drain systems within these boundaries. It was approved as part of the City’s 2023-2028 CIP program budget.

On April 16, 2024, City Council awarded a contract to Dawson-Mauldin, LLC., of Selma, CA, in the amount of \$9,931,683.

FISCAL IMPACT & FUNDING SOURCES

The project was funded through Fund 021 – Measure R Local, Fund 022 – Gas Tax (HUTA), Fund 122 – Gas Tax (RMRA), Fund 610 – Water CIP Fund, Fund 615 – Sewer/Wastewater CIP Fund, Fund 647 – Surface Water CIP Fund, CDBG Funding.

A summary of contract costs is as follows:

Approved Contract Amount:	\$ 9,931,683.00
Contract Change Orders:	\$ 248,541.47 (2.5%)
Total Construction Contract Cost:	\$ 10,180,224.47

Additional work included removing conflicting shallow water main, making design and construction adjustments due to an unknown electrical duct bank, removing and installing slurry backfill, grinding and overlaying asphalt, and stripping. Several bid items were not fully paid, while others exceeded the initial estimate. To address these discrepancies, all items are now guaranteed to be completed at 100%. Because more items ran over than under, the bid items were adjusted to balance the totals, and the contractor was compensated through a balancing change order.

All work required of Dawson-Mauldin, LLC., under this contract, has been completed in accordance with the approved plans and specifications. The contractor has also provided the required Maintenance Bond in the amount equal to 10% of the final contract amount.

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 – Should Council deny the request to accept the contract with the contractor as complete, the City will be prevented from releasing the retention payment owed to the Contractor and from filing a notice of completion with the County. This will postpone the start of the 1-year maintenance bond on the project. Without specific written findings justifying the delay in payment, the City could open itself up to litigation for damages caused by the delay.
3. Table

ATTACHMENTS

1. Notice of Completion

Reviewed/Approved: 

**RECORDING REQUESTED BY:
CITY OF TULARE**

**AND WHEN RECORDED MAIL TO:
City Clerk
City of Tulare**

411 East Kern Avenue
Tulare, CA 93274-4257

**PURSUANT TO GOVERNMENT CODE SECTION 6103,
NO RECORDING FEE REQUIRED.**

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The City of Tulare, a Municipal Corporation, whose address is 411 East Kern Avenue, Tulare, California, is the owner of the real property, public works, or structure hereinafter described.
2. The nature of the title of the stated owner is: In fee
3. On the 17th day of March 2026, a work of improvement on real property hereinafter described was completed pursuant to a contract to which Title 15 of Part 4 of Division 3 of the Civil Code applies.
4. The name of the Contractor who performed said work of improvements pursuant to such contract with the City of Tulare is Dawson-Mauldin, LLC., whose address is 1071 E Nebraska, Selma, CA 93662. The surety on said contract is Endurance Assurance Company.
5. The real property or public works or structure is described as follows:

Academy and Apricot Improvements, Project No. EN0095.

Dated: _____, 2026

**CITY OF TULARE
A Municipal Corporation,**

By: _____
Michael W. Miller, City Engineer

VERIFICATION

I am the City Engineer of the City of Tulare and am authorized to make this verification on behalf of the City. I have read the foregoing Notice of Completion, know the contents thereof, and believe it to be true and correct to the best of my knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 2026 at Tulare, California.

By: _____
Michael W. Miller, City Engineer



Staff Report

Meeting: City Council
Date: March 17, 2026

Department: Human Resources
Submitted by: Janie Venegas, Human Resources Director
Agenda Title: Fiscal Year 2026 Position Control Budget and Salary Schedule Amendment

RECOMMENDED ACTION

Approve a resolution amending the City’s Fiscal Year 2026 Position Control Budget (PCB) and Salary Schedule to update certain classification titles, establish the Deputy City Engineer classification and associated salary range, convert a Plans Examiner to an Engineering Assistant, designate certain fire classifications as flexibly allocated, and authorize the City Manager, or designee, to update the PCB and Salary Scheule accordingly.

SUMMARY

The City is continuously recruiting for vacant positions identified within the adopted Fiscal Year 2026 Budget. Staff regularly review job classification titles and specifications to ensure classifications align with current industry standards and departmental operational needs. In order to attract and retain qualified applicants, certain job classifications require updates to better reflect the external labor market, the position’s current responsibilities, and the City’s workforce needs.

As a result of this review, several job classifications are required to be updated in the PCB and Salary Schedule.

Classification Title Changes

The following require updates to the PCB and Salary Schedule to remove classifications that are no longer used, to correct title inconsistencies, and to re-title certain classifications:

<u>Current Classification</u>	<u>Corrected Classification</u>
Building Technician	Delete – End dated 3/6/2023
Community Service Officer.....	Community Services Officer
Parks Maintenance Manager.....	Parks Manager
Park Ranger.....	Parks Ranger
Permit Center Coordinator.....	Permit Center Supervisor
Principal Accountant.....	Accounting Manager
Street Maintenance Crew Leader.....	Streets Maintenance Crew Leader
Street Maintenance Worker.....	Streets Maintenance Worker
Street Maintenance Manager	Streets Manager
Street Supervisor	Streets Supervisor
Street Sweeper Operator	Delete – End dated 12/30/2022
Water & Wastewater Collection Utility Manager	Water Utility Manager

Creation of a Deputy City Engineer Classification

Establishing the Deputy City Engineer classification will support the City Engineer in managing the department's growing workload, including capital improvement projects delivery, and external development review. The position would also provide leadership and continuity during the City Engineer's absence and assist with mentoring and oversight of staff. The salary range of \$11,116.78- \$13,512.52 per month, is the same as other assistant director classifications.

The following changes are required to the PCB and Salary Schedule:

	Classification Title	FY26 Adopted FTE	FY26 Updated FTE	Notes
HOME DEPT: 008-4360 (ENGINEERING)				
	SENIOR CIVIL ENGINEER	2.00	1.00	removed
	DEPUTY CITY ENGINEER	-	1.00	added

SALARY SCHEDULE	Code	Salary Range	Group
Deputy City Engineer	2024	\$11,116.78 - \$13,512.52	mngmt

Convert a Plans Examiner to an Engineering Assistant

When a position is vacant, departments may evaluate the best way to fill that vacancy. The vacant Plans Examiner position in the Building Division will be reclassified to an Engineering Assistant in the Engineering Department. This arrangement better aligns with workload between Community Development and Engineering Departments and will result in improved service delivery to the community.

The following change is required to the PCB:

	EERP Position Number	Classification Title	FY26 Adopted FTE	FY26 Updated FTE	Notes
HOME DEPT: 008-4620 (BUILDING DIVISION)					
	303380001	PLANS EXAMINER	1.00	-	removed
HOME DEPT: 008-4630 (ENGINEERING)					
		ENGINEERING ASSISTANT	3.00	4.00	added

Allow for Flexibly Allocated Firefighter Classifications

A "flexibly allocated" classification allows a position to be filled at different classification levels within a defined job series based on an employee's qualifications, certifications, and experience. Under this structure, employees may advance within a classification series if they obtain the required certifications and demonstrate competency, without requiring the City to conduct separate recruitments or create a new position.

Fire departments throughout California continue to experience significant recruitments challenges particularly in attracting candidates who possess both firefighter and paramedic certifications. Many qualified candidates enter the workforce at different stages of certification, with some possessing firefighter qualifications but not paramedic licensure, while others obtain advanced certifications after gaining field experience.

Establishing flexible allocation between these classifications allows the City to recruit candidates at the appropriate entry point within the job series, depending on their current qualifications, and creates a clear pathway for advancement as employees obtain additional certifications and training.

This approach provides several operational and workforce benefits, including:

- Reduced recruitment timelines and administrative costs, as promotions within the series can occur without requiring new recruitments.
- Enhanced employee development, by providing a structured pathway for employees to advance as they gain additional skills, certifications and experience.
- Improved retention, as employees are able to progress within the organization while increasing their professional qualifications.

Designating these classifications as flexibly allocated positions allows the Fire Department to maintain appropriate staffing levels, support employee growth, and ensure the City continues to provide high quality emergency services to the community.

The following classifications will be designated as a flexibly allocated series:

- Firefighter Trainee (Licensed Paramedic) (flex series)
- Firefighter (flex series)
- Firefighter/Paramedic (flex series)

FISCAL IMPACT & FUNDING SOURCES

Title Changes. There is no fiscal impact associated with the title changes.

Deputy City Engineer. For the current fiscal year, the salary difference between the Senior Civil Engineer classification and the Deputy City Engineer classification will be funded via salary savings and then accounted for in the proposed FY27 budget on an ongoing basis.

Engineering Assistant. The salary range for the Engineering Assistant is the same as the salary range for the Plans Examiner and was included in the current fiscal year budget.

Flexibly Allocated Firefighter Classifications. There is no fiscal impact associated with flexible allocations for the current fiscal year. Any anticipated flexible placements will be accounted for in the proposed FY27 budget on an ongoing basis.

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 part of the agenda.

ALTERNATIVE ACTION

1. Approve with changes
2. Deny
3. Table

ATTACHMENTS

1. Resolution

Reviewed/Approved: 

RESOLUTION 2026-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE AMENDING THE CITY'S FISCAL YEAR 2026 POSITION CONTROL BUDGET AND SALARY SCHEDULE AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO UPDATE THE POSITION CONTROL BUDGET AND SALARY SCHEDULE ACCORDINGLY

WHEREAS, Section 36506 of the California Government Code requires that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive offices and employees; and

WHEREAS, pursuant to Section 570.5 of Title 2 of the California Code of Regulation, payrates shall be duly approved and adopted by the City Council in accordance with requirements of public meeting laws and be publicly available in a salary schedule which identified the position title for every employee position; the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range; and indicates the time base, including but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually; and

WHEREAS, the California Public Employees' Retirement System (CalPERS), requires all CalPERS contracted employers to list their compensation levels in one document, approved and adopted by the governing body, in accordance with Title 2, California Code of Regulations Section 570.5 and meeting all the requirements thereof; and

WHEREAS, on June 17, 2025, the City Council adopted Resolution 2025-36 adopting the Fiscal Year 2026 Position Control Budget (PCB) and Salary Schedule; and

WHEREAS, it is necessary to amend the adopted PCB and Salary Schedule from time to time, as determined by the City Manager, to provide for additional positions and/or changes in salary ranges, which are brought forth to the City Council for approval; and

WHEREAS, staff has identified the need to update certain classification titles, remove obsolete classifications, and correct classification titles within the Position Control Budget and Salary Schedule; and

WHEREAS, staff recommends establishing the Deputy City Engineer classification to support the City Engineer in managing departmental operations, capital improvement projects, development review, and leadership continuity with a recommended salary range for the Deputy City Engineer classification is \$11,116.78 – \$13,512.52 monthly, consistent with other assistant department head classifications within the organization; and

WHEREAS, staff recommends updates to the Position Control Budget including the removal, addition, and reassignment of certain positions as identified in Attachment A; and

WHEREAS, staff further recommends designating the classifications of Firefighter Trainee (Licensed Paramedic), Firefighter, and Firefighter/Paramedic as flexibly allocated positions, allowing the City to promote incumbents as they obtain required certifications and qualifications and reducing the need for repetitive recruitments; and

WHEREAS, the City Council desires to authorize the City Manager, or designee, to update the City's Fiscal Year 2026 Position Control Budget and Salary Schedule to incorporate the approved adjustments.

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

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the classification title updates, deletions, and corrections identified in Attachments A.

Section 3. The City Council hereby approves the creation of the Deputy City Engineer classification and the associated salary range as identified in Attachment B.

Section 4. The City Council hereby approves the Position Control Budget adjustments, including position removals, additions and reassignment positions as identified in Attachment A.

Section 5. The City Council hereby designates the following classifications as flexibly allocated:

- a. Firefighter Trainee (Licensed Paramedic)
- b. Firefighter
- c. Firefighter/Paramedic

Section 6. Resolution 2025-36 is hereby amended to incorporate the classification and salary schedule updates approved herein.

Section 7. The City Manager, or designee, is hereby authorized to update the Fiscal Year 2026 Position Control Budget and Salary Schedule to reflect the adjustments outlined above.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Tulare this 17th day of March 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.

City of Tulare
 POSITION CONTROL BUDGET
 Allocated Positions
 7/1/2025 (FY 2025-26)

POSITION NUMBER (old system)	EERP POS# (new system)	CLASSIFICATION TITLE	FY26 ADOPTED FTE	FY26 UPDATED FTE	NOTES
HOME DEPT: 008-4620 (BUILDING DIVISION)					
CP03N0120-001	303070001	BUILDING INSPECTOR I	1.00	1.00	
CP03N0120-002	303070002	BUILDING INSPECTOR I	1.00	1.00	
CP03N0120-003	303070003	BUILDING INSPECTOR I	1.00	1.00	
CP03N0580-001	303380001	PLANS EXAMINER	1.00	-	removed
CP03N0596-001	303370001	PERMIT TECHNICIAN	1.00	1.00	
CP03N0596-002	303370002	PERMIT TECHNICIAN	1.00	1.00	
CP03N0596-003	303370003	PERMIT TECHNICIAN	1.00	1.00	
MM01E0134-001	202010001	CHIEF BUILDING OFFICIAL	1.00	1.00	
MM06E0598-001		PERMIT CENTER COORDINATOR	1.00	1.00	
		008-4620 Count:	9.00	8.00	
HOME DEPT: 008-4630 (ENGINEERING)					
CP03N0245-002	303156001	ENGINEERING ASSISTANT	1.00	1.00	
CP03N0245-003	303156002	ENGINEERING ASSISTANT	1.00	1.00	
CP03N0245-004	303156003	ENGINEERING ASSISTANT	1.00	1.00	
	303156004	ENGINEERING ASSISTANT	-	1.00	added
CP03N0252-001	303458001	SENIOR ENGINEERING ASSISTANT	1.00	1.00	
CP03N0660-001	303440001	PUBLIC WORKS INSPECTOR	1.00	1.00	
CP03N0660-002	303440002	PUBLIC WORKS INSPECTOR	1.00	1.00	
MM01E0651-001	101030001	CITY ENGINEER	1.00	1.00	
MM02E0156-001	202200001	DEPUTY CIVIL ENGINEER	1.00	1.00	previously Senior Civil Engineer
MM02E0156-003	202200002	SENIOR CIVIL ENGINEER	1.00	1.00	
		008-4630 Count:	9.00	10.00	

*Firefighter classifications are flexible positions

CLASSIFICATION TITLE CHANGES

001-4030 (FINANCE)					
	202158001	ACCOUNTING MANAGER	1.00		previously Principal Accountant
001-4220 (POLICE - ADMIN)					
	303110007	COMMUNITY SERVICES OFFICER	1.00		previously Community Service Officer
001-4221 (POLICE - PATROL)					
	303110003	COMMUNITY SERVICES OFFICER	1.00		previously Community Service Officer
	303110004	COMMUNITY SERVICES OFFICER	1.00		previously Community Service Officer
001-4222 (POLICE - INVESTIGATIONS)					
CP05N0165-001	303110001	COMMUNITY SERVICES OFFICER			previously Community Service Officer
001-4224 (POLICE - MEASURE I)					
	303110002	COMMUNITY SERVICES OFFICER	1.00		previously Community Service Officer
001-4320 (PUBLIC WORKS - STREETS)					
MM03E0795-002	202240001	STREETS MANAGER	1.00		previously Street Manager
001-4410 (COMMUNITY SERVICES - PARKS)					
MM03E0561-002	202150001	PARKS MANAGER	1.00		previously Parks Maintenance Manager
NM08N0566-001	303305001	PARKS RANGER	1.00		previously Park Ranger
BUILDING DIVISION					
MM06E0598-001	202155002	PERMIT CENTER SUPERVISOR	1.00		previously Permit Center Coordinator
010-4610 (PUBLIC WORKS - WATER ADMIN)					
MM03E0917-001	202270002	WATER UTILITY MANAGER	1.00		previously Water & Wastewater Collection Utility Manager

ATTACHMENT B

UPDATES TO SALARY SCHEDULE								
CLASSIFICATION	Code		A	B	C	D	E	Group
Accounting Manager <i>Updated</i>	2158	Monthly	\$ 8,114.03	\$ 8,519.73	\$ 8,945.73	\$ 9,393.02	\$ 9,862.65	mmgmt
		Hourly	\$ 46.81	\$ 49.15	\$ 51.61	\$ 54.19	\$ 56.90	
Community Services Officer <i>Updated</i>	3110	Monthly	\$ 4,291.88	\$ 4,506.44	\$ 4,731.80	\$ 4,968.36	\$ 5,216.77	CLOCEA
		Hourly	\$ 24.76	\$ 26.00	\$ 27.30	\$ 28.66	\$ 30.10	
Deputy City Engineer <i>New</i>	2024	Monthly	\$ 11,116.78	\$ 11,672.64	\$ 12,256.26	\$ 12,869.08	\$ 13,512.52	mmgmt
		Hourly	\$ 64.14	\$ 67.34	\$ 70.71	\$ 74.24	\$ 77.96	
Parks Manager <i>Updated</i>	2150	Monthly	\$ 7,680.83	\$ 8,064.87	\$ 8,468.11	\$ 8,891.55	\$ 9,336.12	mmgmt
		Hourly	\$ 44.31	\$ 46.53	\$ 48.85	\$ 51.30	\$ 53.86	
Parks Ranger <i>Updated</i>	3305	Monthly	\$ 4,872.17	\$ 5,115.79	\$ 5,371.57	\$ 5,640.18	\$ 5,922.19	CLOCEA
		Hourly	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.54	\$ 34.17	
Permit Center Supervisor <i>Updated</i>	2155	Monthly	\$ 6,229.23	\$ 6,540.70	\$ 6,867.73	\$ 7,211.12	\$ 7,571.68	mmgmt
		Hourly	\$ 35.94	\$ 37.73	\$ 39.62	\$ 41.60	\$ 43.68	
Streets Maintenance Crew Leader <i>Updated</i>	3590	Monthly	\$ 4,979.20	\$ 5,228.18	\$ 5,489.56	\$ 5,764.06	\$ 6,052.25	CLOCEA
		Hourly	\$ 28.73	\$ 30.16	\$ 31.67	\$ 33.25	\$ 34.92	
Streets Maintenance Worker I <i>Updated</i>	3600	Monthly	\$ 3,899.61	\$ 4,094.59	\$ 4,299.34	\$ 4,514.32	\$ 4,740.03	CLOCEA
		Hourly	\$ 22.50	\$ 23.62	\$ 24.80	\$ 26.04	\$ 27.35	
Streets Maintenance Worker II <i>Updated</i>	3602	Monthly	\$ 4,308.67	\$ 4,524.11	\$ 4,750.31	\$ 4,987.84	\$ 5,237.23	CLOCEA
		Hourly	\$ 24.86	\$ 26.10	\$ 27.41	\$ 28.78	\$ 30.21	
Streets Manager <i>Updated</i>	2240	Monthly	\$ 7,680.83	\$ 8,064.87	\$ 8,468.12	\$ 8,891.55	\$ 9,336.12	mmgmt
		Hourly	\$ 44.31	\$ 46.53	\$ 48.85	\$ 51.30	\$ 53.86	
Streets Supervisor <i>Updated</i>	3610	Monthly	\$ 5,623.33	\$ 5,904.50	\$ 6,199.70	\$ 6,509.72	\$ 6,835.19	CLOCEA
		Hourly	\$ 32.44	\$ 34.06	\$ 35.77	\$ 37.56	\$ 39.43	
Water Utility Manager <i>Updated</i>	2270	Monthly	\$ 8,109.63	\$ 8,515.14	\$ 8,940.92	\$ 9,387.94	\$ 9,857.36	mmgmt
		Hourly	\$ 46.79	\$ 49.13	\$ 51.58	\$ 54.16	\$ 56.87	



Staff Report

Meeting: City Council
Date: March 17, 2026

Department: Public Works - Fleet Maintenance
Submitted by: Trisha Whitfield, Public Works Director
Agenda Title: Award of Vehicle Purchases

RECOMMENDED ACTION

Award the purchase of four new/unused 2026 Chevrolet Equinox and one new/unused 2026 Chevrolet Silverado to National Auto Fleet Group of Watsonville, CA using Sourcewell Contract No. 081325-NAF in the amount of \$182,081.15.

SUMMARY

The City is a member of Sourcewell, which is a national public service agency that provides for cooperative purchasing for government agencies. Through Sourcewell Contract No. 081325-NAF, staff is requesting authorization to purchase the following vehicles from National Auto Fleet Group, of Watsonville, CA for a total amount of \$182,081.15.

The three new Chevrolet Equinox will replace the following units:

Police - Investigations	Unit #3125	2016 Ford Taurus
Police - Investigations	Unit #3126	2016 Ford Taurus
Police - Investigations	Unit #3127	2016 Ford Taurus

The other two vehicles are for the General Services Department:

General Services - Safety	Unit #226	2008 Chevrolet Impala
General Services – Code Enforcement		Expansion Unit

All of these units were programmed for the FY 2026 Fleet Replacement budget and are reflected in the adopted budget.

FISCAL IMPACT & FUNDING SOURCES

Here is the breakdown of cost for each unit and their adopted budgets:

<u>Unit being replaced</u>	<u>Cost of New Unit</u>	<u>Budget</u>
Unit #3125	\$32,053.28	\$45,000
Unit #3126	\$32,053.28	\$45,000
Unit #3127	\$32,053.28	\$45,000
Unit #226	\$32,053.27	\$50,000
Code Enforcement Expansion	\$53,868.04	\$60,000

There will be a slight cost to upfit each unit with radios, lights, etc. but all are expected to remain within budget. The replacement vehicles were budgeted in Fund 605 for FY 2026.

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

If this request is denied, staff will wait to order the units.

ATTACHMENTS

1. Quotes from National Auto Fleet Group

Reviewed/Approved: 



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

3/10/2026

Quote ID: **42706**

Order Cut Off Date: **2/20/2026**

Mike Reed
City of Tulare
Fleet

411 E. Kern Ave.

Tulare, California, 93274

Dear Mike Reed,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2026 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$30,045.00	\$29,602.34	1.473 %	\$442.67
Tax (8.2500 %)		\$2,442.19		
Tire fee		\$8.75		
Total		\$32,053.28		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT, (STD)
TRANSMISSION	
Code	Description
MRQ	Transmission, Continuously Variable (CVT), (STD)
AXLE	
Code	Description
F8M	Axle, 5.81 final drive ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
1LT	LT Preferred Equipment Group, includes standard equipment
WHEELS	
Code	Description
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum, (STD)
TIRES	
Code	Description
RJL	Tires, 235/65R17, all-season blackwall, (STD)
PAINT	
Code	Description
GB8	Mosaic Black Metallic
SEAT TYPE	
Code	Description
AR9	Seats, front bucket, (STD)
SEAT TRIM	
Code	Description

EKV	Black, Cloth seat trim
ADDITIONAL EQUIPMENT	
Code	Description
R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet)

2026 Fleet/Non-Retail Chevrolet Equinox FWD 4dr LT w/1LT

WINDOW STICKER

2026 Chevrolet Equinox FWD 4dr LT w/1LT

CODE	MODEL	MSRP
1PT26	2026 Chevrolet Equinox FWD 4dr LT w/1LT	\$28,800.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT, (STD)	\$0.00
MRQ	Transmission, Continuously Variable (CVT), (STD)	\$0.00
F8M	Axle, 5.81 final drive ratio	\$0.00
1LT	LT Preferred Equipment Group, includes standard equipment	\$0.00
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum, (STD)	\$0.00
RJL	Tires, 235/65R17, all-season blackwall, (STD)	\$0.00
GB8	Mosaic Black Metallic	\$0.00
AR9	Seats, front bucket, (STD)	\$0.00
EKV	Black, Cloth seat trim	\$0.00
R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet)	(\$750.00)

Please note selected options override standard equipment

SUBTOTAL	\$28,050.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,995.00
TOTAL PRICE	\$30,045.00

Est City: 26 MPG
 Est Highway: 29 MPG
 Est Highway Cruising Range: 429.20 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)

Transmission, Continuously Variable (CVT) (STD)

Axle, 5.81 final drive ratio (FWD only.)
--

EXTERIOR

Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum (STD)
--

Tires, 235/65R17, all-season blackwall (STD)
--

INTERIOR

Seats, front bucket (STD)

ADDITIONAL EQUIPMENT

Convenience Package I includes (BTV) Remote Start, (DAE) illuminated visor vanity mirrors, (KA1) driver and front passenger heated seats, (KI3) heated steering wheel and (WLM) remote express-up/-down driver and express-down all passengers
--

Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, Following Distance Indicator, (UEU) Forward Collision Alert and IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking. Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning. Front Pedestrian Braking replaced by standard Front Pedestrian and Bicyclist Braking.)

Fuel, gasoline, E15

Automatic Stop/Start

Drive Mode Selector

Front-wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link

Battery, 70AH, 12V, 760 cold-cranking amps
--

Alternator, 130 amps

GVWR, 4630 lbs. (2100 kg) (FWD only.)

Brake, automatic vehicle hold

Brakes, 16" front sliding caliper disc, 16" rear sliding caliper disc

Brake lining wear indicator

Brake rotor, FNC

Exhaust, turned down, hidden

Mechanical jack with tools
Wheel, compact spare 17" (43.2 cm) steel
Tire, compact spare, T125/70R17, blackwall
Shutters, front upper and lower grille, active
Headlamps, LED
IntelliBeam, automatic high beam on/off
Tail lamps, LED
Glass, deep-tinted, rear
Window, rear side, solar absorbing, privacy tinting
Mirror caps, body-color
Mirrors, outside heated power-adjustable, manual-folding
Liftgate, rear manual
Door handles, body-color
Audio system feature, standard speaker system
Infotainment, High
SiriusXM with 360L Trial Subscription SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
5G vehicle connectivity (Terms and limitations apply. See onstar.com or dealer for details.)
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Wireless Apple CarPlay/Wireless Android Auto
Google Automotive Services capable
Noise control system, active noise cancellation
USB Ports, 2 type-C located on back of center console, charge only
USB Ports, 2, one type-A and one type-C data/charge, located in the front area of the center console
Seat trim, Cloth
Seats, heated driver and front passenger
Seat adjuster, driver 6-way manual
Seat adjuster, front passenger 4-way manual
Headrest, rear center
Armrest, rear center, fold-down with 2 cupholders
Floor mats, carpeted, front (Deleted when (RIA/VAV) are ordered.)
Floor mats, carpeted, rear (Deleted when (RIA/VAV) are ordered.)
Steering wheel, 3-spoke
Steering wheel, heated, automatic
Steering column, tilt and telescopic
Speedometer, miles/kilometers
Driver Information Center 11" diagonal Driver Information Center
Display, AOS occupant sensing

11.3" diagonal advanced color LCD display with Google Built-In compatibility including navigation capability, connected apps, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones
Vehicle health management
Windows, remote express-up/-down driver and express-down all passengers
Keyless Open and Start
Remote Start
Adaptive Cruise Control
Remote panic alarm
Air conditioning, single-zone
Defogger, rear-window electric
Air filter, pollutant
Mirror, inside rearview manual day/night
Visors, driver and front passenger illuminated vanity mirrors, covered
Map pocket, driver seatback
Map pocket, front passenger seatback
Carpeted load floor
Power outlet, cargo area auxiliary, 12-volt
Enhanced Automatic Emergency Braking
Intersection Automatic Emergency Braking intersection alert, braking
Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Airbag, Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
Rear Park Assist
HD Rear Vision Camera
Forward Collision Alert
Following distance indicator
Front Pedestrian and Bicyclist Braking
Rear Cross Traffic Braking

Reverse Automatic Braking
Blind Zone Steering Assist
Lane Keep Assist with Lane Departure Warning, enhanced
Side Bicyclist Alert
Occupant Presence Detection, front and rear
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use
Safety Alert Seat
Seat Belt Adjustable Guide Loops
Rear Seat Reminder
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

3/10/2026

Quote ID: **42705**

Order Cut Off Date: **2/20/2026**

Mike Reed
City of Tulare
Fleet

411 E. Kern Ave.

Tulare, California, 93274

Dear Mike Reed,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2026 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$30,045.00	\$29,602.34	1.473 %	\$442.67
Tax (8.2500 %)		\$2,442.19		
Tire fee		\$8.75		
Total		\$32,053.28		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT, (STD)
TRANSMISSION	
Code	Description
MRQ	Transmission, Continuously Variable (CVT), (STD)
AXLE	
Code	Description
F8M	Axle, 5.81 final drive ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
1LT	LT Preferred Equipment Group, includes standard equipment
WHEELS	
Code	Description
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum, (STD)
TIRES	
Code	Description
RJL	Tires, 235/65R17, all-season blackwall, (STD)
PAINT	
Code	Description
GXD	Sterling Gray Metallic
SEAT TYPE	
Code	Description
AR9	Seats, front bucket, (STD)
SEAT TRIM	
Code	Description

EKV	Black, Cloth seat trim
ADDITIONAL EQUIPMENT	
Code	Description
R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet)

2026 Fleet/Non-Retail Chevrolet Equinox FWD 4dr LT w/1LT

WINDOW STICKER

2026 Chevrolet Equinox FWD 4dr LT w/1LT		
CODE	MODEL	MSRP
1PT26	2026 Chevrolet Equinox FWD 4dr LT w/1LT	\$28,800.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT, (STD)	\$0.00
MRQ	Transmission, Continuously Variable (CVT), (STD)	\$0.00
F8M	Axle, 5.81 final drive ratio	\$0.00
1LT	LT Preferred Equipment Group, includes standard equipment	\$0.00
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum, (STD)	\$0.00
RJL	Tires, 235/65R17, all-season blackwall, (STD)	\$0.00
GXD	Sterling Gray Metallic	\$0.00
AR9	Seats, front bucket, (STD)	\$0.00
EKV	Black, Cloth seat trim	\$0.00
R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet)	(\$750.00)
Please note selected options override standard equipment		
	SUBTOTAL	\$28,050.00
	Advert/ Adjustments	\$0.00
	Manufacturer Destination Charge	\$1,995.00
	TOTAL PRICE	\$30,045.00
Est City: 26 MPG Est Highway: 29 MPG Est Highway Cruising Range: 429.20 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)

Transmission, Continuously Variable (CVT) (STD)

Axle, 5.81 final drive ratio (FWD only.)
--

EXTERIOR

Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum (STD)
--

Tires, 235/65R17, all-season blackwall (STD)
--

INTERIOR

Seats, front bucket (STD)

ADDITIONAL EQUIPMENT

Convenience Package I includes (BTV) Remote Start, (DAE) illuminated visor vanity mirrors, (KA1) driver and front passenger heated seats, (KI3) heated steering wheel and (WLM) remote express-up/-down driver and express-down all passengers
--

Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, Following Distance Indicator, (UEU) Forward Collision Alert and IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking. Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning. Front Pedestrian Braking replaced by standard Front Pedestrian and Bicyclist Braking.)

Fuel, gasoline, E15

Automatic Stop/Start

Drive Mode Selector

Front-wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link

Battery, 70AH, 12V, 760 cold-cranking amps
--

Alternator, 130 amps

GVWR, 4630 lbs. (2100 kg) (FWD only.)

Brake, automatic vehicle hold

Brakes, 16" front sliding caliper disc, 16" rear sliding caliper disc

Brake lining wear indicator

Brake rotor, FNC

Exhaust, turned down, hidden

Mechanical jack with tools
Wheel, compact spare 17" (43.2 cm) steel
Tire, compact spare, T125/70R17, blackwall
Shutters, front upper and lower grille, active
Headlamps, LED
IntelliBeam, automatic high beam on/off
Tail lamps, LED
Glass, deep-tinted, rear
Window, rear side, solar absorbing, privacy tinting
Mirror caps, body-color
Mirrors, outside heated power-adjustable, manual-folding
Liftgate, rear manual
Door handles, body-color
Audio system feature, standard speaker system
Infotainment, High
SiriusXM with 360L Trial Subscription SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
5G vehicle connectivity (Terms and limitations apply. See onstar.com or dealer for details.)
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Wireless Apple CarPlay/Wireless Android Auto
Google Automotive Services capable
Noise control system, active noise cancellation
USB Ports, 2 type-C located on back of center console, charge only
USB Ports, 2, one type-A and one type-C data/charge, located in the front area of the center console
Seat trim, Cloth
Seats, heated driver and front passenger
Seat adjuster, driver 6-way manual
Seat adjuster, front passenger 4-way manual
Headrest, rear center
Armrest, rear center, fold-down with 2 cupholders
Floor mats, carpeted, front (Deleted when (RIA/VAV) are ordered.)
Floor mats, carpeted, rear (Deleted when (RIA/VAV) are ordered.)
Steering wheel, 3-spoke
Steering wheel, heated, automatic
Steering column, tilt and telescopic
Speedometer, miles/kilometers
Driver Information Center 11" diagonal Driver Information Center
Display, AOS occupant sensing

11.3" diagonal advanced color LCD display with Google Built-In compatibility including navigation capability, connected apps, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones
Vehicle health management
Windows, remote express-up/-down driver and express-down all passengers
Keyless Open and Start
Remote Start
Adaptive Cruise Control
Remote panic alarm
Air conditioning, single-zone
Defogger, rear-window electric
Air filter, pollutant
Mirror, inside rearview manual day/night
Visors, driver and front passenger illuminated vanity mirrors, covered
Map pocket, driver seatback
Map pocket, front passenger seatback
Carpeted load floor
Power outlet, cargo area auxiliary, 12-volt
Enhanced Automatic Emergency Braking
Intersection Automatic Emergency Braking intersection alert, braking
Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Airbag, Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
Rear Park Assist
HD Rear Vision Camera
Forward Collision Alert
Following distance indicator
Front Pedestrian and Bicyclist Braking
Rear Cross Traffic Braking

Reverse Automatic Braking
Blind Zone Steering Assist
Lane Keep Assist with Lane Departure Warning, enhanced
Side Bicyclist Alert
Occupant Presence Detection, front and rear
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use
Safety Alert Seat
Seat Belt Adjustable Guide Loops
Rear Seat Reminder
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

3/10/2026

Quote ID: **42704**

Order Cut Off Date: **2/20/2026**

Mike Reed
 City of Tulare
 Fleet

411 E. Kern Ave.
 Tulare, California, 93274

Dear Mike Reed,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2026 Chevrolet Equinox (1PT26) FWD 4dr LT w/1LT,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$30,045.00	\$29,602.34	1.473 %	\$59,204.67	\$885.33
Tax (8.2500 %)		\$2,442.19		\$4,884.38	
Tire fee		\$8.75		\$17.50	
Total		\$32,053.28		\$64,106.55	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT, (STD)
TRANSMISSION	
Code	Description
MRQ	Transmission, Continuously Variable (CVT), (STD)
AXLE	
Code	Description
F8M	Axle, 5.81 final drive ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
1LT	LT Preferred Equipment Group, includes standard equipment
WHEELS	
Code	Description
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum, (STD)
TIRES	
Code	Description
RJL	Tires, 235/65R17, all-season blackwall, (STD)
PAINT	
Code	Description
GAZ	Summit White
SEAT TYPE	
Code	Description
AR9	Seats, front bucket, (STD)
SEAT TRIM	
Code	Description

EKV	Black, Cloth seat trim
ADDITIONAL EQUIPMENT	
Code	Description
R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet)

2026 Fleet/Non-Retail Chevrolet Equinox FWD 4dr LT w/1LT

WINDOW STICKER

2026 Chevrolet Equinox FWD 4dr LT w/1LT		
CODE	MODEL	MSRP
1PT26	2026 Chevrolet Equinox FWD 4dr LT w/1LT	\$28,800.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT, (STD)	\$0.00
MRQ	Transmission, Continuously Variable (CVT), (STD)	\$0.00
F8M	Axle, 5.81 final drive ratio	\$0.00
1LT	LT Preferred Equipment Group, includes standard equipment	\$0.00
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum, (STD)	\$0.00
RJL	Tires, 235/65R17, all-season blackwall, (STD)	\$0.00
GAZ	Summit White	\$0.00
AR9	Seats, front bucket, (STD)	\$0.00
EKV	Black, Cloth seat trim	\$0.00
R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet)	(\$750.00)
Please note selected options override standard equipment		
SUBTOTAL		\$28,050.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,995.00
TOTAL PRICE		\$30,045.00
Est City: 26 MPG Est Highway: 29 MPG Est Highway Cruising Range: 429.20 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)
Transmission, Continuously Variable (CVT) (STD)
Axle, 5.81 final drive ratio (FWD only.)

EXTERIOR

Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum (STD)
Tires, 235/65R17, all-season blackwall (STD)

INTERIOR

Seats, front bucket (STD)

ADDITIONAL EQUIPMENT

Convenience Package I includes (BTV) Remote Start, (DAE) illuminated visor vanity mirrors, (KA1) driver and front passenger heated seats, (KI3) heated steering wheel and (WLM) remote express-up/-down driver and express-down all passengers
Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, Following Distance Indicator, (UEU) Forward Collision Alert and IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking. Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning. Front Pedestrian Braking replaced by standard Front Pedestrian and Bicyclist Braking.)
Fuel, gasoline, E15
Automatic Stop/Start
Drive Mode Selector
Front-wheel drive
Suspension, front MacPherson strut
Suspension, rear 4-link
Battery, 70AH, 12V, 760 cold-cranking amps
Alternator, 130 amps
GVWR, 4630 lbs. (2100 kg) (FWD only.)
Brake, automatic vehicle hold
Brakes, 16" front sliding caliper disc, 16" rear sliding caliper disc
Brake lining wear indicator
Brake rotor, FNC
Exhaust, turned down, hidden

Mechanical jack with tools
Wheel, compact spare 17" (43.2 cm) steel
Tire, compact spare, T125/70R17, blackwall
Shutters, front upper and lower grille, active
Headlamps, LED
IntelliBeam, automatic high beam on/off
Tail lamps, LED
Glass, deep-tinted, rear
Window, rear side, solar absorbing, privacy tinting
Mirror caps, body-color
Mirrors, outside heated power-adjustable, manual-folding
Liftgate, rear manual
Door handles, body-color
Audio system feature, standard speaker system
Infotainment, High
SiriusXM with 360L Trial Subscription SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)
5G vehicle connectivity (Terms and limitations apply. See onstar.com or dealer for details.)
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Wireless Apple CarPlay/Wireless Android Auto
Google Automotive Services capable
Noise control system, active noise cancellation
USB Ports, 2 type-C located on back of center console, charge only
USB Ports, 2, one type-A and one type-C data/charge, located in the front area of the center console
Seat trim, Cloth
Seats, heated driver and front passenger
Seat adjuster, driver 6-way manual
Seat adjuster, front passenger 4-way manual
Headrest, rear center
Armrest, rear center, fold-down with 2 cupholders
Floor mats, carpeted, front (Deleted when (RIA/VAV) are ordered.)
Floor mats, carpeted, rear (Deleted when (RIA/VAV) are ordered.)
Steering wheel, 3-spoke
Steering wheel, heated, automatic
Steering column, tilt and telescopic
Speedometer, miles/kilometers
Driver Information Center 11" diagonal Driver Information Center
Display, AOS occupant sensing

11.3" diagonal advanced color LCD display with Google Built-In compatibility including navigation capability, connected apps, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones
Vehicle health management
Windows, remote express-up/-down driver and express-down all passengers
Keyless Open and Start
Remote Start
Adaptive Cruise Control
Remote panic alarm
Air conditioning, single-zone
Defogger, rear-window electric
Air filter, pollutant
Mirror, inside rearview manual day/night
Visors, driver and front passenger illuminated vanity mirrors, covered
Map pocket, driver seatback
Map pocket, front passenger seatback
Carpeted load floor
Power outlet, cargo area auxiliary, 12-volt
Enhanced Automatic Emergency Braking
Intersection Automatic Emergency Braking intersection alert, braking
Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Airbag, Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
Rear Park Assist
HD Rear Vision Camera
Forward Collision Alert
Following distance indicator
Front Pedestrian and Bicyclist Braking
Rear Cross Traffic Braking

Reverse Automatic Braking
Blind Zone Steering Assist
Lane Keep Assist with Lane Departure Warning, enhanced
Side Bicyclist Alert
Occupant Presence Detection, front and rear
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use
Safety Alert Seat
Seat Belt Adjustable Guide Loops
Rear Seat Reminder
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

3/10/2026

Quote ID: **42702**

Order Cut Off Date: **1/13/2026**

Mike Reed
 City of Tulare
 Fleet

411 E. Kern Ave.
 Tulare, California, 93274

Dear Mike Reed,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck 5.8' Box,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$50,935.00	\$49,754.54	2.318 %	\$1,180.46
Tax (8.2500 %)		\$4,104.75		
Tire fee		\$8.75		
Total		\$53,868.04		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	Emissions, Federal requirements
ENGINE	
Code	Description
L84	Engine, 5.3L EcoTec3 V8, (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency
TRANSMISSION	
Code	Description
MHT	Transmission, 10-speed automatic, electronically controlled, with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking
AXLE	
Code	Description
GU5	Rear axle, 3.23 ratio
PREFERRED EQUIPMENT GROUP	
Code	Description
1WT	Work Truck Preferred Equipment Group, includes standard equipment
WHEELS	
Code	Description
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel, (STD)
TIRES	
Code	Description
QDV	Tires, 265/70R17 all-terrain, blackwall
SPARE TIRE	
Code	Description
XCQ	Tire, spare 265/70R17SL all-season, blackwall
PAINT	
Code	Description
GAZ	Summit White

SEAT TYPE	
Code	Description
AZ3	Seats, front 40/20/40 split-bench, (STD)
SEAT TRIM	
Code	Description
H1T	Jet Black, Cloth seat trim
RADIO	
Code	Description
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
Z82	Trailer Package, includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance
G80	Auto-locking rear differential
KC4	Cooling, external engine oil cooler
KNP	Cooling, auxiliary external transmission oil cooler
KW7	Alternator, 170 amps
JL1	Trailer brake controller, integrated
CTT	Hitch Guidance, dynamic single line to aid in trailer alignment for hitching
R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet)
GVWR	
Code	Description
C5Y	GVWR, 7100 lbs. (3221 kg)

2026 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck 5.8' Box

WINDOW STICKER

2026 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck 5.8' Box

CODE	MODEL	MSRP
CK10543	2026 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck 5.8' Box	\$46,000.00
OPTIONS		
FE9	Emissions, Federal requirements	\$0.00
L84	Engine, 5.3L EcoTec3 V8, (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency	\$1,595.00
MHT	Transmission, 10-speed automatic, electronically controlled, with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking	INC
GU5	Rear axle, 3.23 ratio	INC
1WT	Work Truck Preferred Equipment Group, includes standard equipment	\$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel, (STD)	\$0.00
QDV	Tires, 265/70R17 all-terrain, blackwall	\$200.00
XCQ	Tire, spare 265/70R17SL all-season, blackwall	INC
GAZ	Summit White	\$0.00
AZ3	Seats, front 40/20/40 split-bench, (STD)	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, (STD)	\$0.00
Z82	Trailer Package, includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance	\$425.00
G80	Auto-locking rear differential	\$395.00
KC4	Cooling, external engine oil cooler	INC
KNP	Cooling, auxiliary external transmission oil cooler	INC
KW7	Alternator, 170 amps	\$0.00
JL1	Trailer brake controller, integrated	\$275.00
CTT	Hitch Guidance, dynamic single line to aid in trailer alignment for hitching	INC
R9L	Removes OnStar Basics (OnStar Fleet Basics for Fleet)	(\$750.00)
C5Y	GVWR, 7100 lbs. (3221 kg)	INC

Please note selected options override standard equipment

SUBTOTAL	\$48,140.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$2,795.00
TOTAL PRICE	\$50,935.00

Est City: 26 MPG
Est Highway: 29 MPG
Est Highway Cruising Range: 429.20 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine. Requires (AZ3) front 40/20/40 split-bench seats.)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)

EXTERIOR

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

BODY CODE

Durabed, pickup bed

ADDITIONAL EQUIPMENT

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

Push Button Start

Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive
Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
Recovery hooks, front, frame-mounted, Black
Frame, fully-boxed, hydroformed front section
Suspension Package, Standard
Steering, Electric Power Steering (EPS) assist, rack-and-pinion
Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
Brake lining wear indicator
Capless Fuel Fill
Exhaust, single outlet
Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
Bumpers, front, Black (semi-gloss)
Bumpers, rear, Black (semi-gloss)
CornerStep, rear bumper
Cargo tie downs (12), fixed rated at 500 lbs per corner
Headlamps, halogen reflector with halogen Daytime Running Lamps
IntelliBeam, automatic high beam on/off
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
Taillamps with incandescent tail, stop and reverse lights
Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
Glass, solar absorbing, tinted
Door handles, Black
Tailgate and bed rail protection cap, top
Tailgate, standard
Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
Tailgate, gate function manual, no EZ Lift
Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)
Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Bluetooth for phone, connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Seat trim, Vinyl
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Steering column, Tilt-Wheel, manual with wheel locking security feature
Steering column lock, electrical
Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Window, power front, drivers express up/down
Window, power front, passenger express down
Windows, power rear, express down (Not available with Regular Cab models.)
Door locks, power
Remote Keyless Entry, with 2 transmitters
Cruise control, electronic with set and resume speed, steering wheel-mounted
Power outlet, front auxiliary, 12-volt
USB Ports, 2, Charge/Data ports located on instrument panel
Air conditioning, single-zone manual
Air vents, rear, heating/cooling (Not available on Regular Cab models.)
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Daytime Running Lamps with automatic exterior lamp control
Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires (UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)
HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)



Staff Report

Meeting: City Council
Date: March 17, 2026

Department: General Services
Submitted by: Manuel Correa, General Services Director
Agenda Title: Acceptance of Community Cleanup and Employment Pathway Grant Funds

RECOMMENDED ACTION

Adopt a resolution authorizing the City Manager or designee to accept Community Cleanup and Employment Pathway (CCEP) grant funds in the amount of \$200,000 and execute agreements and all other applicable documents with the California Department of Transportation for the West Tulare Alleyway Beautification and Workforce Initiative Project.

SUMMARY

The Community Cleanup and Employment Pathway (CCEP) Grant Program is a signature initiative under the Clean California Program, administered by the California Department of Transportation (Caltrans). This grant program is designed to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment.

The City of Tulare’s Keep Tulare Beautiful campaign will utilize the grant for West Tulare Beautification and Workforce Initiative will expand upon the City’s ongoing efforts to create a cleaner, safer and more vibrant community through coordinate clean up, beautification, and workforce development. The project will focus on addressing persistent litter, graffiti, and illegal dumping. For more information, please see attached documentation.

FISCAL IMPACT & FUNDING SOURCES

City of Tulare must match \$10,000 that will be from General Services budget. Acceptance of the grant agreement does not appropriate funding or amend the City’s current fiscal year budget. Any required budgetary adjustments, including recognition of grant revenue and appropriation of related expenditures and any required local match, will be presented to the City Council for consideration through a separate budget resolution at a future meeting. Upon adoption of that resolution, the applicable fiscal year budget will be amended in accordance with the terms and conditions of the grant agreement.

ENVIRONMENTAL REVIEW

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

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

LEGAL REVIEW

The Agreement is based upon the City’s standard model approved by the City Attorney, and the Agreement will be reviewed during the signing phase.

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. Resolution
2. Restricted Grant Agreement
3. Clean California Grant Guidelines
4. Clean California Grant Application

Reviewed/Approved: 

RESOLUTION 2026-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULARE
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ACCEPT COMMUNITY CLEANUP
AND EMPLOYMENT PATHWAY GRANT FUNDS IN THE AMOUNT OF \$200,000, EXECUTE
AGREEMENTS AND ALL OTHER APPLICABLE DOCUMENTS WITH THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION FOR THE WEST TULARE ALLEYWAY
BEAUTIFICATION AND WORKFORCE INITIATIVE PROJECT**

WHEREAS, on September 9, 2025, the California Department of Transportation (“Caltrans”) Clean CA grant program announced a funding opportunity for the Community Cleanup and Employment Pathway (CCEP) program; and

WHEREAS, successful applicants will enter into a contract with Caltrans to complete the Grant Scope program.

WHEREAS, the City Council of the City of Tulare is eligible to receive State funding for certain transportation related work through Caltrans; and

WHEREAS, a Restricted Grant Agreement is needed to be executed with the Caltrans before such funds can be claimed through the Clean California Local Grant Program; and

WHEREAS, the City of Tulare wishes to delegate authorization to execute these agreements and any amendments thereto.

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

Section 1. The City Manager, or designee, is hereby authorized to accept grant funds in the amount of \$200,000 and execute all Restricted Grant Agreements, any amendments, and all other applicable documents necessary with the California Department of Transportation for the West Tulare Alleyway Beautification and Workforce Initiative Project.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Tulare this 17th day of March 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

Clean California Local Grant Program (State)

Restricted Grant Agreement

This Restricted Grant Agreement (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS**, and the **City of Tulare**, hereinafter referred to as **AGENCY**, will commence on **April 1, 2026**, or upon approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of this RGA and before receipt of Notice to Proceed from **CALTRANS**. This RGA shall expire on **November 1, 2027**.

Recitals

1. Under this RGA, **CALTRANS** intends to convey State restricted grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, who will implement the project pursuant to the attached Approved Grant Application and Amendment(s) to Grant Application, Attachment III under the terms, covenants, and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as restricted grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.
3. WHEREAS, the Clean CA Program, through its Clean CA Local Grants Program, is authorized under California Streets and Highways Code Section 91.41 to provide funding and resources to support local projects that advance the program's goals and objectives;
4. WHEREAS, California Streets and Highways Code Section 91.41 provides the legislative authority for the Clean CA Program to advance the following intent and objectives:
 - a. **Reduce Waste and Beautify Public Spaces:** The primary goal of the program is to allocate grants to local and regional public agencies, transit agencies, and tribal governments to reduce waste and debris within public rights-of-way, tribal lands, parks, pathways, transit centers, and other public spaces. The program aims to enhance, rehabilitate, restore, or install measures to beautify and improve these public spaces.
 - b. **Improve Public Health and Community Placemaking:** The program seeks to enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation. By investing in the improvement of these spaces, it aims to create a positive and welcoming environment for the community.
 - c. **Promote Equity for Underserved Communities:** The program places a strong emphasis on advancing equity for underserved communities.
 - d. **Support Sustainable Practices:** The program encourages the implementation of sustainable practices in the beautification and enhancement of public spaces. This includes greening efforts, such as providing shade and reducing the urban heat island effect, as well as using native, low-water plants.
 - e. **Engage Local Communities:** The program promotes community engagement by requiring project proposals to reflect community priorities. It encourages the involvement of local communities in the development and selection of projects to ensure they meet the needs and preferences of the affected population.
 - f. **Prohibit Displacement of Persons Experiencing Homelessness:** The program prohibits grants from funding projects that displace persons experiencing homelessness. This

reflects the intention to address public space improvements without negatively impacting vulnerable populations.

- g. **Transparent and Efficient Grant Allocation:** The program requires the program to issue a call for projects and announce grant awards. The guidelines for allocating grants must include project selection criteria and program evaluation metrics.
5. WHEREAS, the purpose of this RGA is to authorize Caltrans districts to enter into agreements with local agencies to support the development, implementation, and funding of local agencies partnership projects that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
6. WHEREAS, this RGA establishes a framework for Caltrans districts to provide financial contributions and other assistance to local agencies, fostering effective collaboration and coordination to deliver successful transit partnership projects;
7. WHEREAS, this RGA emphasizes transparency, objective evaluation, and fair allocation of resources, ensuring that projects scoring higher based on established criteria receive prioritization for funding and implementation;
8. WHEREAS, the Clean CA Program facilitates collaboration between Caltrans districts and local agencies to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment that align with the goals and priorities of the Clean CA Program and comply with California Streets and Highways Code Section 91.41;
9. WHEREAS, the Clean CA Program, in partnership with Caltrans districts, seeks to enhance local right-of-way areas to address waste management challenges, graffiti mitigation, and public space beautification, thereby contributing to create cleaner, safer, and more equitable public spaces throughout California;
10. WHEREAS, the Clean CA Program, established by the State of California, is a transformative initiative which promotes sustainable transportation alternatives, reducing greenhouse gas emissions, and combatting climate change to improve the overall quality of life for residents and visitors of California;
11. WHEREAS, the Clean CA Program envisions a comprehensive approach to address transportation challenges, enhance transit infrastructure, and support local agencies in their efforts to create efficient, safe, and environmentally friendly transit options;
12. NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties enter into this RGA to advance the purpose and intent of the Clean CA transit initiative, harnessing the legislative authority provided under California Streets and Highways Code Section 91.41, and collaborating on transit partnership projects that contribute to a sustainable, innovative, and well-connected transportation network throughout the State of California.

Now, Therefore, based upon the terms, covenants, and conditions of this RGA, the parties agree as follows:

Section I

AGENCY Agrees:

To timely and satisfactorily complete all Project work described in **Attachment III** ("Project Work") within the project budget and in accordance with the items of this RGA.

Section II

CALTRANS Agrees:

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

Section III

It Is Mutually Agreed:

1. Under this RGA, **CALTRANS** will convey State grant restricted funds to **AGENCY**, pursuant to Budget Act Line Item 2660-130-0001, and **AGENCY** will use the funds to only conduct the scope of work identified in this agreement and authorized by Streets and Highway Code section 91.41. The funds subject to this RGA must be identified as available to a public entity that is responsible for implementing the scope of work authorized under the Clean California Program in **CALTRANS'** budget, and **AGENCY** represents and warrants that it is a public entity that is responsible for implementing the scope of work authorized under the Clean California Program.
2. Under this restricted grant, funds may be only used for the purposes set forth in this RGA, **AGENCY** Resolution (**Attachment IV**), Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), and the Grant Program Guidelines (**Attachment I**), and the funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in **the Keep Tulare Beautiful West Tulare Alleyway Beautification & Workforce Initiative** hereinafter "Project", subject to the terms and conditions of this RGA and Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**), which are attached hereto as **Attachment III**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above-described Project is attached hereto as **Attachment IV**.
5. All services performed by **AGENCY** pursuant to this RGA shall be subject to and performed in accordance with California Streets and Highways Code §91.41 including, but not limited to, Government Code Section 14460(a)(1), as well as all applicable Federal, State, and Local laws, regulations, and ordinances, all applicable **CALTRANS** policies and procedures, and all applicable **CALTRANS** published manuals, including, but not limited to, the Grant Program Guidelines (**Attachment I**).

California Government Code Section 14460(a)(1) provides: "The department [**CALTRANS**], and external entities that receive state and federal transportation funds from the department, are spending those funds efficiently, effectively, economically, and in compliance with applicable state and Federal requirements. Those external entities include, but are not limited to, private for profit and nonprofit organizations, local transportation agencies, and other local agencies that receive transportation funds either through a contract with the department or through an agreement or grant administered by the department."

6. Project funding is as follows:

Fund Title	Fund Source	Dollar Amount
Clean California Funds	State General Fund (0001)	
	Budget Item 2660-130-0001	
	State Program Code 20.30.010.900	
	FY 2025/26	\$200,000.00
		\$200,000.00
Local Match	Local Match	\$ 10,000.00
	Total Project Cost	\$210,000.00

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

7. This RGA is exempt from the legal review and approval by the Department of General Services, pursuant to Legal Opinions of the Attorney General: 58 Ops. Cal. Atty. Gen. 586 (1975), 63 Ops. Cal. Atty. Gen. 290 (1980), 74 Ops. Cal. Atty. Gen. 10 (1991), and 88 Ops. Cal. Atty. Gen. 56.

8. Notification of Parties

- a. **AGENCY's** Project Manager for Project is Manny Correa @ 559-936-1908.
- b. **CALTRANS'** District Partnership Primary Liaison is Jennifer Nishikawa @ 559-824-9501 and secondary Liaison is Rene Sanchez @ 559-906-0627, "District Partnership Liaison" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Tulare
 Attention: Manny Correa, City Manager
 Phone Number: 559-936-1908
 Email: mcorrea@tulare.ca.gov
 411 E. Kern Ave
 Tulare, California 93274

California Department of Transportation, District Partnership Liaison
 (District 6/Clean California)
 Attention: Jennifer Nishikawa, Office Chief, D6 Maintenance
 Phone Number: (559) 824-9501
 Jennifer.Nishikawa@dot.ca.gov

1352 W. Olive Ave
Fresno, California 93728

9. Period of Performance

- a. Reimbursable work under this RGA shall begin no earlier than on **April 1, 2026**, following the written approval of **CALTRANS** and **AGENCY's** receipt of the Notice to Proceed letter of this RGA by **CALTRANS**. All reimbursable work shall terminate no later than **November 1, 2027**. Project closeout and final invoicing to **CALTRANS** must be submitted no later than **June 30, 2027**. Work incurred after **November 1, 2027**, will not be reimbursed. Payment shall be forfeit for any and all invoicing submitted to **CALTRANS** after **November 1, 2027**. Notwithstanding the foregoing, Caltrans will reimburse for actual close out costs incurred by **AGENCY** through **November 1, 2027** (which, in total, shall not exceed 5% of the grant award).
- b. If requested by the **CALTRANS District Partnership Liaison**, **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed sent by **CALTRANS**.

10. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of the parties.

11. Cost Limitation

- a. The maximum total amount granted and reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$200,000.00**.
- b. It is agreed and understood that the Clean CA funds are limited to the amount granted. **CALTRANS** will only reimburse the cost of services actually incurred in accordance with the provisions of this RGA and as authorized by the **CALTRANS District Partnership Liaison** at or below that fund limitation established herein.

12. Termination

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least 30 days in advance of the effective date of such termination in the event **CALTRANS** determines (at its sole discretion) that **AGENCY** failed to proceed with PROJECT Work in accordance with the terms of this RGA. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized, and non-cancelled costs up to the date of termination. **AGENCY** shall return any unused advance amounts which cannot be supported by eligible expenditure documentation.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all costs that are expressly allowable, pre-authorized in writing, and non-cancellable, up to the date of termination.
- c. **AGENCY** has 60 days after the Termination Date to submit accurate invoices to **CALTRANS** to make final allowable payments for Project costs in accordance with the terms of this RGA. Failure to submit invoices within this period of time shall result in a waiver by **AGENCY** of its right to reimbursement of expended costs. Costs that are reimbursed and later determined to be ineligible for reimbursement shall be returned by **AGENCY** to **CALTRANS**.

13. Budget Contingency Clause

- a. It is mutually agreed that if the US Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA do

not appropriate sufficient funds for the program, this RGA shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this RGA and **AGENCY** shall not be obligated to perform any provisions of this RGA.

- b. The certification of FY 2025/26 funds will be contingent upon the passage of the FY 2025/26 Budget. Payment for any work performed that is funded by FY 2025/26 will be delayed if the FY 2025/26 Budget is not signed by June 30, 2025. Pursuant to Government Code (GC), Section 926.10, no late payment penalty shall accrue during any time period for which no Budget Act in effect. If funding for any fiscal year is reduced or deleted by US Congress or State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this RGA with no liability occurring to **CALTRANS** or offer an RGA Amendment to **AGENCY** to reflect reduced amount.

14. Payment and Invoicing

- a. **AGENCY**, its contractors, subcontractors and sub-recipients, shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.
- b. The method of payment for this RGA will be based on the actual allowable costs that are incurred in accordance with the provisions of this RGA and in the performance of the Approved Grant Application and Amendment(s) to Grant Application (**Attachment III**). **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs, and including, but not limited to, labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project Work. Indirect costs are reimbursable only if the **AGENCY** has identified the estimated indirect cost rate in **Attachment II** and an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III–Cost Principles, Item 16d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III–Cost Limitations, Item 11a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel, and other estimated costs and fees set forth in **Attachment III** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.
- c. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in accordance with the provisions of this RGA and in the performance of Project Work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date but must have also paid for those costs to claim any reimbursement.
- d. The **AGENCY** indirect cost rate must be approved in writing by the California Department of Transportation Independent Office of Audits and Investigations or federal cognizant agency before any reimbursement payment is made by **CALTRANS** to **AGENCY** for such cost.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its subrecipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://travelpocketguide.dot.ca.gov/>.

Also see website for summary of travel reimbursement rules.

- f. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly, but no more frequently than monthly, in arrears upon completion of project tasks, milestone and/or deliverables in accordance with the Project Timeline in **Attachment III** to the satisfaction of **CALTRANS District Partnership Liaison**
 - g. Invoices shall reference this RGA Number and shall be signed and submitted to **CALTRANS District Partnership Liaison**, as stated in **Section III–Notification of Parties, Item 8c**.
 - h. Invoices shall include the following information:
 - 1) Names of the **AGENCY** personnel performing work
 - 2) Dates and times of Project Work
 - 3) Locations of Project Work
 - 4) Itemized costs as set forth in **Attachment III**, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, sub-recipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
 - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
 - i. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per Section III–Termination, Item 12.
 - j. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly, but no more frequently than monthly, in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
 - k. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date this RGA expires. **AGENCY** has until **June 30, 2027**, to make final allowable payments to Project contractors or vendors, and November 1, 2027, to submit the Project's Final Report, as defined in Attachment I and a final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the 60th day will be reverted and will no longer be accessible to reimburse late Project invoices contractor.
 - l. The final invoice will be paid upon submission by **AGENCY** to **CALTRANS** and acceptance by **CALTRANS** of the Final Delivery Report. Complete final delivery reports and invoices must be submitted to **CALTRANS** by **November 1, 2027**.
15. Quarterly Progress Reporting
- a. **AGENCY** shall submit written quarterly progress reports to the **CALTRANS District Partnership Liaison** to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

16. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors, sub-recipients, in-kind contributors, and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.
- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within 30 days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must have identified estimated indirect cost rate in **Attachment II**, prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch05.pdf>
- e. **AGENCY** agrees and shall require that all its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

17. Americans with Disabilities Act

By signing this Agreement, **AGENCY** assures **CALTRANS** that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

18. Iran Contracting Act

AGENCY must complete and submit to **CALTRANS** the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor

shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

19. Indemnification

- a. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, its contractors, its subrecipients, or its subcontractors under or in connection with any work, authority, or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY** shall fully defend, indemnify, and save harmless **CALTRANS** and all of **CALTRANS'** officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortuous, contractual, likeness statutes under California Civil Code §§ 3344 and 3344.1, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents, contractors, subrecipients, or subcontractors under this RGA.
- b. **AGENCY** agrees to fully defend, indemnify, and save harmless **CALTRANS** and all of its officers and employees from any and all claims, lawsuits, or legal actions, including reasonable attorneys' fees and legal costs, relating to intellectual property claims arising from or related to the Project and/or any work procured under this RGA, including but not limited to claims based on (1) U.S. federal or state trademark infringement laws, (2) patent infringement laws (3) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (4) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (5) 17 U.S.C. § 113, (6) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (7) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, including intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property.

20. Nondiscrimination Clause (2 CCR 11105 Clause b)

- a. During the performance of this RGA, the **AGENCY**, its contractors, its subrecipients, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other

sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.

- d. **AGENCY** and its contractors, its sub-recipients, and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this RGA.

21. Retention of Records/Audits

- a. **AGENCY**, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY**, its contractors, subcontractors, and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors, and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS**, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- d. **AGENCY**, its subrecipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent

data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.

- e. Additionally, all grants may be subject to a pre-award audit prior to execution of this RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- f. Any contract with a contractor, subcontractor, or sub-recipient entered into as a result of this RGA shall contain all the provisions of this article.

22. Adjudication of Facts in Disputes

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The **CALTRANS** Contract Officer shall issue a written decision within 30 days of receipt of the dispute. If **AGENCY** rejects the decision of the **CALTRANS** Contract Officer, **AGENCY** can pursue any and all remedies authorized by law. Neither party waives any rights to pursue remedies authorized by law.
- b. Neither the pendency of a dispute nor its consideration by **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of this RGA.

23. Third-Party Contracts

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted to a third party without prior written authorization by the **CALTRANS District Partnership Liaison** unless expressly included (subrecipient identified) in **Attachment III** as Project Work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of State law, including, without limitation, the requirement that the **AGENCY** endeavor to obtain at least three (3) competitive bids for solicitation of goods, services, and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the applicable provisions of the State Contracting Manual (SCM), Chapter 5, which are not inconsistent with this **Item 23, Third Party Contracts**. The SCM can be found and the following link: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- c. Any contract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors, must be submitted to the **CALTRANS District Partnership Liaison**.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** subrecipients, contractors, or subcontractors, and the **AGENCY** shall be fully responsible for all work performed by its subrecipients, contractors, or subcontractors.

- e. Prior authorization in writing by the **CALTRANS District Partnership Liaison** shall be required before **AGENCY** enters into any non-budgeted sub-agreement. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs. **AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III–Payment and Invoicing, Item 14(h)(4), above**.
- f. Any contract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subrecipients, contractors, and subcontractors, will be allowable as Project costs only after those costs are incurred and paid for by the subrecipients, contractors, and subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III–Payment and Invoicing, Item 14c, above**.

24. Drug-Free Workplace Certification

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code Sections 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

25. Relationship of Parties

It is expressly understood that this agreement is executed by and between two (2) independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

26. State-Owned Data

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the **CALTRANS District Partnership Liaison** immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this Agreement.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (State Administrative Manual (SAM) Section 5335.1).

27. CALTRANS' Use of "Before" and "After" Project Photographs

- a. **AGENCY** acknowledges it provided a "Before" photograph of the Project with the **AGENCY's** application for the Clean California Local Grant Program. **AGENCY** acknowledges and agrees it must provide an "After" photograph of the Project as part of the close out reporting process.
- b. **AGENCY** warrants it is the copyright owner of the "Before" and "After" Project photographs.
- c. Neither the "Before" nor "After" Project photographs shall include the faces of any individuals.
- d. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the "Before" and "After" Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.

- e. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

28. Limited Grant of Rights to **CALTRANS** for Use of Educational Programming (“educational programming”) Created or Produced for Project and Visual Art Located Outside of State Right-of-Way (“**Artwork**”) Created or Produced for Project

a. Educational programming:

- i. **AGENCY** shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.
- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. When applicable, **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.
- iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the **AGENCY** are used on educational programming created or produced for Project under this RGA, **AGENCY** agrees to obtain and grant all necessary rights for **CALTRANS** to use and allow agents of **CALTRANS** to use the logos in connection with use of the educational programming for non-commercial purposes or State government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

b. **Artwork**:

- i. **AGENCY** shall obtain from the artist(s), or any other copyright owner(s) of **Artwork**, a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or

derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. **AGENCY** shall obtain any and all other intellectual property rights necessary to make this grant to **CALTRANS** as described in this RGA.

- ii. **AGENCY** grants to **CALTRANS** an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of **Artwork** created or produced for Project under this RGA, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- iii. **AGENCY** shall obtain and provide to **CALTRANS** any and all documentation **CALTRANS** reasonably determines is necessary or desirable to perfect the license or sublicense described in this RGA to **CALTRANS**. This documentation shall be provided to **CALTRANS** within fifteen (15) days of written notice that this documentation is required.

29. Government Purpose Rights for Inventions

- a. Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by **AGENCY** or jointly with the **AGENCY's** contractor, subcontractor and/or subrecipient during the term of this RGA and in performance of any work under this RGA, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA.
- b. **CALTRANS** will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose said invention(s) outside **CALTRANS** for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

30. Additional Intellectual Property Provisions

- a. To the extent any intellectual property is created or produced for Project under this RGA, and not covered in other provisions of this RGA, **AGENCY** agrees to take reasonable steps to ensure that **CALTRANS** has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this RGA.
- b. If additional uses are reasonably determined to be needed by **CALTRANS** for public outreach purposes, **AGENCY** will obtain rights and grant **CALTRANS** and its agents said additional rights for use of the "Before" and "After" Project photos, **Artwork** created or produced for Project under this RGA, and educational programming created or produced for Project under this RGA.

The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.

- c. When requested to so do by **AGENCY**, all reproductions and/or copies by **CALTRANS** of “Before” or “After” Project photographs, educational programming, and **Artwork** shall contain a credit to the Artist/ Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner’s name, date of publication]. **AGENCY** bears sole responsibility to promptly notify **CALTRANS**, in writing, about instances where such accreditation is requested and provide the Artist/ Copyright owner’s name and date of publication. **CALTRANS** will make reasonable efforts to affix the copyright notice in a timely manner.
- d. Required disclaimer language for educational programming and **Artwork** created or produced for Project under this RGA.
 - i. Educational programming: **AGENCY** must place a disclaimer statement in a conspicuous manner on the educational programming created or produced for Project under this RGA a disclaimer that states the content of the educational programming does not reflect the official views or policies of **CALTRANS**. The educational programming does not constitute a standard, specification, or regulation.
 - ii. **Artwork**: **AGENCY** must place a disclaimer statement in a conspicuous manner on or in close proximity to the **Artwork** created or produced for Project under this RGA a disclaimer statement that the contents of the artwork do not reflect the official views or policies of **CALTRANS**.
- e. Avoidance of Infringement: In performing work under this RGA, **AGENCY** and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If **AGENCY** or its employees becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY** or its employees shall immediately notify **CALTRANS** in writing.
- f. **Contractors, Subcontractors, and Subrecipients**: Through contract with its sub-recipients, contractors, and subcontractors, **AGENCY** shall affirmatively bind by contract all of its contractors, subcontractors, subrecipients, and service vendors (hereinafter “**AGENCY’s Contractor/Subcontractor/Subrecipient**”) providing services under this RGA to conform to the provisions of paragraphs 31-33 of this RGA. In performing services under this RGA, **AGENCY’s Contractor/Subcontractor/Subrecipient** shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If **AGENCY’s Contractor/Subcontractor/Subrecipient** becomes aware of any such possible infringement in the course of performing any work under this RGA, **AGENCY’s Contractor/Subcontractor/Subrecipient** shall immediately notify the **AGENCY** in writing, and **AGENCY** will then immediately notify **CALTRANS** in writing.

31. Visual Art Located on California State Right-of-Way

AGENCY agrees if Project involves visual art located on California State right-of-way, Project must be submitted and adhere to **CALTRANS’** most current Transportation Art Proposal process, policies, guidelines, and requirements. Information regarding **CALTRANS’** Transportation Art program can be found at <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art>. **AGENCY** bears sole responsibility for ensuring that any Project will be timely submitted through **CALTRANS’** Transportation Art Proposal process, approved, and installed prior to any deadlines as required by this RGA.

- a. **AGENCY** acknowledges that funds provided by **CALTRANS** under this RGA shall not be used for maintenance outside of the project time limits as provided in this RGA.
- b. **AGENCY** acknowledges that the **CALTRANS**' Transportation Art Proposal process requires, among other things, **CALTRANS** ownership of any tangible visual final artwork, an unlimited, irrevocable copyright assignment to **CALTRANS** of the final artwork, and waiver of moral rights under California Civil Code § 987 (the California Art Preservation Act) and 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA") of the final artwork.
- c. **AGENCY** acknowledges that any submittal to the **CALTRANS**' Transportation Art Proposal process includes restrictions on the type of work that can be located on California State right-of-way.

32. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, **AGENCY's** indemnification obligations contained elsewhere in this Agreement, **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY's** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

33. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if **AGENCY** or its subcontractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, **AGENCY** or its subcontractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. **AGENCY** shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from **CALTRANS District Partnership Liaison**

34. Project Close Out/Closeout Report

- a. **AGENCY** will provide a final close out report to the **CALTRANS District Partnership Liaison** no later than November 1, 2027.
CALTRANS reserves the right to inspect the project location prior to approving the final invoice and closeout report.
- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt and approval of the final closeout report by the **CALTRANS District Partnership Liaison**.
- c. Payments shall be forfeit if invoices are submitted after **November 1, 2027**.

35. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by **CALTRANS** must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

36. Prevailing Wages and Labor Code Compliance

AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the **AGENCY**'s work on or for the Project.

37. In the event of any inconsistency between the provisions which constitute this RGA, the following order of precedence shall apply:

- I. This Restricted Grant Agreement (as amended);
- II. The **CALTRANS** Local Grant Program Guidelines;
- III. Approved Indirect Cost Rate (if applicable);
- IV. Approved Grant Application (as amended); and
- V. **AGENCY** Resolution.

38. Survival

AGENCY's representations, the indemnification provisions in paragraph 21, intellectual property provisions in paragraphs 30, 31, 32, and 33, and all other provisions which by their inherent character establish ongoing obligations shall remain in full force and effect, regardless of any expiration and/or termination of this RGA.

39. Sanctions

No agreements under this RGA shall be made with individuals and/or entities that are determined to be a target of sanctions by the State of California while such sanctions are in effect.

Section IV

Attachments:

The following attachments are incorporated into and are made a part of this RGA by this reference and attached hereto.

- I. Clean CA Community Cleanup and Employment Pathway (CCEP) Grant Program Guidelines
- II. Approved Indirect Cost Rate (if applicable)
- III. Approved Grant Application and Amendment(s) to Grant Application (if applicable)
- IV. **AGENCY** Resolution

In Witness Whereof, the parties hereto have executed this RGA on the day and year first herein above written:

AGENCY NAME

By (signature):

Printed Name:

Title:

Date:

**CALTRANS DISTRICT PARTNERSHIP LIAISON
CLEAN CALIFORNIA PROGRAM**

By (signature):

Printed Name:

Jennifer Nishikawa

Title:

D6 Clean California District Partnership Liaison

Date:

**CALIFORNIA DEPARTMENT OF TRANSPORTATION
CLEAN CALIFORNIA PROGRAM**

By (signature):

Printed Name:

Walter Yu

Title:

Clean California Program Director

Date:



Community Cleanup and Employment Pathway Grants

PROGRAM GUIDELINES

Clean CA Program
Summer 2025

**Clean CA Program
Community Cleanup and Employment Pathway Grant Program Guidelines**

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Clean CA Program

Community Cleanup and Employment Pathway Grant Program Guidelines

Introduction

The Community Cleanup and Employment Pathway (CCEP) Grant Program is a signature initiative under the Clean California Program, administered by the California Department of Transportation (Caltrans). This grant program is designed to support litter abatement and public space beautification efforts on locally owned public right-of-way while creating workforce development opportunities for individuals facing barriers to employment.

Through competitive grants, the program provides funding to local agencies (including federally recognized tribal governments) to conduct targeted litter cleanup and graffiti removal activities, complemented by educational and engagement efforts that foster community pride and long-term maintenance. The program places strong emphasis on serving disadvantaged and underserved communities (as identified in Section 4.1 of grant application template) and encourages local commitment through participation in the Clean California Community designation pledge¹.

A core component of this program is the creation of employment pathways through partnerships with workforce development organizations or use of existing employment development departments. These partnerships will connect justice-impacted individuals, those experiencing homelessness, at-risk youth, and others with meaningful job training and paid transitional employment opportunities focused on litter abatement, landscaping, and environmental stewardship.

Program Objectives

- **Litter and Graffiti Abatement:** Support sustained litter cleanup and graffiti removal on local right-of-way.
- **Workforce Development:** Create transitional employment and training opportunities for vulnerable populations either through partnerships with workforce development organizations or use of existing employment development departments.
- **Equity and Inclusion:** Prioritize disadvantaged communities and support pathways to community self-sufficiency.
- **Sustainable Community Engagement:** Promote public education and anti-littering campaigns. Take the online Clean California Community designation pledge to ensure sustainability and long-term impact.

By integrating cleanup, workforce development, and community engagement, the CCEP Grant Program seeks to create cleaner, safer, and more equitable public spaces throughout California.

¹ <https://cleanca.com/designation/>

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

Eligible Entities

For the purposes of the CCEP Grant Program, eligible entities will be defined as:

- **Local Governments** – Cities, counties, and special districts responsible for community services and maintenance.
- **Transit Agencies** – Public transportation agencies with jurisdiction over facilities or right-of-way that intersect with cleanup needs.
- **Tribal Governments** – Federally recognized tribes.
- **Joint Applications** – Partnerships among the above entities, including collaborations with community-based organizations, workforce development boards, educational institutions, or local nonprofits, are encouraged and eligible.

Eligible Expenses

Eligible expenses may include, but are not limited to:

- **Staff Time:** Local agency staff time directly related to proposal delivery is eligible. This includes staff time for developing and administering contracts, program management, and coordination with community-based organizations.
- **Travel Costs:** Reasonable and necessary travel costs that are directly related to proposal implementation (e.g., site visits, stakeholder engagement, workforce coordination) are eligible.
- **Materials and Supplies:** Tools, equipment, safety gear, and cleanup supplies needed for community cleanup activities.
- **Workforce Development Costs:** Training, certification, stipends, or wages directly tied to workforce development opportunities for program participants.
- **Public Outreach and Education:** Costs related to promoting cleanup events, workforce opportunities, and community engagement.

Caltrans District Partnerships

The Caltrans districts possess in-depth knowledge of the local context and unique challenges, making them invaluable enablers to support grant applicants in proposal identification, development, and implementation processes. They are encouraged to foster strong partnerships with local agencies to ensure seamless coordination and efficient proposal delivery. By leveraging their expertise and collaborating closely with stakeholders, districts can support local agencies in effectively address challenges related to waste management, graffiti, and aesthetic appeal in urban areas, ultimately beautifying public spaces within their districts.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

Proposals

Objectives

The grant proposal is the foundation for securing funding under the CCEP Grant Program. The proposal must demonstrate how the applicant will use grant funding to meet the program's core objectives through locally led, community-driven efforts. Proposals should clearly articulate the public benefit of the proposed activities, particularly in disadvantaged or underserved communities.

Applicants are expected to:

- Identify litter abatement and graffiti removal needs in specific areas of local right-of-way.
- Detail a plan for workforce development, including partnerships with workforce organizations and strategies for engaging vulnerable populations.
- Commit to community engagement strategies and educational outreach that promote long-term cleanliness and civic pride.
- Demonstrate alignment with the Clean California Community designation pledge. The pledge is not required to apply for or receive funding.
- Provide a sustainable approach to maintaining the public space improvements achieved through the grant.

Each proposal must be comprehensive, feasible, and results-driven, ensuring that awarded funding leads to measurable environmental, social, and economic impacts in the applicant's community.

Evaluation Criteria

Applications will be submitted by local agencies to their respective Caltrans district coordinators, then evaluated and scored competitively by the Clean CA Program based on the criteria listed below. Applications that score highest across these categories will be prioritized for funding.

1. Community Need and Impact (15 points)

- Demonstrates a clear need for litter abatement and graffiti removal, including information such as description of the history of the area, prior efforts to address the issues and how this grant will make a difference.

**Clean CA Program
Community Cleanup and Employment Pathway Grant Program Guidelines**

- Identifies underserved or disadvantaged areas where the proposal will be implemented.
- Outlines benefits to public health, safety, environmental quality, and community aesthetics.

2. Workforce Development Strategy (15 points)

- Includes a detailed plan for engaging and employing vulnerable populations.
- Establishes partnerships with workforce development organizations (e.g., BCOE Back 2 Work, Center for Employment Opportunities (CEO), Chrysalis or similar) or leverage existing employment departments.
- Provides evidence of transitional employment (as measured by participants who are able to find long-term employment), training, and pathways to long-term job placement.

3. Community Engagement and Education (15 points)

- Describes plans for community input, public education, and volunteer participation.
- Commits to youth education, anti-littering outreach, or (encouraged but not mandatory) participation in the Clean California Community designation program.

4. Long-Term Sustainability and Maintenance (15 points)

- Outlines a long-term plan to fund the maintenance of cleaned and beautified spaces.
- Includes partnerships, volunteer programs, or recurring community events in alignment with the Clean CA community designation pledge.
- Describes infrastructure or policy measures to prevent future littering.

5. Clean California Community Designation Pledge (10 points)

- Applicant has taken or plans to take the Clean California Community pledge.
- Demonstrates commitment to meeting at least 10 of the 15 designation criteria.

6. Proposal Feasibility and Readiness (10 points)

- Provides a detailed implementation schedule.
- Demonstrates capacity to manage the proposal, including procurement, reporting, and oversight.

**Clean CA Program
Community Cleanup and Employment Pathway Grant Program Guidelines**

7. Matching Funds and Leveraged Resources (10 points)

- Describes how matching funds (cash or in-kind) will support and expand proposal activities.
- Ensures that match contributions are additive and not part of existing baseline cleanup operations.

8. Disadvantaged or Under-served Community (10 points)

Applicants will be required to include supporting documentation (e.g., CalEnviroScreen map outputs, local demographic data, or letters from community organizations) to demonstrate that the proposed project serves a disadvantaged or under-served community. The following criteria will be recognized as indicators of disadvantaged or under-served communities (see grant proposal template for details):

- Median Household Income
- CalEnviroScreen 4.0
- Free or Reduced-Price School Meals
- Healthy Places Index
- Native American Tribal Lands

Application Submissions

- The Clean CA grant program proposal template must be used for submitting the proposal. Ensure that all sections of the template are completed comprehensively and provide sufficient detail to support the evaluation and decision-making process.
- Local agencies, in collaboration with districts, complete the template and submit comprehensive proposals.
- Each proposal submitted for consideration must include a letter of support from the Caltrans district that is submitting the proposal. The letter of support should demonstrate the district's endorsement to the proposal. It will serve as evidence of the district's collaboration and partnership with local agencies, ensuring seamless coordination and efficient proposal delivery. The inclusion of the letter will help validate the proposal's feasibility and foster confidence in the successful implementation of the proposal.

Outreach and Partnership

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

District-Level Engagement

- Caltrans district staff will serve as on-the-ground liaisons to promote the program locally, identify high-need areas, and encourage eligible applicants to submit proposals.
- District coordinators will collaborate with grant applicants to build partnerships aligned with the program's objectives.

Encouraging Clean California Community Pledges

- As part of the outreach effort, Caltrans will actively promote the Clean California Community designation pledge, encouraging applicants to take the pledge during the grant application process.
- The Clean CA Program will provide technical assistance as needed to help communities understand the benefits of designation and complete the pledge requirements.

Through strategic outreach and strong partnerships, Caltrans will ensure that the grant program reaches a diverse range of communities and delivers equitable opportunities to participate in the Clean California mission.

Selection and Notification

1. Proposal Review and Evaluation:

- Clean CA Program reviews all proposals against qualitative evaluation criteria outlined in the guidelines.
- Proposals are assessed for alignment with waste management, graffiti mitigation, aesthetics and equity objectives.

2. Proposal Selection:

- Clean CA Program selects proposals based on evaluation results and criteria alignment. High-priority proposals that benefit underserved communities are prioritized.

3. Proposal Award Notification:

- Clean CA Program notifies Caltrans districts of the selected proposals by email. Districts inform the corresponding local agencies about their grant award. Debriefs will be provided upon request to applicants who were not awarded a grant.

**Clean CA Program
Community Cleanup and Employment Pathway Grant Program Guidelines**

Schedule

Milestone	Date
Program Launch & Public Outreach Begins	July 1, 2025
Grant Guidelines Finalized & Published	August 15, 2025
Call for Proposals Opens	September 15, 2025
Proposal Submission Deadline	November 3, 2025
Application Review and Scoring	November–December 2025
Award Notifications Issued	January 15, 2026
Grant Agreements Executed	February–March 2026
Proposal Implementation Period Begins	April 1, 2026
Quarterly Progress Check-In (Reporting Due)	April 2026-April 2027
Proposal Implementation Period Ends	April 1, 2027
Final Reports and Closeout Due	November 1, 2027

Funding Mechanism

The funding mechanism for the CCEP proposals involves a restricted grant agreement (RGA) between the Caltrans district and the grant recipient (local agency, including federally recognized tribe) which is a legal mechanism that outlines the terms and conditions of the financial commitments for the awarded grant funding . It serves as a formal contract that establishes the roles and responsibilities of each party in the CCEP proposal.

The agreement includes the following elements:

- **Proposal Scope:** The RGA defines the scope of the proposal, detailing the specific improvements and enhancements to be undertaken within the local right-of-way.
- **Funding Commitment:** It outlines the financial contributions, specifying the amount that Caltrans will provide for the proposal and any in-kind contribution from the grant applicant.
- **Timeline and Milestones:** The agreement sets forth a clear timeline for proposal development, implementation, , and completion, including key milestones to be achieved during each phase.
- **Roles and Responsibilities:** It outlines the roles and responsibilities of the Caltrans district and the local agency in the proposal's execution, ensuring seamless coordination and cooperation.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Compliance and Reporting:** The RGA may include requirements for compliance with relevant regulations, reporting on proposal progress, and any necessary documentation and record-keeping.
- **Dispute Resolution:** In the event of any disputes or disagreements, the RGA may outline a mechanism for resolving issues between the Caltrans district and the local agency.

Matching Funds / In-Kind Contributions

The CCEP Grant Program is designed to reduce financial barriers for local agencies, nonprofits, and community-based organizations. As such, no cash match requirement is imposed on applicants. However, applicants are encouraged to identify and document in-kind contributions and other non-state resources that will help maximize the impact of state funds.

Eligible In-Kind Contributions may include:

- Staff time dedicated to project planning, implementation, or coordination.
- Volunteer labor associated with cleanup events, outreach, or community engagement.
- Donated materials or equipment used directly in cleanup or beautification activities.
- Facilities and meeting space contributed for trainings, workforce activities, or project planning.
- Complementary programs or services provided by partner agencies or organizations that directly support grant objectives.

Program Expectations:

- In-kind contributions are not required to apply for or receive funding.
- Applicants who provide in-kind support should quantify contributions where possible (e.g., estimated dollar value of staff time, equipment, or materials).
- In-kind contributions will be considered during proposal evaluation as evidence of community commitment, partnership strength, and project sustainability.
- Documentation of in-kind contributions should be included in the proposal budget narrative at the time of application and reported during proposal implementation.

**Clean CA Program
Community Cleanup and Employment Pathway Grant Program Guidelines**

Funding Disbursement

Grant awards will be issued as reimbursable agreements, not lump sum payments.

- **Reimbursable Basis:** Grantees will be required to incur and document eligible expenses up front. Caltrans will then reimburse those expenses upon submission of proper invoices and supporting documentation.
- **Invoicing:** Invoices must include receipts, staff time records, or other documentation demonstrating that expenses are consistent with approved Caltrans Division of Local Assistance guidelines/template (Form LAP 5-A).
- **Payment Timeline:** Reimbursements will generally be processed within 45 days of receipt of a complete and accurate invoice package.
- **Advance Payments:** No advance or upfront lump sum disbursements will be provided under this program.

Performance Metrics

To ensure accountability and evaluate success, all grantees are required to track and report on key performance metrics aligned with the program's goals. These metrics will be tracked by grantees on templates provided by Caltrans to help measure the environmental, economic, and social impact of funded activities.

Environmental Impact Metrics

- Volume of litter and debris removed (in cubic yards or pounds with supporting documentation, e.g. weight/dump tickets and before/after photos)
- Square footage of graffiti abated (before/after photos)
- Number of litter cleanup events conducted (event attendance sheets and/or event flyers)
- Number of hard-to-recycle or bulky item collection events held (event attendance sheets and/or event flyers)

Workforce Development Metrics

- Number of individuals employed through workforce programs (with supporting documentation of individuals/crews employed, e.g. payroll logs)

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- Hours of paid work experience and job training provided (with supporting documentation of individuals paid and training provided, e.g. payroll logs)
- Demographics of workforce participants (e.g., justice-involved, unhoused, at-risk youth)
- Number and percentage of participants securing long-term employment post-program

Community Engagement Metrics

- Number of community volunteers engaged (attendance sheets)
- Number of public outreach events or education campaigns implemented (event flyers / attendance sheets)
- Clean California Community pledge status and progress toward meeting designation criteria
- Number of community partnerships established (e.g., schools, businesses, nonprofits)

Sustainability and Maintenance Metrics

- Number of anti-litter infrastructure elements installed (e.g., bins, signage with supporting documentation, e.g. before/after photos)
- Planned frequency of cleanup and maintenance activities post-grant implementation
- Plan for ongoing community stewardship and long-term litter prevention practices post-grant implementation

Grantees will submit quarterly progress reports and a final close-out report at the end of the implementation period. These reports will summarize accomplishments, challenges, lessons learned, and include supporting documentation such as photographs, volunteer logs, and workforce data.

Clean CA Roles/Responsibilities

- **Program Management:** Responsible for overall program management and coordination of CCEP proposals statewide. Ensure that proposals align with the CalSTA objectives on climate action and meet the program's guidelines and priorities.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Proposal Selection:** Select proposals based on factors such as recognizing underserved communities, high litter areas known challenges for waste management, graffiti, and lack of aesthetic appeal in urbanized districts and local agencies which align with CCEP Program objectives.
- **Proposal Oversight:** Provide oversight and guidance throughout the proposal lifecycle. Review proposals, assess their feasibility and alignment with program objectives, and ensure that the proposals adhere to the guidelines and timelines.
- **Technical Assistance:** Provide technical assistance to grant applicants and recipients during the proposal planning and implementation phases. Provide expertise and support in areas such as graffiti abatement, employment pathways, litter abatement, beautification, , and climate action.
- **Budget Management:** Responsible for overseeing the allocation and management of funds for CCEP proposals. Ensure that budgetary requirements are met and that funds are appropriately allocated to prioritize high-visibility proposals with an urgency to be delivered within their respective districts.
- **Monitoring and Evaluation:** Monitor proposal progress, track milestones, and evaluate the effectiveness of implemented enhancements. Assess the impact of CCEP proposals on improving waste management practices, reducing graffiti, and enhancing the aesthetic appeal of local areas .
- **Quarterly Reporting and Documentation:** Maintain accurate records of proposal activities, including proposals, RGAs, progress reports, and proposal outcomes. Prepare periodic reports to communicate proposal status, achievements, and challenges to Caltrans leadership.

District Roles

Partnership Identification

- **Stakeholder Engagement:** Engage with local stakeholders, such as city officials, local agency representatives, community organizations, and advocacy groups, to foster partnerships and collaborations.

Project Management and Oversight

- **Project Implementation:** Monitor and facilitate the implementation of proposals according to the defined scope of work, schedule, and milestones.
- **Communication and Coordination:** Maintain regular communication and coordination with partner organizations to address any issues, provide guidance, and track progress.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- Performance Evaluation: Conduct periodic evaluations to assess project performance, identify any necessary adjustments, and ensure adherence to objectives and quality standards.

Reporting and Documentation

- Progress Updates: Maintain regular communication with the Clean CA Program on project status, achievements, challenges, and any adjustments made to the scope of work or schedule.
- Documentation Retention: Ensure proper documentation of all agreements, communication records, project plans, and reports for record-keeping and future reference.
- Performance Monitoring: Monitor the progress and performance of projects to ensure the allocated funds are being effectively utilized.
- Reporting: Require regular reporting from local/transit agencies on the implementation and outcomes of the funded projects, including progress updates and evaluation results.
- Data Collection: Coordinate with partners to collect relevant project data, metrics, and deliverables.

Invoice Verification (Reimbursement)

- **Ensure Compliance with RGA:** Confirm that submitted invoices align with the terms and conditions outlined in the RGA.
- **Validate Eligible Expenditures:** Review costs to ensure they are allowable under program guidelines, e.g., litter abatement, beautification, and employment pathway activities.
- **Confirm Completion of Work:** Verify that the work claimed in the invoice has been completed as described, including site visits or photographic documentation if required.
- **Check Supporting Documentation:** Ensure that all required backup materials (e.g., receipts, timesheets, contractor invoices) are included and accurate.
- **Monitor Project Progress:** Track milestones and deliverables to confirm that the project is on schedule and consistent with the approved scope.
- **Coordinate with Local Agencies:** Communicate with grantees to resolve discrepancies, request missing documentation, or clarify unclear charges.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Approve for Reimbursement:** Once verified, inform the Clean California Program to proceed with payment processing by Caltrans Accounting.
- **Report and Escalate Issues:** Flag any non-compliance, ineligible costs, or incomplete work for further review and potential corrective action.

Project Close-out Verification

- **Review Final Deliverables:** Confirm that all project components were completed as outlined in the original grant scope and agreement.
- **Verify Documentation Accuracy:** Ensure the closeout report includes complete and accurate records, e.g. before/after photos, receipts, payroll logs, and performance metrics.
- **Confirm Use of Funds:** Check that all expenditures align with approved budget categories and Clean CA eligibility requirements.
- **Assess Community Impact:** Evaluate whether the project met its stated goals (e.g., litter reduction, beautification, job creation) and delivered measurable benefits.

Stakeholder Engagement

- **Community Outreach:** Engage with local communities to provide updates on project progress, gather feedback, and address any concerns or inquiries related to the urbanized transit projects.
- **Public Awareness:** Promote the projects and their benefits to raise public awareness of their benefits, climate action goals, and improvements in active transportation, micro-mobility, and transit station aesthetics.

Grant Recipient Responsibilities

RGA Development

- **Scope of Work:** Collaborate with Caltrans district coordinator to define the scope of work for each proposal, including the specific activities, objectives, and desired outcomes.
- **Schedule and Milestones:** Work with Caltrans district coordinator to establish a comprehensive schedule with realistic milestones to ensure completion of all proposals. The schedule should consider proposal complexity, resource availability, and potential challenges that may arise during implementation.
- **Resource Planning:** Determine the necessary resources, including funding, personnel, equipment, and materials, required to execute the proposals successfully.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Legal and Administrative Considerations:** Ensure that all RGAs and cooperative agreements comply with Caltrans legal requirements and administrative procedures.

Proposal Management and Oversight

- **Proposal Implementation:** Monitor and facilitate the implementation of proposals according to the defined scope of work, schedule, and milestones.
- **Communication and Coordination:** Maintain regular communication and coordination with Caltrans district coordinator to address any issues, provide guidance, and track progress.
- **Performance Evaluation:** Conduct periodic evaluations to assess proposal performance, identify any necessary adjustments, and ensure adherence to objectives and quality standards.

Reporting and Documentation

- **Progress Updates:** Maintain regular communication with the Caltrans district coordinator and Clean CA Program on proposal status, achievements, challenges, and any adjustments made to the scope of work or schedule.
- **Documentation Retention:** Ensure proper documentation of all agreements, communication records, proposal plans, and reports for record-keeping and future reference.
- **Performance Monitoring:** Monitor the progress and performance of proposals to ensure the allocated funds are being effectively utilized.
- **Quarterly Reporting:** Complete quarterly reporting on the implementation and outcomes of the funded proposals, including progress updates and evaluation results.
- **Data Collection:** Collect relevant proposal data, metrics, and deliverables.

Final Vouchering and Project Close-out

- **Submit Final Documentation:** Provide a comprehensive close-out report detailing completed work, expenditures, and outcomes.
- **Include Proof of Completion:** Attach visual evidence (e.g., before/after photos), final deliverables, and any required certifications to demonstrate project completion.
- **Provide Financial Reconciliation:** Submit a final invoice with itemized costs and supporting documentation to reconcile total grant expenditures.

Clean CA Program Community Cleanup and Employment Pathway Grant Program Guidelines

- **Address Scope and Budget Alignment:** Confirm that all activities and costs align with the approved project scope and budget in the RGA.
- **Respond to Caltrans Requests:** Be prepared to clarify, revise, or supplement the report if requested by Caltrans District Coordinators.
- **Submit Final Voucher Request:** Package the close-out report with the final payment request for review and approval by Caltrans.

Stakeholder Engagement

- **Community Outreach:** Engage with local communities to provide updates on proposal progress, gather feedback, and address any concerns or inquiries related to the urbanized CCEP proposals.
- **Public Awareness:** Promote the proposals and their benefits to raise public awareness of their benefits, climate action goals, and improvements in graffiti abatement, employment pathways, litter abatement, and local area aesthetics.

In addition, applicants are encouraged to include:

- **Community education campaigns** that highlight the impacts of litter, encourage behavior change, and promote responsible waste disposal.
- **Engagement strategies** such as school partnerships, volunteer events, and youth training that build long-term stewardship.
- **Collaboration with local businesses** to reduce litter at the source (e.g., convenience stores, fast food outlets, or transit hubs).

**Clean CA Program
Community Cleanup and Employment Pathway (CCEP) Grant Proposal**

I. PROJECT DESCRIPTION

CALTRANS DISTRICT	PROJECT TITLE	AGENCY NAME	AGENCY CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
			Agency Contact Name (Secondary)	Phone Number (Secondary)	Email Address (Secondary)
6	The Keep Tulare Beautiful – West Tulare Alleyway Beautification and Workforce Initiative	City of Tulare	Manny Correa (Primary) Carlos Soto (Secondary)	Manny: 559-936-1908 Carlos: 559-805-9090	mcorrea@tulare.ca.gov csoto@tulare.ca.gov

1.2 PROJECT DESCRIPTION

Instructions: Describe the proposed project, including key activities and outcomes. Indicate if the project includes (300-500 words):

- Community-led litter cleanup activities
- Employment or workforce training opportunities
- Local partnerships with local organizations, nonprofits, or public agencies
- Cleanup of public rights-of-way or public spaces

The City of Tulare's Keep Tulare Beautiful – West Tulare Alleyway Beautification and Workforce Initiative will expand upon the City's ongoing efforts to create a cleaner, safer, and more vibrant community through coordinated cleanup, beautification, and workforce development. The project will focus on addressing persistent litter, graffiti, and illegal dumping in older neighborhoods of West Tulare, where aging infrastructure and underinvestment have led to visible blight and diminished community pride. Through a combination of community participation, workforce partnerships, and interdepartmental collaboration, the initiative will transform neglected alleyways and public rights-of-way into maintained and inviting community assets. At the core of the project is a community-led cleanup and beautification campaign that will involve the removal of overgrown vegetation, graffiti abatement, and the collection of illegally dumped materials throughout targeted alleyways. City staff from the General Services Department, in collaboration with residents, volunteers, and local organizations, will lead neighborhood cleanup events that empower residents to play an active role in improving their surroundings. Beautification elements, such as landscaping, signage restoration, and a new downtown mural featuring the City's logo, will reinforce civic pride and the message of shared responsibility in keeping Tulare beautiful.

The project also includes a strong workforce development component that will create transitional employment and job training opportunities for individuals facing barriers to employment. The City has partnered with Community Services Employment Training (CSET), the local Conservation Corps, to engage participants in daily litter and graffiti abatement activities under the direction of experienced City staff. Additionally, the City will collaborate with its Homeless Shelter and Navigation Center Campus to provide vocational training for shelter guests seeking work experience, helping them develop transferable skills in maintenance, equipment operation, and environmental stewardship. Workers will gain valuable paid experience, safety training, and professional references to support future employment with the City, other agencies, or private employers.

The project's interdepartmental partnership between the General Services, Public Works, Engineering, and Community Development Departments will ensure efficient coordination and long-term sustainability. This

collaborative framework will allow the City to reimagine its alleyways as shared public spaces that support mobility, access, and safety while reducing health and environmental hazards associated with illegal dumping.

The project's anticipated outcomes include the removal of hundreds of cubic yards of litter and debris, the abatement of graffiti throughout public areas, and the revitalization of alleyways across West Tulare. Beyond physical improvements, the project will cultivate civic pride, expand workforce readiness, and strengthen relationships between residents, City staff, and community organizations. Through the support of the Clean California Program, Tulare will demonstrate how environmental cleanup, public engagement, and inclusive workforce development can work together to create cleaner and more equitable neighborhoods that reflect the community's shared commitment to keeping Tulare beautiful.

1.3 PURPOSE AND NEED

Instructions: Explain the problem the project is addressing and why the project is needed in the community. Describe the local conditions (e.g., litter, illegal dumping, blight, unemployment, etc.) and how this project supports community revitalization and workforce development (300-500 words).

Evaluation Criteria:

- **Demonstrates a clear need for litter abatement and graffiti removal, including information such as description of the history of the area, prior efforts to address the issues and how this grant will make a difference.**
- **Identifies underserved or disadvantaged areas where the proposal will be implemented.**
- **Outlines benefits to public health, safety, environmental quality, and community aesthetics.**

The City of Tulare's proposed Keep Tulare Beautiful – West Tulare Alleyway Beautification and Workforce Initiative responds to long-standing challenges of litter, graffiti, and illegal dumping that have impacted the health, safety, and appearance of West Tulare neighborhoods. These older residential areas, located within the City's most underserved census tracts, suffer from aging infrastructure, high poverty, and limited investment in public spaces. As a result, alleys and rights-of-way have become common sites for illegal dumping, overgrown vegetation, and vandalism, creating unsafe and unsightly conditions for residents. These environmental challenges diminish neighborhood pride, discourage community use of shared spaces, and contribute to ongoing cycles of neglect and blight.

According to the CalEnviroScreen 4.0, the project area encompasses Census Tracts 6107002202 and 6107003001, which rank in the 92nd and 88.89th percentiles statewide for overall pollution burden and population vulnerability. Residents face elevated rates of poverty, linguistic isolation, and unemployment, while also being exposed to poor air quality and lead contamination from older housing. The California Healthy Places Index further identifies the project area in the 3.1st percentile statewide, placing it among the least healthy and most environmentally burdened communities in California. These findings confirm that West Tulare is both socially and environmentally disadvantaged, making it a priority area for investment through the Clean California Program.

Historically, the City of Tulare has made significant strides in addressing these issues through the Keep Tulare Beautiful campaign, launched in 2021 by the General Services Department. This initiative has inspired civic pride

and introduced programs such as the Bye Bye Mattress recycling program, which has already diverted over 650 mattresses and box springs from illegal dumping, and the Community Tool Shed program, which allows residents to borrow landscaping tools free of charge to maintain their yards. Despite these successes, illegal dumping and graffiti remain persistent challenges that require expanded capacity and sustained workforce engagement to manage effectively.

This project is needed to restore safety, improve environmental quality, and strengthen community identity in West Tulare. Through the Clean California grant, the City will mobilize trained crews from the Community Services Employment Training (CSET) Conservation Corps, as well as participants from the City's Homeless Shelter and Navigation Center, to conduct litter abatement, graffiti removal, and beautification activities throughout high-need areas. These paid workforce opportunities will provide hands-on job training, skill development, and pathways to future employment in public works and maintenance.

By improving public spaces and addressing blight, the project will enhance neighborhood safety, reduce environmental hazards, and promote long-term stewardship. Clean, well-maintained alleyways and corridors will not only improve aesthetics but also foster a renewed sense of pride and ownership among residents. The initiative will create visible, lasting change by transforming neglected areas into welcoming community assets, while providing workforce participants with the tools and experience needed to achieve self-sufficiency and contribute positively to Tulare's ongoing revitalization.

1.4 MAP (Attachment A)

Instructions: Include any relevant project location maps, and associated data maps.

1.5 COST – Suggested Amount: \$50,000 to \$200,000

Instructions: Provide a detailed cost estimate for each activity below and submit with Attachment E.

Activity	Estimated Cost	Would applicant accept partial funding for this activity?
Planning / Outreach	\$ 5,000	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Implementation – Employment (based on historic number of litter crews/staff)	\$ 48,960	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Implementation – Cleanup (based on historic quantities of litter collection)	\$ 79,300	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Matching Funds – In-Kind Contribution	\$ 10,000	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Other (Specify)	\$ 0	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
TOTAL	\$ 143,260	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

1.6 SCHEDULE

Note: Project implementation should be completed by April 1, 2027 and final reports/close-out completed by October 31, 2027.

Milestone	Start Date	End Date
Planning & Community Engagement Begins	April 1, 2026	June 30, 2026
Hiring/Training Program Launch	July 1, 2026	August 31, 2026
Cleanup Activities Begin	September 1, 2026	March 31, 2027
Project Completion (By April 1, 2027)	April 1, 2027	April 1, 2027
Project Close-out (By October 31, 2027)	April 2, 2027	October 31, 2027

1.7 KNOWN CONCERNS OR RISKS

Known environmental concerns or risks

- No
 Yes

Known right-of-way concerns or risks

- No
 Yes

Instructions:

Please list any other known risks that could impact this project from being delivered on schedule, budget and scope (300-500 words).

The City of Tulare has extensive experience managing public works and beautification projects and does not anticipate significant risks to the timely delivery of the Keep Tulare Beautiful initiative. However, several manageable factors could affect schedule, budget, or scope if not proactively addressed. Potential risks include delays in the procurement of equipment or materials such as paint, landscaping supplies, and vehicles, which could temporarily impact the implementation schedule. Weather conditions, particularly during the rainy season, may also slow outdoor cleanup and painting activities. Workforce participation levels may fluctuate due to the transitional nature of the vocational training program, but the City's partnership with Community Services Employment Training (CSET) and the Homeless Shelter and Navigation Center will ensure steady recruitment and supervision of participants. Coordination between multiple City departments may also require continued communication to maintain alignment on scope and priorities. To mitigate these risks, the City will use existing purchasing contracts to expedite procurement, maintain flexible work scheduling, and conduct regular progress meetings across all participating departments. Through proactive planning and interdepartmental coordination, the City is confident that the project will be completed on schedule, within budget, and in full compliance with Clean California grant requirements.

2 EVALUATION CRITERIA ALIGNMENT

2.1 EVALUATION CRITERIA ALIGNMENT

Instructions:

Describe how the project addresses the following goals (include narrative under each section, 500-700 words):

- **Litter Abatement:**
(Describe the type, scale, and location of cleanup efforts.)
- **Job Creation & Employment Pathways:**
(Explain how the project provides direct employment, workforce training, and/or career pathway support for underemployed or underserved individuals.)
- **Community Engagement & Partnership:**
(Describe how local community groups, nonprofits, and/or workforce boards are engaged in project design or implementation.)

- **Sustainability:**
(Describe any strategies for sustaining outcomes beyond the grant term—e.g., partnerships, continued employment, long-term maintenance plans.)

Litter Abatement

The City of Tulare's Keep Tulare Beautiful – West Tulare Alleyway Beautification and Workforce Initiative will address persistent litter, graffiti, and illegal dumping in older neighborhoods located in the western portion of the city. These areas, identified through resident feedback and City inspections, include numerous alleyways and public rights-of-way that have become informal dumping grounds for trash, furniture, and debris. The project will mobilize cleanup crews from the City's General Services Department, the Community Services Employment Training (CSET) Conservation Corps, and participants from the City's Homeless Shelter and Navigation Center to conduct citywide litter abatement and beautification activities. Crews will focus on high-need areas where illegal dumping and graffiti are most concentrated, removing waste, trimming overgrown vegetation, and restoring signage and fencing. Activities will include the use of specialized equipment such as a utility vehicle, pressure washer, and paint sprayer to ensure efficient operations. The project will also feature targeted graffiti abatement using color-matched paints and protective coatings to prevent recurrence. Cleanup efforts will directly improve community health, safety, and aesthetics by reducing environmental hazards, improving visibility, and promoting civic pride in neighborhoods that have long suffered from neglect.

Job Creation and Employment Pathways

A key component of the project is the creation of transitional employment and workforce training opportunities for individuals facing barriers to employment. The City has partnered with Community Services Employment Training (CSET), the local Conservation Corps, to provide structured work experience in litter and graffiti abatement. Participants will work alongside City staff, gaining practical skills in maintenance operations, equipment use, safety procedures, and environmental stewardship. In addition, the City's Homeless Shelter and Navigation Center Campus will engage shelter residents interested in developing work experience and reentering the workforce. These individuals will receive paid training and mentoring to help them gain stability, confidence, and employable skills that can lead to long-term job opportunities with the City, other public agencies, or private employers. The City will also utilize a temporary employment agency to provide additional labor support, ensuring consistent staffing levels throughout the project. Through these combined partnerships, the project will provide immediate paid employment, job readiness training, and pathways toward permanent work, supporting both individual self-sufficiency and community revitalization.

Community Engagement and Partnership

The project builds on the City's ongoing Keep Tulare Beautiful campaign, launched in 2021 to encourage community pride and shared responsibility for neighborhood cleanliness. The campaign has successfully introduced public participation programs such as the Bye Bye Mattress recycling program and the Community Tool Shed program, both of which empower residents to take part in maintaining their community. The Clean California initiative will expand this community engagement by bringing together local government, nonprofit, and resident stakeholders. CSET will serve as a key workforce and implementation partner, while the City's General Services, Public Works, Engineering, and Community Development Departments will collaborate on planning, site selection, and oversight. The City will also engage neighborhood groups and volunteers in cleanup days and educational outreach to promote ongoing litter prevention and stewardship. Through visible community involvement and collaboration across multiple sectors, the project will reinforce local pride, strengthen civic connections, and demonstrate the collective value of maintaining a clean and safe environment.

Sustainability

The City of Tulare is committed to sustaining the outcomes of this project well beyond the grant term. Following completion of the Clean California project, ongoing litter abatement and beautification activities will be integrated into the City's regular maintenance schedule under the General Services Department. CSET will remain a long-term partner, continuing to provide workforce participants for future cleanup and community improvement initiatives. The Homeless Shelter and Navigation Center will also continue to connect residents with work experience opportunities that contribute to the City's beautification and maintenance needs. Additionally, the Keep Tulare Beautiful campaign will continue to promote resident engagement through volunteer cleanups, neighborhood outreach, and public education on litter prevention. The City will pursue additional grant funding and local partnerships to expand its beautification and workforce programs and ensure the continued

maintenance of improved alleyways and public spaces. Together, these strategies will ensure that the physical, social, and economic benefits created by this project are maintained for years to come.

3 COMMUNITY ENGAGEMENT

3.1 COMMUNITY ENGAGEMENT INFLUENCE

Instructions (300-500 words):

- *Identify how community input shaped the proposal.*
- *Describe planned engagement during implementation.*
- *Attach Public Engagement Plan (Attachment B).*

Community input has been essential in shaping the Keep Tulare Beautiful – West Tulare Alleyway Beautification and Workforce Initiative. Over the past several years, residents, neighborhood groups, and local organizations have consistently raised concerns about litter, graffiti, and illegal dumping throughout West Tulare. Requests for additional trash pickup, faster graffiti abatement, and alleyway maintenance have been submitted through direct reports to City staff, phone and online service requests, and public comment during City Council meetings. Residents have expressed that these environmental issues contribute to blight, safety concerns, and a sense of neglect in older neighborhoods that have long experienced underinvestment. This feedback helped the City prioritize cleanup and beautification activities in West Tulare and design a project that empowers residents to play an active role in improving their surroundings.

The proposal also reflects community interest from local churches and nonprofit organizations seeking opportunities to participate in cleanup efforts. The City has received requests from several groups, including the Tulare Youth Center, expressing a desire to take part in organized beautification events. These groups will now have the opportunity to directly participate through volunteer cleanup days, helping to transform neglected areas while fostering community pride and ownership. Their involvement will build intergenerational connections, provide youth service opportunities, and strengthen partnerships between civic institutions and residents. During implementation, the City will carry out a robust Public Engagement Plan to ensure ongoing collaboration, transparency, and community participation. The plan will include bilingual public meetings in English and Spanish to share project goals, present maps of proposed cleanup areas, and gather community input on priorities. Residents will be encouraged to identify specific sites needing attention and to provide feedback on beautification elements such as landscaping and signage restoration. Regular project updates and volunteer opportunities will be shared through the City's website, social media, flyers at community centers, and outreach through local churches and schools.

The City will also coordinate with its workforce partners, including the Community Services Employment Training (CSET) Conservation Corps and the City's Homeless Shelter and Navigation Center, to connect residents with training, job opportunities, and volunteer events. Community cleanup days will be held throughout the project period, combining professional litter abatement crews with volunteers from local organizations. After each event, the City will share photos, data, and outcomes with the public to celebrate progress and encourage continued participation.

Through this coordinated engagement process, residents will have a voice in shaping project priorities and a visible role in the City's beautification efforts. The initiative will not only improve the physical environment but also strengthen trust, civic pride, and collective ownership, ensuring that Tulare's neighborhoods remain cleaner, safer, and more connected long after the project is complete.

4 UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITIES

4.1 ANALYSIS

Is the project located in an underserved or historically excluded community?

- Yes
 No
 partially located in an underserved community

What was the basis for determining if any part of project is located in or benefits an historically excluded community: (only check a box if in or partially in an historically excluded community)

- a. Median Household Income
b. CalEnviroScreen 4.0
c. Free or Reduced-Price School Meals
d. Healthy Places Index
e. Native American Tribal Lands
f. Other

4.2 BENEFITS TO UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITY

Instructions: Describe how the project will benefit underserved or historically excluded communities through (300-500 words):

- Job access
- Cleaner, safer streets or public spaces
- Increased civic pride and stewardship
- Connection to public resources and services

The Keep Tulare Beautiful – West Tulare Alleyway Beautification and Workforce Initiative will provide significant social, environmental, and economic benefits to underserved and historically excluded communities in the City of Tulare. The project area encompasses neighborhoods within Census Tracts 6107002202 and 6107003001, both of which rank among the most disadvantaged in California according to the CalEnviroScreen 4.0 and the California Healthy Places Index. These areas have long experienced underinvestment, high unemployment, limited access to workforce opportunities, and deteriorating public spaces. By combining cleanup, beautification, and workforce training, the City aims to create lasting improvements that directly advance environmental justice and community empowerment.

A major benefit of this project is the creation of job access and employment pathways for residents facing barriers to employment. Through partnerships with the Community Services Employment Training (CSET) Conservation Corps and the City's Homeless Shelter and Navigation Center, the project will provide paid work experience for individuals who are unemployed or underemployed. Participants will gain hands-on training in litter and graffiti abatement, landscaping, and maintenance operations while developing transferable job skills that can lead to future employment with public agencies or private employers. This approach not only creates immediate economic opportunities but also helps participants build long-term self-sufficiency and confidence.

The project will also deliver cleaner, safer public spaces for residents of West Tulare. The cleanup and restoration of alleyways, sidewalks, and rights-of-way will remove trash, overgrown vegetation, and graffiti that contribute to unsafe and unhealthy conditions. Enhanced visibility, improved lighting, and the installation of community art will reduce opportunities for illegal dumping and vandalism, fostering a greater sense of safety and security. These improvements will transform neglected spaces into welcoming areas for walking, biking, and community interaction, encouraging residents to take pride in their neighborhoods.

Equally important, the project will promote increased civic pride and stewardship by engaging residents, schools, and community organizations in beautification activities. Public cleanup events, mural installations, and volunteer days will give residents a direct role in shaping and maintaining their surroundings. These visible and collaborative efforts will reinforce a sense of ownership and pride while strengthening the social connections that sustain community resilience.

Finally, the project will enhance connections to public resources and services by integrating City departments and local nonprofits in coordinated community outreach. Residents will be introduced to programs such as the Community Tool Shed, Bye Bye Mattress recycling program, and workforce resources offered through CSET. The City will also maintain communication channels for residents to report issues, access information, and stay involved in ongoing cleanup efforts.

Through these combined benefits, the Keep Tulare Beautiful initiative will create meaningful, lasting change for some of Tulare's most underserved neighborhoods. By improving environmental conditions, expanding access to employment, and empowering residents to take part in revitalization, the project will build cleaner, safer, and more connected communities that reflect the shared pride and potential of Tulare's people.

5 LETTER OF SUPPORT

5.1 LETTER OF SUPPORT

Instructions: Attach signed letters from Caltrans district (where proposal is located) endorsing the project.


6 ADDITIONAL ATTACHMENTS

6.1 SUPPLEMENTAL MATERIALS

Instructions – Attach any applicable documents as follows:

- **Attachment A:** Project / Data Maps
- **Attachment B:** Public Engagement Plan
- **Attachment C:** Existing Site Photos
- **Attachment D:** Letters of Support
- **Attachment E:** Cost Breakdown & Estimate
 - Break down expenses by category (e.g., staff time, equipment, materials, outreach, etc.)
 - Briefly explain the purpose of each cost to demonstrate alignment with project goals.

Prepared by:



Manuel Correa
General Services Director
City of Tulare

10/31/2025

Approval Recommended by:

District Clean CA Grant Coordinator Date

Approved by:

Clean California Program Director Date

Instructions – Attach any applicable documents as follows:

- **Attachment A:** Project / Data Maps
- **Attachment B:** Public Engagement Plan
- **Attachment C:** Existing Site Photos
- **Attachment D:** Letters of Support
- **Attachment E:** Cost Breakdown & Estimate
 - Break down expenses by category (e.g., staff time, equipment, materials, outreach, etc.)
 - Briefly explain the purpose of each cost to demonstrate alignment with project goals.



Staff Report

Meeting: City Council
Date: March 17, 2026

Department: City Attorney
Submitted by: Mario Zamora, City Attorney
Agenda Title: Emergency Shelter Operator Agreement

RECOMMENDED ACTION

Review and authorize the City Manager to execute the revised emergency shelter services agreement with Lighthouse Rescue Mission (“LRM”) regarding the City’s emergency shelter project for the term June 1, 2026 through May 31, 2029.

SUMMARY

At the February 17, 2026 meeting, Council reviewed changes to the Shelter Operator Agreement. The current revised version addresses further changes based on Council’s comments, comments from County Counsel, and revisions to the Policy and Procedure document.

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 services 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.

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 Services 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. 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 June, 2025~~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.~~ A. ~~By executing the agreement, Provider acknowledges its understanding of and capacity to meet the financial obligations specified therein.~~
- ~~B.~~ B. ~~Provider represents to City that it has been in operation for approximately twenty years with a focus over the past eight years in emergency homeless shelter operations.~~
- ~~A.C.~~ C. 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.
- ~~B.D.~~ D. 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.
- ~~C.E.~~ E. City desires to retain Provider to render services related to the operation of the Tulare Emergency Shelter Campus, also referred to as Tulare Cares Emergency Shelter, Tulare Cares Shelter, Tulare Cares Navigation Center, or Navigation Center, hereafter referred to as “Shelter” Tulare Emergency Shelter Campus (“Shelter”) located at the Hillman ~~Health~~ Center as set forth in this Agreement.
- ~~D.~~ D. ~~Provider is a faith-based organization. Provider and City acknowledge, consistent with applicable law, that all services funded by City pursuant this Agreement shall be secular in nature. Provider may, separate and aside from this Agreement and at Provider's sole expense, conduct religious activities on site, provided that Provider shall in no way be entitled to preference as a result of this Agreement. Provider’s ability to conduct religious activities on site shall be to the same extent and under the same conditions as provided to any other faith-based organization conducting religious activities on site. Participation in religious activities shall be strictly voluntary. No service, benefit, or occupancy contemplated by this Agreement shall be conditioned upon religious participation. 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.~~
- ~~E.F.~~ F.
- ~~F.G.~~ G. 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.H.~~ H. ~~E.~~ 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.~~

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. ~~b.~~ City shall have the responsibilities described in Exhibit “A.”

c. ~~e.~~ Provider shall cooperate with City and City staff in the performance of the Services hereunder.

d. ~~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.

2.3.Term. The term of this Agreement shall be three (3) ~~fiscal~~ years, commencing on ~~July~~May~~June~~ 1, 2026, and ending on ~~June~~April~~May~~ 3031, 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.

3.4.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 ~~in the aggregate One Million Five Hundred Thousand (\$1,500,000.00)~~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. ~~Except to the extent expressly provided for herein, all~~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.

4.5. Method of Payment. Provider ~~shall~~will submit monthly ~~billings~~invoices to ~~the~~ City ~~describing the work performed during the preceding~~for all incurred expenses. This billing includes a pro-rated administration fee of \$25,000 per month, based on the annual total of hours spent performing the Services and by whom, and a description of any reimbursable expenditures.~~\$300,000. City shall pay Provider no later than sixty (60) calendar days after submitting confirmation.~~ Provider shall submit all complete and accurate ~~invoice packages~~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 ~~Provider~~vendor no later than sixty (60) calendar days after the date of ~~submittal~~of submitting an invoice for completed tasks and approval of the invoice by City staff.

5.6. 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.

6.7. 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.

7.8. 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.

8.9. 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 ~~one and one-half~~ 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.

9.11. 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.

10.12. 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.

11.13. 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.~~

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. :

~~i. Workers' Compensation Coverage as required by the State of California, with Statutory Limits~~

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:

~~iii. Commercial General Liability ("CGL") Coverage with minimum limits of liability of no less than Two Million Dollars (\$2,000,000.00) per occurrence and a general aggregate limit of no less than Four Million Dollars (\$4,000,000.00).~~

~~iv. Automobile Liability Coverage with combined single limits of liability no less than One~~

~~Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage or disease.~~

~~2) e- 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.~~

~~b.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. 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-~~

~~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-~~

~~e.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.

~~d.g.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.

~~e.h.h.~~ City’s City Manager or his/her designee may ~~adjust~~make reasonable increases to the insurance requirements provided for in this Section ~~1314~~ provided City’s City Manager or his/her designee determines that such adjustment is in City’s best interest.

~~f.i. 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.

~~g.j. 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.

~~h.k.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.

~~i.l. 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 ~~13~~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.

~~12.15.~~ 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.

~~13.16.~~ 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.

~~14.17.~~ 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. ~~_____ 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. ~~_____ b.~~ possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel.

~~15.18.~~ ~~_____ 17.~~ 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.

~~16.19.~~ ~~_____ 18.~~ 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.

~~17.20.~~ ~~_____ 19.~~ 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.

~~18.21.~~ ~~_____ 20.~~ 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.

~~19.22.~~ ~~_____~~ ~~21.~~ 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.

~~20.23.~~ ~~_____~~ ~~22.~~ 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.

~~21.24.~~ ~~_____~~ ~~23.~~ 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.

~~22.25.~~ ~~_____~~ ~~24.~~ 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.

~~23.26.~~ ~~_____~~ ~~25.~~ Amendment. No change, amendment, or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

~~24.27.~~ ~~_____~~ ~~26.~~ Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.

~~25.28.~~ ~~_____~~ ~~27.~~ 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.

~~26.29.~~ ~~_____~~ ~~28.~~ 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.

~~27.30.~~ ~~29.~~ 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.

~~28.31.~~ ~~30.~~ 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.

~~29.32.~~ ~~31.~~ 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 _____ Lighthouse Rescue
Mission
411 East Kern Ave _____
_____ Tulare, CA 93274

~~30.33.~~ ~~32.~~ 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.

~~31.34.~~ ~~33.~~ 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.

~~32.35.~~ ~~34.~~ 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

~~PROVIDER: LIGHTHOUSE RESCUE MISSION~~

By: _____

MARC MONDELL

City Manager

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. ~~A.~~ OVERALL SCOPE OF WORK

1. Facility Operation: Provider shall operate ~~a 180~~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. ~~135~~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 4550 beds) shall be reserved for unhoused individuals with a tie to Tulare County. Individuals with no ties to either City or TulareCounty of Tulare will be referred ~~to a~~ different projectelsewhere.
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 ~~camp~~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 attempt to promptly 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. ~~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. ~~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 180 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-guest 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 ~~and~~, 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.
- Should an animal become a danger to others, Lighthouse has discretion to remove the animal from the Shelter into the care of animal control.

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. ~~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. ~~The plan may include the 14.0 FTE positions outlined in the term sheet, 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. ~~E.~~ 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). Provider will also maintain participation in Kings/Tulare Homeless Alliance (KTHA) Membership Meetings and participate in the annual Point in Time count.
2. County Coordination: Provider will participate in the Tulare County Homelessness Task Force and develop a coordination plan with Tulare County Health & Human Services Agency staff or contracted provider in order to link guests with benefits and services offer by the Health and Human Services Agency such as MediCal, CalFresh, and behavioral health care~~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. ~~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 depending on sufficient affordable housing units being available.
- 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/guests** 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/guests](#) 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/guests](#) 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/guests](#) 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/guests](#) 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/guests](#) 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~~ ~~Guests~~ 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~~ ~~guests~~ 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/Guests 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/guests 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/Guests 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/Guests are encouraged to utilize these facilities as daily resources available to them. Toiletries are provided to clients/guests 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/guests](#), 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 [including the use of the California Sex and Arson Registry \(CSAR\)](#). 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.

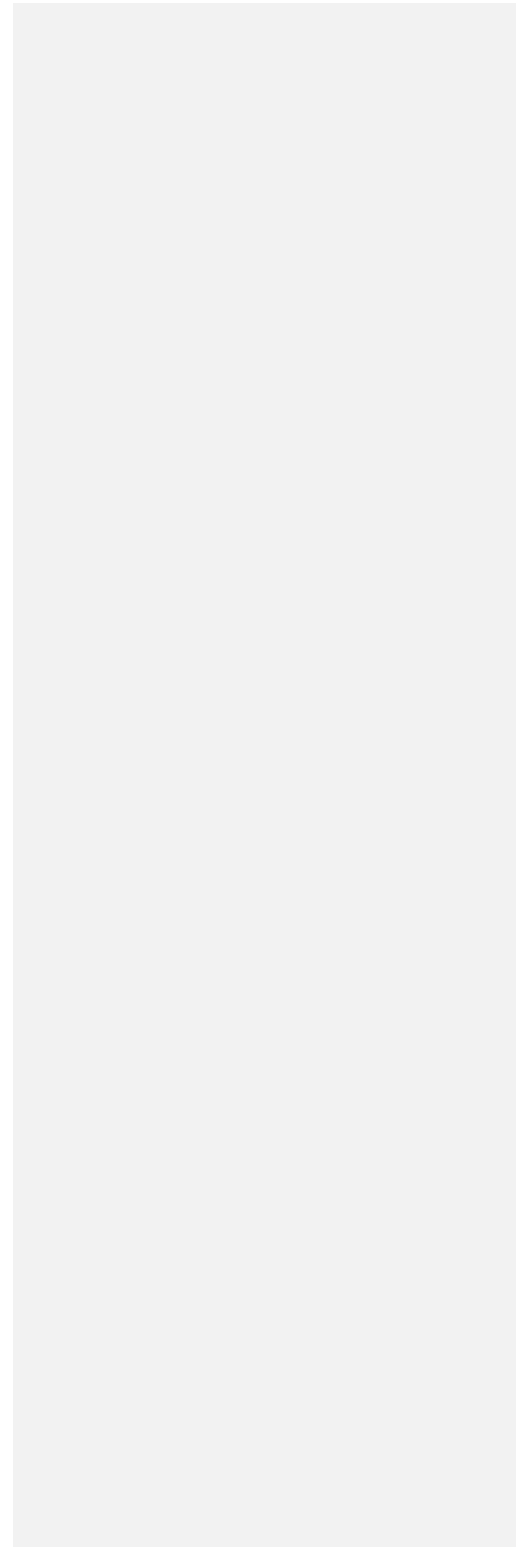
Storage

All [clients/guests](#) 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/guests](#) 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/guests 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/guests 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/guests](#) 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**
 - o *Men's, Women's, (with showers)*
 - o *Lockable shower rooms (closed for deep cleanings)*
 - o *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**
 - o *Outdoor Common Area*
 - o *Outdoor Client Storage Facility*
 - o *Bike Rack Area*
 - o *Dog Run*

ADMISSION CRITERIA AND PROCEDURES

Client Program Expectations

Prospective [clients/guests](#) 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/guests](#) of the shelter. All [clients/guests](#) must review, initial, and sign a copy of the "Expectations" document prior to enrollment. At intake, staff assists all [clients/guests](#) who may have difficulty understanding or reviewing these expectations, and they are available to [clients/guests](#) at any time. Staff will document any client who refuses to sign or is otherwise unable to make their mark.

Identification Requirements

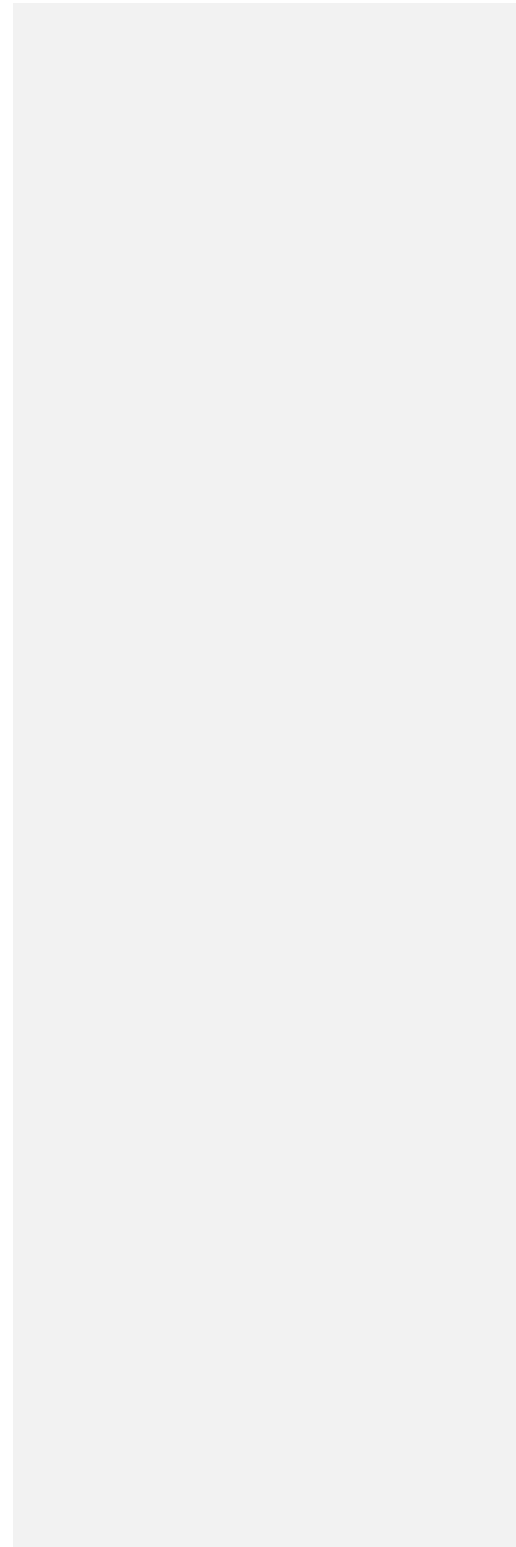
A form of official identification is required to verify identity; however, [clients/guests](#) are not denied access to shelter services without one. In the event they do not have official identification, Housing Navigators assist [clients/guests](#) in obtaining California ID and can provide each client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

If needed, [clients/guests](#) 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/guests](#) 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 clientsguests 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 clientsguests 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. ClientsGuests 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.

ClientsGuests 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 clientsguests 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~~Guests

All new clientsguests 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 clientsguests 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.

ClientsGuests 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, clientsguests 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 clientsguests must also shower on their first night in the shelter and submit all clothing or additional bedding to be washed.

Day Leave and Returning ClientsGuests

ClientsGuests may leave the facility during the day, however, may not loiter outside. All clientsguests 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.)

ClientsGuests 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/guests 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/guests 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/guests 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

ClientsGuests 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 clientsguests, 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/Guests 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/guests](#) 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/guests](#) 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/guests](#) 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 clientsguests may be released without the client's consent in certain circumstances as required by law.

Daytime Program Policies

ClientsGuests enrolled at the Shelter may, but are not required to, leave the facility during the day. However, The Shelter staff encourages all clientsguests 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 clientsguests to become active participants of these

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

ClientsGuests 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. ClientsGuests are welcome to enjoy the Computer Lab (if included in the buildout), and designated outdoor spaces.

B. Multi-Partner Service Policies

1. *Outside ClientsGuests*

Because the design of the Shelter is fully integrated within the shelter facility, access is limited to the currently enrolled clientsguests only. This model protects the privacy of the clientsguests 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 clientsguests.

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 clientsguests 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/guests;
- Provide clients/guests 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/guests 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/guests;
- 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/guests served, length of stay and/or demographic information.

Additionally, The Shelter Manager/Program 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/guests, 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/Guests 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/guests 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/guests 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/Program 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/Program 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.

The Lighthouse will implement specific procedures for identifying and

responding to critical incidents including those that involve serious injury or death, violence or criminal activity, major safety hazards, media attention, or other events that may pose significant risk to program participants, staff, or the public including required communication process for who is to be notified in these circumstances.

2. *Fire and Earthquake Safety*

Evacuation Plan for Ambulatory and Non-Ambulatory Residents

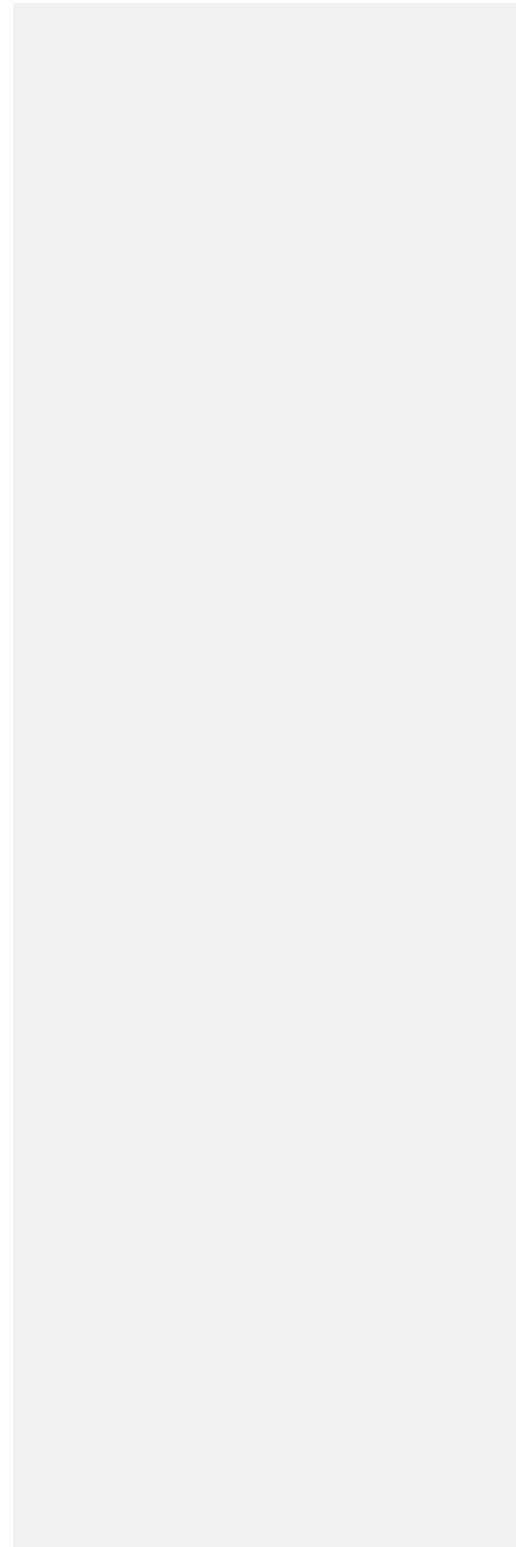
All shelter staff are trained in protecting the safety of everyone in the facility. Staff respond quickly and safely when an emergency, incident, or natural disaster occurs. Evacuation Routes and Exits are posted in each major area of facility. An outside evacuation point will be designated where clients/guests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

In the event of an emergency, the site lead will notify all staff and clients/guests to evacuate, call 911, and direct the evacuation itself. Staff will be assigned to oversee the evacuation of clients/guests 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/guests to safety through the nearest safe evacuation exit. Staff will assemble clients/guests outside at designated evacuation point, read bed list for attendance and search for any missing clients/guests as safety conditions allow.

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

- The ~~Shelter Manager~~Program Manager or Site Lead will pull the nearest fire alarm if it is not already sounding and call 911.
- While evacuating clients/guests, 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/guests 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~~ Program 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~~ Program 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. ClientsGuests 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 clientsguests, 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 clientsguests 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 clientsguests are required to enter the shelter in a coordinated, peaceful fashion.

All clientsguests present identification upon entry. ClientsGuests without valid California identification cards are given supportive services to secure a valid identification card. ClientsGuests may also receive a shelter-specific ID

to use for admission into the shelter during their enrollment.

All [clients/guests](#) 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/Guests](#) 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/guests](#) 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/guests](#), 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~~Guests 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 clientsguests 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 clientsguests only have access to the areas which they need. During sleeping hours clientsguests will have restricted access to other areas of the building. The staff offices are only available by appointment.

All clientsguests 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 clientsguests 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. ClientsGuests are also assigned outside storage. Upon being assigned outside storage, clientsguests 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. ClientsGuests 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/Guests will go through a security screening every time they access their outdoor storage.

11. Policy Pertaining to Searching of Clients/Guests’ 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/Guests 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/Guests 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. Lighthouse will also utilize

[referrals to the County's Behavior Health Crisis Team \(after hours\) and the Behavior Health Urgent Care located on the Hillman Center for Mental Health evaluation.](#)

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/guests](#), volunteers, and staff. The Lighthouse maintains written, standardized housekeeping procedures. Each procedure has been designed for the safety of staff and [clients/guests](#) 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/guests](#) to remove items from under the bed for mopping and disinfecting).

To prevent cross-contamination, [clients/guests](#) are encouraged to store personal toiletries in plastic sealable bags on their beds when not in use. [Clients/Guests](#) 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, clientsguests 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-City 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. ClientsGuests 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. ClientsGuests 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, clientsguests 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

ClientsGuests 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.

ClientsGuests 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 clientsguests 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

ClientsGuests 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/guests 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/Guests](#) 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/guests](#) 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/Guests*

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/guests 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/guests only.

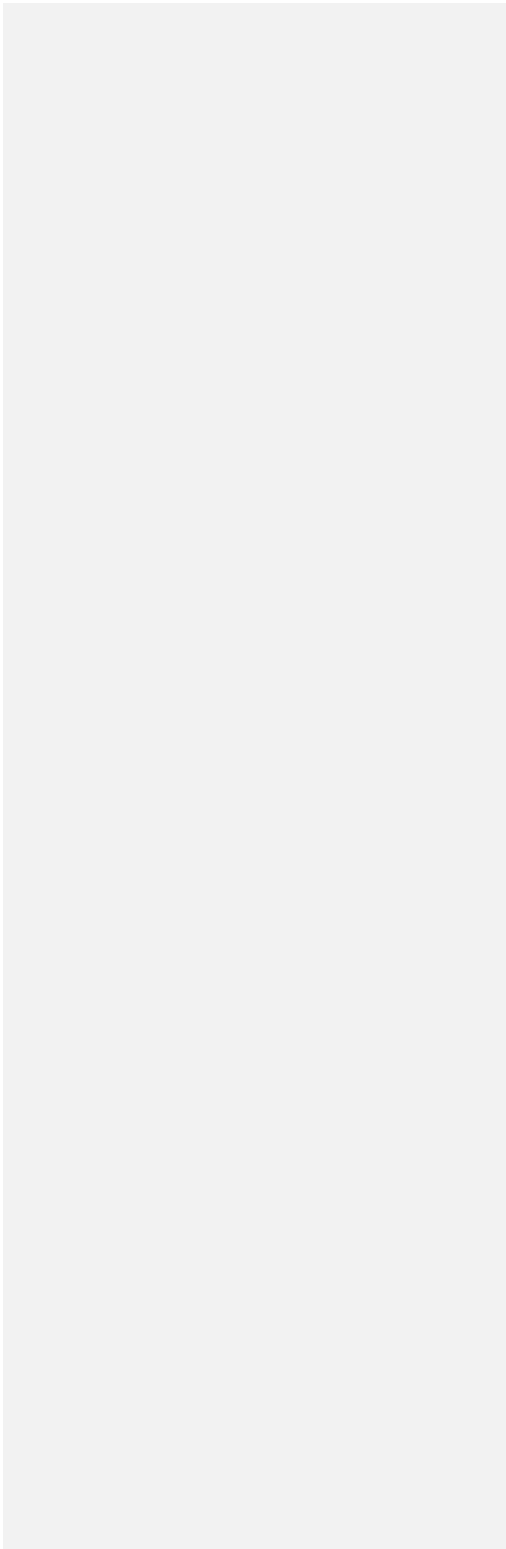
2. *Meeting the Health Department Standards*

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

Staff Transportation of ClientsGuests

Shelter staff members are prohibited from transporting clientsguests in their personal vehicles. Only designated fleet drivers in shelter operated or contracted vehicles may transport clientsguests, 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~~Guests

Financial requests from ~~clients~~guests (such as for Bus Passes or ID Vouchers) must be requested and received through their Housing Navigator or Site Lead. ~~Clients~~Guests 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~~guests, 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~~guests that they receive.

2. Client Possessions and Funds

No ~~clients~~guests' personal funds or money are handled by the Shelter staff. ~~Clients~~Guests with funds that they keep while at the Shelter are solely responsible for their security and safety. It is recommended by staff for ~~clients~~guests 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~~guests at the time of intake.

~~Clients~~Guests 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.

0. 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/guests. All programs and services are available with the dignity of all clients/guests as highest priority.

2. *Sexual Harassment Policy*

All [clients/guests](#), 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/guests](#). [Clients/Guests](#), 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/guests](#) 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/guests 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.

7.8) Necessary Data: Lighthouse will obtain information from the client for inputting into the Homeless Management Information System (HMIS) and will request that guests sign an HMIS Client Consent Form. Due to this necessary data input, guests information will be viewable by other HMIS par

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 clientsguests 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 clientsguests and clientsguests and clientsguests 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

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established in the Shelter Rules signed upon entering the program.
| ~~Clients~~ Guests 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/guests 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.

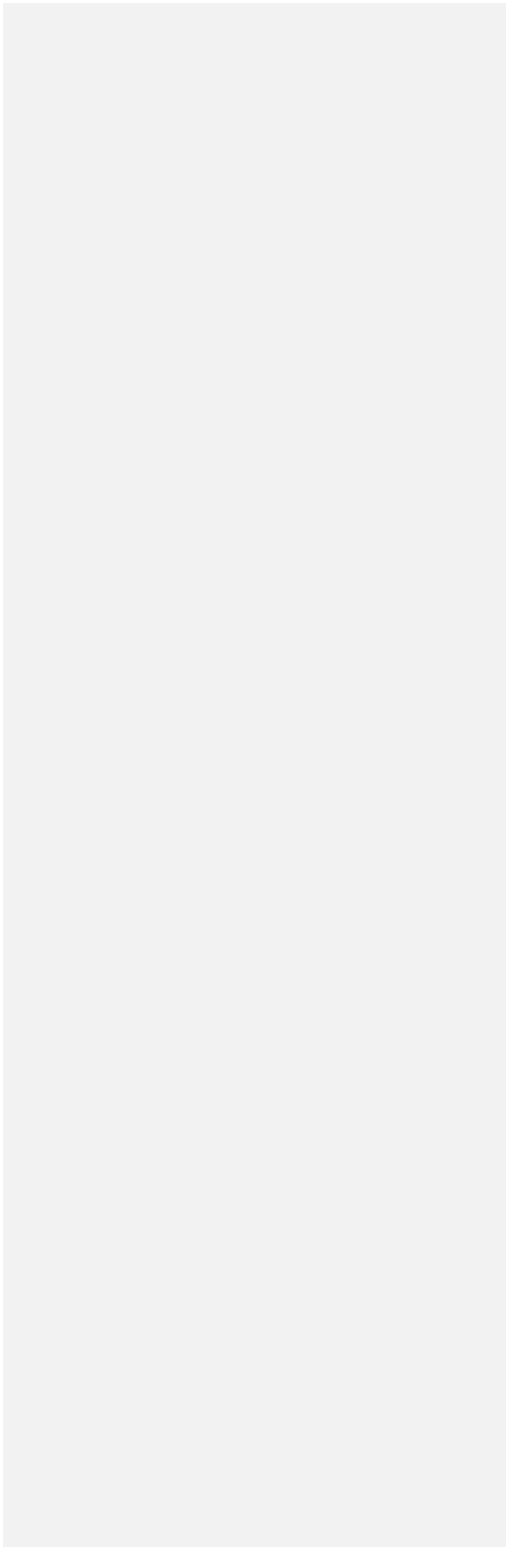
Once a formal Grievance is received by the Lighthouse Director, they will review the issues and complaints, and may acquire all documentation and interview involved parties as necessary to resolve the grievance at their level, providing a written decision with 10 days of the grievance's original filing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

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.

[ClientsGuests](#) 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/guests](#) 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/guests](#).

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/guests](#). Training places a heavy emphasis on appropriate conduct between staff and [clients/guests](#) and all new hires are expected to adhere to these practices when interacting with [clients/guests](#). 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/guests](#). 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/guests](#) 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/guests](#) 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/guests](#) obtain necessary documents, and provide individuals with employment guidance and community resources. When [clients/guests](#) 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/guests](#), 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/guests, 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/guests 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/guests](#) 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/guests](#) and potential [clients/guests](#). 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/guests](#) 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/guests](#) 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/guests](#). 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~~guests 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.



Staff Report

Meeting: City Council

Date: March 17, 2026

Department: City Attorney

Submitted by: Mario U. Zamora, City Attorney

Agenda Title: First Reading of Ordinance Regarding EV Charging Station Permit Process

RECOMMENDED ACTION

Pass-to-print an ordinance approving the addition of Section 120 of Chapter 4 of Title 4 of the Tulare Municipal Code providing a streamlined permitting process for electric vehicle charging stations in accordance with California Government Code section 65850.7.

SUMMARY

California Government Code section 65850.7 requires local cities and counties to adopt an ordinance for a streamlined process of approving permits for electric vehicle charging stations. This protects the rights of homeowners and businesses to install EV chargers and prevents local governments from setting unfair regulations that make it difficult or expensive.

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).

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

LEGAL REVIEW

This item was prepared by 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

ATTACHMENTS

1. Ordinance

Reviewed/Approved: 

ORDINANCE 2026-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TULARE ADDING SECTION 120 TO CHAPTER 4 OF TITLE 4 OF THE CITY OF TULARE MUNICIPAL CODE

WHEREAS, the City Council of the City of Tulare, a Charter city under California law, finds the need to add Section 120 of Chapter 4 of Title 4 of the City of Tulare Municipal Code related to street racing; and

WHEREAS, the purpose of the revisions of this Ordinance is to implement violations and consequences to those found to be involved in street racing within the City of Tulare.

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

SECTION 1. Section 120 of Chapter 4 of Title 4 of the City of Tulare Municipal Code is hereby adopted as follows:

4.04.120 Permit Process for Electric Vehicle Charging Systems.

Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited, streamlined permitting process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited, streamlined permitting process and checklist may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" as published by the Governor's Office of Planning and Research. The City's/County's adopted checklist shall be published on the City's/County's website.

(A) Permit Application Processing:

- (1) Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.
- (2) A permit application that satisfies the information requirements in the City's/County's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City/County adopted checklist and is consistent with all applicable laws and health and safety standards, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City/County. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.
- (3) Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this section and associated supporting documentation. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

(B) Technical Review:

- (1) It is the intent of this section to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action

does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in this Chapter, the City/County may require the applicant to apply for a use permit.

- (2) In the technical review of a charging station, consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.
- (C) Electric Vehicle Charging Station Installation Requirements:
- (1) Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.
 - (2) Installation of electric vehicle charging stations and associated wiring, bonding, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.
 - (3) Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.
 - (4) Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

SECTION 2. If any provision of the Tulare Municipal Code or Title of the Ordinance Code of the City of Tulare, whether approved or adopted prior to or subsequent to Section 120 of Chapter 4 of Title 4 are in conflict therewith, these provisions of Section 120 of Chapter 4 of Title 4 shall govern.

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 XX day of XXXX 202X, 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:
Published:
Effective:*



Staff Report

Meeting: City Council

Date: March 17, 2026

Department: City Manager

Submitted by: Marc Mondell, City Manager

Agenda Title: Provide Direction on Councilmember Sigala's Previously Submitted Agenda Items

RECOMMENDED ACTION

Postpone amending the City's Truck Route Ordinance as part of the General Plan Update to commence in January 2027 and continue to explore establishment of the Community Garden and Arts Center as part of the Downtown Mixed-Use Project.

SUMMARY

Community Garden and Arts Center

On January 17, 2023, Councilmember Sigala submitted a Council request form (see attached) requesting a staff report on the cost and process of establishing a community garden and arts center on city owned property on west street south of cross avenue. At that time Council approved the item to come back for further consideration. On March 7, 2023, Council discussed and further considered the item voting unanimously to endorse future conversations with community partners about a community garden.

Staff are not aware of Council members having participated in any such discussions since that time. Staff have discussed with Council members whether the garden and arts center were to be located on the city owned property on west street south of cross avenue that the capital cost of construction would likely be funded in whole or large part through City general fund along with ongoing operational costs. Chief Ynclan has also shared concern about a non-curated community garden at that location from a safety perspective.

During the Council meeting on November 4, 2025 and again most recently at the Strategic Planning Session on February 6, 2026, staff presented the concept of incorporating the community garden and arts center as part of the Downtown Mixed-Use project which includes potential redevelopment of the former Niensens site, rehabilitation of the Woman's Clubhouse, and possible replacement of the historical museum and old library site with a senior housing project.

It is staff's opinion that the city owned property on west street south of cross avenue could be sold for private sector development which could generate new ongoing property and sales tax revenue and the land sale proceeds could be used to fund the capital construction cost of the community garden and arts center. If the project was co-located with the proposed senior center the developer could help to cover ongoing maintenance costs and the senior tenants could participate in garden activities and curation.

It is staff's understanding that Council has affirmed this approach in concept at both November 4, 2025, and February 6, 2026, meetings, staff herein now requests Council's confirmation or correction.

Amending the City's Truck Route Ordinance

On March 19, 2024, Councilmember Sigala submitted a Council request form (see attached) requesting support for a future Council discussion on possibly amending the ordinance to determine if any current truck routes on the west side can be amended, limited, or eliminated to reduce truck traffic in residential areas. At that time Council approved the item to come back for further consideration. On May 7, 2024, Council discussed it and the consensus was to direct staff to continue research on this item.

On August 2, 2025, in the City Manager’s weekly report, staff advised that it does not intend to bring this item forward for further consideration until after the Housing Element has been adopted. There are several reasons for this including:

- In staff opinion, there is no legal requirement or compelling reasons to advance this item at this time, especially given staff workload and other priorities.
- Amending the truck route ordinance will require the opening of the Transportation Element of the City’s General Plan, anytime two or more elements are open it requires adoption of an Environmental Justice Element.
- In staff opinion, the correct time to address this item is during the City’s General Plan update which will commence in January 2027.

FISCAL IMPACT & FUNDING SOURCES

There is no direct fiscal impact to accept staff’s recommendations.

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. Sigala Council Request Form (Community Garden and Arts Center)
2. Sigala Council Request Form (Amending City Truck Route Ordinance)

Reviewed/Approved: 



City of Tulare

Agri-Center of the World

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 1-9-23	AGENDA DATE 1-17-23
ITEM TITLE Staff Report request on the establishment of a Community Garden/Arts Center		
BRIEF DESCRIPTION/BACKGROUND INFORMATION OF ITEM Dear Council, I would like to request your support in placing on the agenda at a future council meeting an agenda item requesting a staff report on the cost and process of establishing a Community Garden and Arts Center on city owned property on West street south of Cross. I have been approached by constituents in my district about the possibility of developing a community garden which would allow participants the opportunity to grow fresh produce, build community and beautify a vacant city lot. Additionally establishing an Arts Center in the city working with a local nonprofit and possibly the school district to provide arts programming at center located on the site. I appreciate your consideration of this request. Thank you. JOSE SIGALA		

COUNCIL ITEM REQUEST FORM



City of Tulare
Agri-Center of the World

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 3-11-24	AGENDA DATE 3-19-24
ITEM TITLE Amending City Truck Route Ordinance		
BRIEF DESCRIPTION/BACKGROUND INFORMATION OF ITEM Dear Council Members, I would like request your support in placing on a future council agenda a discussion on the possibility of amending the City's Truck Routes Ordinance. I would like to review the current truck routes on the west side to determine if any can be amended, limited or elimnated to reduce truck traffic in residential areas. Thank you for your considertion. Sincerely, JOSE SIGALA Council Member, First District		



Item #: 9.1
Future Agenda Item

COUNCIL ITEM REQUEST FORM

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NAME OF REQUESTING COUNCILMEMBER Patrick Isherwood, District 5	TODAY’S DATE 2/25/2026	AGENDA DATE 3/3/2026
ITEM TITLE City Council review process for Contracted City Attorney legal counsel services		
BRIEF DESCRIPTION/BACKGROUND INFORMATION OF ITEM Request for item to be placed on future Council meeting. The City Council does not currently facilitate a review of legal counsel services. Objective is create a performance review process for contract City Attorney. Discussion on having City Human Resources draft a performance review for City Attorney office just as the same with City Manager.		



Item #: 9.2
Future Agenda Item

COUNCIL ITEM REQUEST FORM

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NAME OF REQUESTING COUNCILMEMBER Stephen Harrell	TODAY’S DATE 3/9/2026	AGENDA DATE 3/17/2026
ITEM TITLE Recognition and honoring Radio Louie for his love of Tulare and all the kids he came in contact with.		
BRIEF DESCRIPTION/BACKGROUND INFORMATION OF ITEM <p>Any one that has been in Tulare from the 1960's to today either knew or had seen Louie Aguilar walking around town. Unfortunately on January 22, 2026 Louie passed away. Louie has been called a hometown hero and Tulare's Ambassador of Good Will to all the kids in town.</p> <p>Louie loved kids he loved going to Garden school and handing out pencils to the kids and playing a mean game of tag. He loved baseball and could be found at all the games here in town. You could always find him at Zumwalt park either listening to his transistor radio or playing tag with a group of kids.</p> <p>I'm requesting council support in placing a plaque recognizing Louie's love for the kids of Tulare either on the pavillion at Zumwalt park or somewhere around the play ground. For 60 plus years Radio Louie was know and loved by the community.</p> <p style="text-align: center;"><i>Stephen C. Harrell</i></p>		