



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 2, 2020, 5:30 PM**

Pursuant to Executive Order N-29-20, signed by Governor Newsom on March 17, 2020, and in an effort to protect public health and slow the rate of transmission of COVID-19, the City of Porterville is allowing for and encouraging electronic public participation at City Council Meetings. Until further notice, Porterville City Council Meetings will be livestreamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>. Public comments may be submitted to CouncilMeetingComments@ci.porterville.ca.us and will be read aloud for Council consideration during Oral Communications or during any public hearings as applicable. Members of the public are encouraged to submit comments prior to 6:30 p.m., Tuesday, June 2, 2020, to participate in said meeting. Staff will periodically check for any emails that may have been submitted after 6:30 p.m., however it is not guaranteed that those emails will be read prior to Council action. Please direct any questions to the Office of City Clerk, 559-782-7464.

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1 - Government Code Section 54956.95 – Liability Claim: Claimant: Ruben Raya. Agency claimed against: City of Porterville.
- 2 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two cases in which facts are not yet known to potential plaintiff.
- 3 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Four cases.
- 4 - Government Code Section 54957 -- Public Employee Performance Evaluation -- Title: City Manager.
- 5 - Government Code Section 54957 -- Public Employee Performance Evaluation -- Title: City Attorney.

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

Pledge of Allegiance Led by Mayor Flores
Invocation

PRESENTATIONS

Economic Development Corporation Presentation

ORAL COMMUNICATIONS

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

REPORTS

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

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness - May 20, 2020
2. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - May 21, 2020
3. County Mayor's Meeting - May 21, 2020
4. Council of Cities - May 22, 2020
5. Tulare County Economic Development Corp. (TCEDC) - May 27, 2020
6. PAADA Ad Hoc Committee Meeting - May 27, 2020

Staff Informational Reports

CONSENT CALENDAR

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

1. Authorization to Purchase PPE Extractor

Re: Consideration to authorize the purchase of an extractor from Taylor Houseman in the amount of \$11,290.81.

2. **Authorization to Purchase Thermal Situational Awareness Cameras**
Re: Consideration to authorize the purchase of 46 Thermal Imaging Cameras in the amount of \$30,399.75.
3. **Authorization to Purchase Police Equipment Vests**
Re: Consideration to authorize the Police Department to enter negotiations to purchase sixty-four (64) police equipment vests in the amount of \$35,160.40.
4. **Laboratory Instrument Service Contracts**
Re: Considering approval of a one year service contract with Agilent Technologies (\$8,304), and Thermo Electron North America LLC (\$11,224) for a total amount of \$19,528 for instrument technical support at the City laboratory.
5. **Authorization to Rent Equipment for Investigative and Explorative Work at the Former JC Penney Location**
Re: Consideration to approve staff to move forward with the removal of the wood deck, concrete, and silt from the former JC Penny location for investigative purposes at a cost not to exceed \$278,300.
6. **Authorization to Advertise for Bids - Thurman Avenue and Third Street Storm Drain Project**
Re: Consideration to approve staff's recommended Plans and Project Manual for the project consisting of construction of approximately 1500 lineal feet of storm drain piping, connection to existing storm drain manholes, construction of new storm drain manholes, trench patching, and related appurtenances at Thurman Ave and Third Street.
7. **Reimbursement for the Construction of Water and Storm Drain Master Plan Improvements for the Summit Estates Two, Phase Two Subdivision - Smee Homes, Inc.**
Re: Consideration to accept the water and storm drain master plan improvements related to the new Summit Estates Two, Phase Two subdivision for maintenance; and approve reimbursement to Smee Homes, Inc. in the amount of \$260,882.82.
8. **State Homeland Security Subaward Agreement FY 2019**
Re: Consideration to authorize the signing of the subaward agreement; and to accept the \$8,000 award of grant funds for the purchase of mobile data terminals for the Fire Department.
9. **Authorization to Submit Project Proposal for the Helping Obtain Prosperity for Everyone (HOPE) Program**
Re: Consideration to approve a draft Resolution authorizing submittal of an application for grant funding under the Federal Transit Administration's HOPE Program; and to approve

the \$37,500 in existing STA and LTF funds as matching local funds for the grant.

- 10. Approval of Resolution Authorizing the Finance Director to Execute the CARES Act Airport Grants Agreement for the Porterville Municipal Airport**
Re: Consideration to approve draft Resolution authorizing the Finance Director to execute the CARES Act Airport Grants Agreement for the Porterville Municipal Airport.
- 11. Approval of Commitment of Library Fire Insurance Funds**
Re: Consideration to approve the draft Resolution authorizing the commitment of insurance proceeds from the loss of the city library for the reimbursement of expenditures.
- 12. Status and Review of Local Emergency: Drought**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

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

PUBLIC HEARINGS

- 13. Proposition 218 Vote Regarding the Formation of a Landscape and Lighting Maintenance District for the Chelsea Glen Subdivision**
Re: Consideration of a draft Resolution approving the Engineer's Report, diagram, and assessment method on the formation of Landscape and Lightning Maintenance District Number 47, pending tabulation results of affirmative approval.
- 14. Substantial Amendment to the CDBG 5-Year Consolidated Plan (2015/16-2019/20), Citizens Participation Plans, and Annual Action Plans (2019/20 and 2020/21), for the CARES Act and Authorization of use of regulatory waivers and flexibilities**
Re: Consideration to hold a Public Hearing to receive comment; approve use of Regulatory CDBG and HOME waivers submitted to HUD; and adopt the draft Resolution approving the Amended 5-Year Consolidated Plan (2015/16-2019/20, the Citizens Participation Plans, and Annual Action Plans (2019/20 and 2020/21).

SECOND READINGS

- 15. Second Reading - Ordinance No. 1870 - Repealing and Replacing Series 400 of the Porterville Development Code**
Re: Giving second reading of Ordinance 1870, repealing and replacing Series 400 of the Porterville Development Code to correct inconsistencies and ambiguities.
- 16. Second Reading - Ordinance No. 1871 -Amending the Porterville Development Ordinance to Amend Section 300.03, Fences and Freestanding Walls**
Re: Giving second reading of Ordinance 1871, amending the Porterville Development Ordinance to amend Section 300.03, Fences and Freestanding Walls.

- 17. Second Reading - Ordinance No. 1872 - Repealing Ordinance 1563, Amending Section 20-1.2 and Removing Section 20-58 of the Porterville Municipal Code**
Re: Giving second reading of Ordinance 1872, repealing Ordinance 1563, Amending Section 20-1.2 and removing Section 20-58 of the Porterville Municipal Code Relating to Public Right of Way Encroachment Agreements for Fences.
- 18. Second Reading - Ordinance No. 1873 - Amending the Porterville Development Ordinance to Amend Series 700**
Re: Giving second reading of Ordinance 1873, amending the Porterville Development Ordinance to amend Series 700 to add Community Development Director and Engineering and Project Management Director to General Terms and Definitions.

SCHEDULED MATTERS

- 19. Consideration of Proposed Fiscal Year 2020-2021 Budget Process and Setting of Date for Public Hearing**
Re: Consideration of the proposed Fiscal Year 2020-2021 Budget process and the scheduling of a Public Hearing on the proposed Budget for Tuesday, June 16, 2020.
- 20. Status and Review of Proclamation of Local Emergency: COVID-19**
Re: Considering approval of the continuation of the Proclamation of Local Emergency due to COVID-19.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of June 16, 2020.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact the Office of City Clerk at (559) 782-7464. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection during normal business hours at the Office of City Clerk, 291 North Main Street, Porterville, CA 93257, and on the City's website at

www.ci.porterville.ca.us.



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Authorization to Purchase PPE Extractor

SOURCE: Fire

COMMENT: The Fire Department maintains one extractor, which is an industrial washing machine that is designed to clean Personal Protective Equipment (PPE), including removal of carcinogens and blood-borne pathogens (including viruses such as the COVID-19 strain currently widespread during this pandemic). The current extractor is approximately fifteen (15) years old and has reached the end of its reliable lifespan.

Anticipating the failure of the current device in the near future, staff requested bids from three different vendors to provide an extractor that will meet the needs of the Department. Three responsive bids were provided from Unitech, Reliance Industrial, and Taylor Houseman. Of the three, Taylor Houseman is the lowest bid, at \$11,290.81. This amount includes delivery and installation of the equipment. The funds used to purchase the extractor will be coming from the Fire Department Equipment Replacement Fund.

RECOMMENDATION: That the City Council authorize the purchase of an extractor from Taylor Houseman in the amount of \$11,290.81 to be paid out the Department's Equipment Replacement Fund.

ATTACHMENTS:

1. Taylor Houseman Extractor Quote
2. Unitech Extractor Quote
3. Reliance Industrial Extractor Quote

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager



Taylor Houseman
162 Harbor Court
Pittsburg Ca. 94565

Ph: (800) 464-6866
Fax: (925) 432-0428
Sales - Service - Parts
Sales Agreement
License #595077

Cust #	27200
Quote #	AAAQ18590
Date	04/07/20
Quote Expires	05/07/20

Sold To: Porterville Fire Department
Mike Hildreth
40 West Cleveland Av
Porterville, CA 93257

Phone: (559)782-7526
Fax: (559)791-7834

Ship To: Porterville Fire Department
Mike Hildreth
40 West Cleveland Av
Porterville, CA 93257

Phone: (559)782-7526
Fax: (559)791-7834

Sales Rep		Ship VIA	F.O.B.	Terms*	PO#
Scott		Company Vehicle	Origin	COD	
Item	Qty	Description		Unit Price	Ext. Price

Will need to do on site inspection, before final installation cost. Customer is responsible for all utilities - Water, Drain & Electrical.



1	UWT045N20LX	UniMac Washer 45lb Capacity High 100 G-Force Extraction 30 Cycle Programmable Control 5 Years Manufacturer Limited Warranty on Basket, Bearings, Frame & Seal 3 Years Manufacturer Limited Warranty on all other Parts See Manufacturer's Policy for Further Details 200-240/50-60/1-3ph No Spray Rinse and no soap box	\$8,789.00	\$8,789.00
1	THLABOR	Installation Labor Within 3 feet of machine connections, Start-up & Training	\$1,295.00	\$1,295.00
1	THTRAVEL	Travel Fee & Tolls	\$445.00	\$445.00
			SubTotal	\$10,529.00
			Sales Tax	\$761.81

Total	\$11,290.81
Deposit (Remit to Taylor Houseman Inc).	\$0.00
Balance due immediately upon delivery of equipment.	\$11,290.81

(Buyer) _____ (Title) _____ (Date) _____
To accept this agreement, sign all pages and fax back to 925 432-0428
See Detail Sheet and Contract of Sale for additional Terms & Conditions
Permits, Fees, Licenses, Engineering and Architectural Fees not Included.
Quote shows cash discount, actual price is 3% higher.
If quote does not contain sales tax or have the correct sales tax you will be assessed local sales tax per CA BOE on final invoice. Quote does not include Prevailing Wage rates unless otherwise specified.

Payment Information	
Account Payable Contact:	_____
Address:	_____
Phone:	_____
Email:	_____

Unitech Laundry Systems

P.O. Box 36195

San Jose, CA 95158-6195

Tel: (408)499-9091 Fax: (408)490-2822

Estimate

Date	Estimate #
4/9/2020	E-3713

Service For
Porterville Fire Dept. Mike Hildreth 40 W. Cleveland Ave. Porterville, CA 93257

Job Description
Porterville Fire Dept. Mike Hildreth 40 W. Cleveland Ave. Porterville, CA 93257

Terms	Invoice #
Due on receipt	

Item	Qty	Description	Cost	Estimate Total
UWT045N20LX	1	Unimac 45lb. capacity washer, 30-cycle, 100G Extraction, 200-240/50-60/1-3ph	8,862.98	8,862.98T
Travel Charge	1	Travel Charge/Service Call	450.00	450.00
Installation	1	Installation labor	1,295.00	1,295.00
Shipping	1	Shipping Cost	695.00	695.00
Disposal fee	1	Disposal fee of old equipment	100.00	100.00
		6-month labor warranty		
		3-year parts warranty		
		5-year bearing/basket/frame warranty		

Thank you for your business.

Subtotal \$11,402.98

Sales Tax (9.25%) \$819.83

Estimate Total \$12,222.81

This estimate is confidential and intended for viewing of this customer only. Estimate is for 30 days from date of Estimate.

Approved By X

Print Name/Date _____



Estimate

Reliance Industrial Inc.
25363 Rodeo Flat Road
Auburn, CA 95602
Office Phone: (916) 825-2039
relianceindustrialinc@icloud.com

Estimate Number: EST9507
Estimate Date: 04/15/2020
Payment Terms: Due On Receipt
Estimate Creation Date: 04/15/2020 15:28
Estimate Amount: 12,165.16
Created By: Timothy McKim

Bill To
Porterville Fire Department
980 S.Jaye Street
Porterville, Ca 93257

Ship To
Porterville Fire Department
980 S.Jaye Street
Porterville, Ca 93257

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1026	UWT045N20L Washer/Extractor, Unimac, 45lbs, Industrial, Hardmount, 30 Cycle Microprocessor, 100G Extract Force, No Spray Rinse or Soap Box, 200-240 volt, 1-3 Phase. List Price=\$11977.00	1.00	8,874.25	X	8,874.25
SHIPPING	SHIPPING	1.00	595.00	X	595.00
1038	Travel Charge	1.00	525.00		525.00
1019	Labor (2) 2-Man Rate	1.00	1,295.00		1,295.00
1018	Note 1 This Washer carries a five year warranty on Frame, Basket, Main Bearings, and Main Seal. A 3 year warranty on all other non rubberized parts.	1.00	0.00		0.00

1020	Note 2 Customer is responsible to address all access issues , such as narrow door ways and hallways that can inhibit the installation of equipment and have all building and utilities brought up to State Codes and regulations if needed. All water, sewer, electrical and ventilation (intake and Exhaust) and Gas Utilities must be within 3 feet of installation location. Reliance Industrial Inc. will not warranty the installation due to problems that result from facility cement foundation, slab, footing or Pedestal failure.	1.00	0.00		0.00
1015	Note 3 Payment is due in full at time of job completion , unless other arrangements have been made.	1.00	0.00		0.00

Total Quantity: 7.00

Comments:

Tech: Tim
Contact: Mike
Model# Unimac Washer/Extractor
Serial# UWT045N20LX

Subtotal: \$ 11,289.25
Porterville Rate: 9.25%
Porterville Amount: 875.91
Estimate Amount \$ 12,165.16

Description of service requested:
Install a new washer/Extractor

Terms & Conditions:

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION.

(RETURNED PARTS AND CANCELED SPECIAL ORDERS WILL BE SUBJECTED TO A RE-STOCKING FEE)

ELECTRICAL ITEMS ARE NOT RETURNABLE.

The Customer agrees to pay the charges on this Invoice by Net 30 terms, at the above address; and in the event of default, to pay a reasonable Attorney fee, collection costs, and Interest at the maximum legal rate, in keeping with the Federal truth in lending law, A Finance charge of 1 1/2 percent per month on the unpaid balance shall be charged on all past due accounts. This is a annual percentage rate of 18%. (Minimum charge 50 cents per month.) Title to merchandise and Equipment purchased will remain with the seller until balance is paid in full.



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Authorization to Purchase Thermal Situational Awareness Cameras

SOURCE: Fire

COMMENT: During fire attack, the thickness of smoke can make visual assessment of a fire scene difficult, even for experienced firefighters. Visual assessment is imperative to safe and swift firefighting. The Fire Department currently maintains a total of three Thermal Imaging Cameras (TICs), which one is placed on each frontline engine. However, this limits the Department's ability to visualize a fire by multiple crews fighting a fire from different approaches. Recent technological enhancements have developed a more compact camera that can be added to a firefighter's Personal Protective Equipment, and the gear can be worn on each person.

The individual TICs are developed by FLIR Cameras, and as such, the proposed purchase is a sole-source acquisition. Western Fire Supply is the only authorized FLIR Dealer in California, and has submitted a proposal for forty-six (46) individual TICs. This provides one per safety personnel, including all Officers, as well as reserves in the event a TIC is damaged during a firefight. The cost of the TICs, including the retractable lanyards on which they are worn, is \$30,399.75. These funds are available through the Department's Equipment Replacement Fund.

RECOMMENDATION: That the City Council authorize the purchase of 46 Thermal Imaging Cameras in the amount of \$30,399.75 to be paid out of the Fire Department's Equipment Replacement Fund.

ATTACHMENTS:

1. Western Fire Supply Thermal Camera Quote
2. Sole Authorized Dealer confirmation

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Western Fire Supply
 101 Parkshore Dr, #100
 Folsom, CA 95630 US
 accounting@s3dvbe.com
 www.S3DVBE.com

Quote



**WESTERN FIRE
SUPPLY**

An S3 DVBE Company

ADDRESS

Capt Kirk Lowery
 Porterville Fire Dept
 40 West Cleveland Avenue
 Porterville, CA 93257

SHIP TO

Capt Kirk Lowery
 Porterville Fire Dept
 40 West Cleveland Avenue
 Porterville, CA 93257

QUOTE #	DATE	EXPIRATION DATE
1309	03/03/2020	06/30/2020

SALES REP

Jim Peterson

ACTIVITY	QTY	RATE	AMOUNT
FLIR K1-88701-0101 160x120 Thermal Situational Awareness Camera Kit	46	539.28	24,806.88T
FLIR K1 160x120 Thermal Situational Awareness Camera Kit			
FLIR T127722ACC-Retractable lanyards	46	65.63	3,018.98T
Flir Retractable lanyards			

Shipping is included in the price.

SUBTOTAL	27,825.86
TAX	2,573.89
TOTAL	\$30,399.75

Accepted By

Accepted Date



Capt Kirk Lowery
Porterville Fire Dept
40 West Cleveland Avenue
Porterville, CA 93257

Dear Capt Kirk Lowery,

Per your request. I'm writing to let you know that we are the only Authorized FLIR dealer in California. Please let me know if you need any further assistance?

Respectfully

Joe Humphrey
COO
Western Fire Supply / S3 DVBE
916-934-6324
www.s3dvbe.com



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Authorization to Purchase Police Equipment Vests

SOURCE: Police

COMMENT: At its meeting on March 17, 2020, the Porterville Police Department presented an informational report to the City Council regarding the Department's intention to transition to equipment vests for uniformed personnel. An equipment vest was demonstrated to Council at that time.

Some of the main requirements Department staff considered in identifying an appropriate equipment vest was an equipment vest which most closely resembles a uniform shirt, does not appear militaristic in nature and will present a more professional image that will not reduce the comfort of community members approached by Department personnel. Additionally, Department staff wanted flexibility on what and how equipment is located on each vest due to the size differences of officers, varied equipment carried by officers and officer's preference on where the equipment is best located for them.

Department staff contacted several vendors regarding these equipment vests and found only one that supplies a vest consistent with these requirements. While there are many options available that allow for the variance of equipment described above, most of the options were equipment vests that did not resemble a uniform shirt and appeared more tactical in design.

Department staff was able to identify one vendor who could supply equipment vests that meet the requirements. This vendor will also come to the Police Department on three scheduled days for the outfitting of Officers. Additionally, this vendor also provides similar vests to other agencies in Tulare County and after the initial purchase for existing personnel directly from the vendor, subsequent purchases would be available through the Department's current uniform supplier when outfitting new personnel.

Based on the above research, Department staff believes that this identified vendor, BPS Tactical, Inc. qualifies as a sole source vendor. A quote was obtained for sixty-four (64) police equipment vests, which is estimated to be \$35,160.40.

The Department requests Council approval to purchase the above listed equipment and enter into direct negotiations with the vendor for this item in accordance with the City's Purchasing Policy & Procedure Manual, as amended by Resolution No. 122-87, adopted by Council on October 10, 1987.

Item No. 3.

Funds are available for this purchase in the current Department budgets.

RECOMMENDATION: That the City Council:

- 1) Authorize the Police Department to enter negotiations to purchase sixty-four (64) police equipment vests: and,
- 2) Authorize payment upon delivery of the equipment vests.

ATTACHMENTS: 1. Equipment Vests Quote

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

QUOTATION

FROM: BPS TACTICAL, INC
P.O. BOX 868 / 2165 E. COLTON AVE.
MENTONE, CA. 92359-0868
(909) 794-2435 / 792-5077
FAX (909) 794-4033

TO: PORTERVILLE POLICE DEPARTMENT
ATTN: Lt. Brian Nix
350 N. D Street
Porterville, Ca 93257
559-782-7410 (desk) 559-333-6208 (cell)
email: bnix@ci.porterville,ca.us

YOUR INQUIRY VERBAL	ESTIMATED SHIPPING DATE 7 TO 9 WEEKS ARO	TERMS NET 30	F.O.B. MENTONE	DATE 5/22/2020	
QUANTITY	DESCRIPTION			PRICE	AMOUNT
64	PATROL VEST COVER SHIRT STYLE (NON-BALLISITIC), COLOR LAPD BLUE. COVER TO FIT INDIVIDUAL OFFICERS AND THEIR DUTY VEST. MANUFACTURED OF 1000 DENIER® CORDURA NYLON MATERIAL AND LINED W/420 NYLON PACK CLOTH COLOR, BLACK. WHERE NEEDED FOR STRENGTH AND DURABILITY POCKETS ARE LINED WITH 1050 DENIER BALLISTIC NYLON MATERIAL. PLACEMENT OF POCKET AND CHOICE OF POCKETS PER INDIVIDUAL OFFICERS PREFERENCE AND DEPARTMENT SPECS. VEST COVER RESEMBLES A UNIFORM SHIRT AND STYLE WITH 2 BREAST POCKETS, EPILETS ON SHOULDER, AND BUTTON PLAQUE DOWN FRONT OF COVER. VEST HAS 2 FRONT CLOSING SIDE FLAPS WITH VELCRO®AND ELASTIC ADJUSTMENT. TWO DOCUMENT POCKETS BEHIND SHIRT POCKETS WITH SIDE OPENING. CHOICE OF UP TO 9 ADDITIONAL POCKETS. RADIO HOLDER, DOUBLE HANDGUN MAGAZINE HOLDER, POCKET FOR BATON, PEPPER SPRAY AND FLASHLIGHT, 4X6" UTILITY POCKET WITH VELCRO® CLOSING FLAP. TASER HOLSTER AND SINGLE OR DOUBLE HANDCUFF HOLDER FOR FRONT OF VEST AND 1 OR 2 HANDCUFF HOLDERS FOR BACK OF VEST COVER. VEST COVER HAS INTERNAL BUTTON HOLES FOR CHANNELING FOR EAR COMMUNICATION. VEST COVER HAS VELCRO REMOVABLE/PULL DOWN POLICE IDENTIFICATION ON BACK OF VEST AND EYELETTS FOR ATTACHMENT OF DEPARTMENT METAL BADGE ON FRONT OF VEST. PRICE INCLUDES COMING TO PORTERVILLE POLICE DEPARTMENT UP TO 3 SCHEDULE DAYS TO FIT EACH OFFICER AND COLLECT INFORMATION TO BUILD THEIR CUSTOM VEST COVER.			\$ 495.00	\$31680.00
			SUB-TOTAL		\$31680.00
			SALES TAX (9.25%)		\$ 2930.40
			SHIPPING(ESTIMATE)		\$ 550.00
			TOTAL		\$ 35160.40
ABOVE PRICES ARE GOOD FOR 45 DAYS		OFFICIAL SIGNATURE			WM BLANKENSHIP



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Laboratory Instrument Service Contracts

SOURCE: Public Works

COMMENT: The City Laboratory Gas Chromatograph/Mass Spectrometer and Inductively Coupled Plasma Optical Emission Spectrometer instruments are under service contract with the instrument manufacturer. The service contract includes one preventive maintenance service call, unlimited technical support, and an onsite technician for instrument repair as needed. The City laboratory needs to renew the following contracts to continue instrument technical support:

Gas Chromatograph/Mass Spectrometer, Agilent Technologies - \$8,304 for one year contract 8/1/2020 to 7/31/2021.

Inductively Coupled Plasma Optical Emission Spectrometer, Thermo Electron North America LLC - \$11,224 for one year contract 6/8/2020 to 6/7/2021.

The service contract fees are paid from the Laboratory operating budget.

RECOMMENDATION: That the City Council:

1. Approve the service contract with Agilent Technologies for one year; and
2. Approve the service contract with Thermo Electron North America LLC for one year; and
3. Authorize payment for these services from the laboratory operating budget.

ATTACHMENTS:

1. GCMS Renewal Quote 2020-2021
2. iCAP 6300 Renewal Quote 2020-2021

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Quote Reference #900507324

Coverage from 08/01/2020 to 07/31/2021

To make changes or get assistance, contact your sales rep: **Rodney Guishard** +1 3026361889 RODNEY.GUISHARD@NON.AGILENT.COM

CONTACT INFO

Caroline Thomason

City of Porterville

1 5597827510

cthomason@ci.porterville.ca.us

EQUIPMENT LOCATION

City of Porterville

1265 W Grand Ave

PORTERVILLE CA US 93257-0001

Agreements are done online using the Agilent portal. To activate agreement, please log onto Agilent.com and click login. Then be sure to go to My Account <(><>> My Service Agreements to view and/or renew the quote. Agreements cover hardware of instrument(s)/component(s) listed. If listed incorrectly, please contact Agilent. CrossLab Silver includes unlimited repairs (parts, labor, consumables required for repairs, and travel) and a Preventive Maintenance (PM). With CrossLab Extended, repairs are included but are best effort, not guaranteed. Note that CrossLab service reverts to CrossLab Extended after the EGS date is passed for that module/instrument. Scheduled maintenance (PM, Qualifications, etc.) is generally scheduled 6-8 weeks prior to appointment. To schedule, call 800-227-9770 and follow prompts 2 days after receiving confirmation email.

Coverage Summary

GCMS 5975 Diffusion System

System Handle: 13652-ORP

CrossLab Silver

\$8,304.00

View 2 Components

COMPONENT	MODULE #	SERIAL #	END OF GUARANTEED SUPPORT
5975C VL inert MSD EI Diffusion Pump	G3170A	US62713652	12/31/2020
6890 Plus GC system	G1530A	US00002121	03/31/2013

Total before Tax (USD)

\$8,304.00

Sales Tax 0.000 %

\$0.00

Total (USD)

\$8,304.00

Payment Terms

Net 30 Days

Billing Frequency - Annual

This Quotation is valid only for the period indicated. All Services quoted are subject to the Agilent Service Terms http://www.chem.agilent.com/en-US/products-services/Services/Pages/e16S_us_canada_mexico.aspx and the Agilent Service Exhibits referenced above. Products, parts and software are subject to the Agilent Terms of Sale http://www.chem.agilent.com/en-US/products-services/Services/Pages/e16S_us_canada_mexico.aspx Products or Services that are manufactured, configured or adapted to meet Customer's requirements are subject to the Agilent Terms of Sales - Custom products http://www.chem.agilent.com/en-US/products-services/Services/Pages/e16S_us_canada_mexico.aspx If you have a previously signed agreement with Agilent covering such Products, Services or spare parts, the terms of that agreement will take precedence for those Products, Services or spare parts. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Spare parts and Service availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law governing this transaction and shall not derogate from any statutory or legal rights you may have thereunder. Commodities, technology or software exported from the United States of America (U.S.) or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited. Warranty: Unless otherwise indicated herein, spare parts referenced in this document will receive a 90 day replacement warranty.

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

MICHAEL COTTON
CITY OF PORTERVILLE
1265 W GRAND
PORTERVILLE CA 93257

Phone: 559-782-7510
Fax:
Email: MCOTTON@CI.PORTERVILLE.CA.US

SUPPORT PLAN QUOTATION	
QUOTATION Number:	21344008 /
Coverage Start Date:	June 08, 2020
Coverage End Date:	June 07, 2021
Quotation Expires:	June 08, 2020

Dear MICHAEL COTTON,

Thank you for purchasing a Support Plan for your Thermo Scientific instrumentation. When you purchased your Thermo Scientific product, you gained a partner that is committed to your long term success. We understand the challenges you face today: increasing productivity and reducing costs, while achieving better results in less time.

According to our records, the Support Plan coverage for your Thermo Scientific product is nearing expiration. We have attached a quotation to continue your Support Plan coverage that will help you gain the greatest value from your technology investment by maintaining top performance from your instruments, maximizing uptime and productivity, and eliminating the uncontrollable cost of unplanned maintenance and repairs. We ask that you please review the attached quotation.

If you wish to accept this quotation, please sign the attached copy and return it, with your fax or hard copy Purchase Order to: Thermo Electron North America LLC, 5225 Verona Road, Madison, WI 53711 or fax to 877-867-8945.

We have included a document that summarizes the information in our database relating to your instrument. Please review this summary for accuracy. To update your information we ask that you simply fax the changes to the number provided on the summary. This will help us provide quick and accurate delivery, whether you need parts, technical support or service.

Thank you for your continued patronage. If you have any questions or concerns, please do not hesitate to contact us at 1-800-532-4752. Please use the document number shown at the top of this letter to reference this quotation or your instrument serial number listed in the quotation.

Sincerely,

DOUGLAS OLSON

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

SUPPORT PLAN QUOTATION	
QUOTATION Number:	21344008 /
Coverage Start Date:	June 08, 2020
Coverage End Date:	June 07, 2021
Quotation Expires:	June 08, 2020

MICHAEL COTTON
CITY OF PORTERVILLE
1265 W GRAND
PORTERVILLE CA 93257

Phone: 559-782-7510

Fax:

Email: MCOTTON@CI.PORTERVILLE.CA.US

Customer agrees to make full payment within thirty days of invoice. Alternative payments are available at an additional finance fee. Prices shown on this sheet are exclusive of all state, local, use, excise and/or other taxes.

Material	Description	Serial Number	Price
842310063181	iCAP 6300 Duo View ICP-OES Spectrometer	20101914	
	Coverage: UNITY ESSENTIAL PLAN - ELEMENTAL OE/ICP		10,161.00 USD

UNITY ESSENTIAL SUPPORT PLAN # ICP/OES

Plan Features:

- ~ One (1) Scheduled Preventative Maintenance visit (a standard PM kit is included)
- ~ Unlimited number of on-demand on-site corrective maintenance visits with a maximum of 72-hour response
- ~ Engineer labor and travel
- ~ Factory-certified replacement parts
- ~ Priority status for technical support telephone inquiries (response within 2 hrs)
- ~ Subscription to e-Support Online Technical Resources
- ~ 10% Loyalty discount on parts, accessories, and consumables during the effective period of the contract (mention the Loyalty parts discount program and request to be connected with PACUS team when contacting your local Thermo Scientific parts order department)
- ~ 10% discount on Institute based or on-site training for chromatography, mass-spectrometry or trace elemental instruments. The training must be purchased during the contract validity period. May not be available in all locations (please check availability with your local Thermo Fisher sales representative or customer service team). Applications, method development, or informatics training courses are excluded
- ~ Software updates and notifications (Updates are defined as changes of the existing software version that are intended to improve its performance)
- ~ Computers that were purchased from Thermo Fisher Scientific and required for the operation of the analytical system (Replacement of functional computers in order to accommodate an upgrade to a newer version of the operating systems is not covered by the support plan)

Coverage Exclusions:

- ~ Computers and/or software not provided and/or installed with the system by Thermo Scientific
- ~ Replacing a computer hard drive with one of larger capacity
- ~ Hardware and operating system upgrades
- ~ Instrument control software version upgrades
- ~ Layered application software
- ~ External power equipment e.g. UPS (uninterruptable power supply), power conditioner, or isolation transformer
- ~ Operator training
- ~ Components that cannot be repaired or replaced due to lack of availability from the Thermo Scientific supplier
- ~ Complete system replacement
- ~ Consumable items and parts such as (but not limited to) nebulizers, spray chambers, torches, sample cones, sample probes, power tubes, work coils, burner heads, lamps, sample tubing, o-rings, seals, pipettes, glassware, etc.
- ~ Accessories and optional modules, such as (but not limited to) autosamplers (other than OEM-supported models of CETAC/ESI basic liquid autosamplers), chillers manufactured by companies other than Thermo Scientific, separate vapor accessories, solid sampling systems, auto diluters, auto concentrators, argon humidifiers, detectors, furnaces, etc. (unless covered by a separately purchased additional option plan, if available)

Thermo Electron North America LLC
1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

SUPPORT PLAN QUOTATION	
QUOTATION Number:	21344008 /
Coverage Start Date:	June 08, 2020
Coverage End Date:	June 07, 2021
Quotation Expires:	June 08, 2020

MICHAEL COTTON
CITY OF PORTERVILLE
1265 W GRAND
PORTERVILLE CA 93257

Phone: 559-782-7510
Fax:

Material	Description	Serial Number	Price
942347004001	Cetac ASX-520 Autosampler		
Coverage:	Elemental ICP Options		1,063.00 USD

OPTIONS PLAN # ICP/OES

~ The entitlements and exclusions of the Options plan are the same as those of the support plan for the main instrument

Support Plan Sub-Total	11,224.00	USD
Support Plan Total	11,224.00	USD

Thermo Fisher Scientific looks forward to providing service on those instruments specified above subject to the terms and conditions stated on the attached document. As an authorized representative of the Buyer, your signature below creates an Agreement to buy the services listed above and your acceptance of the Terms and Conditions on the following pages as the sole and exclusive terms for your purchase. If you have questions, please call 800-532-4752 to contact your support plan specialist DOUGLAS OLSON.

Please be advised that our legal department's contract review policy does not allow for the review or acceptance of customer terms for Service Plan engagements below \$20,000. The rationale for this policy is to expedite the sales process and reduce the possibility of accepting onerous terms for low dollar value contracts. We are willing to entertain in good faith proposed edits to our standard terms if you are inclined to propose reasonable changes. As alternative to the exchange and review of edited commercial terms, we may agree to have neither party sign any terms and rely on the terms applied under the relevant version of the Uniform Commercial Code.

ACCEPTANCE OF SUPPORT PLAN

CITY OF PORTERVILLE

Thermo Electron North America, LLC

Signature Date

Signature Date

PO Number

Support Plan Specialist

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

1. **GENERAL.** Thermo Electron North America LLC ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products ("Products") and/or annual support plans ("Support Plan(s)") and billable services ("Technical Support") [Support Plans and Technical Support may be referred to collectively as "Services"] as listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("Agreement"). Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected; and if Buyer's response is deemed to be an offer, this document is a rejection of Buyer's offer and a counter offer by Seller and shall not constitute acceptance of any proposal by Buyer. Buyer's receipt of Products or Seller's commencement of Services hereunder will constitute Buyer's acceptance of this Agreement. This is the final, complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of Products and Services specified herein, which terms may not be altered in any way by Buyer's purchase order terms. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding upon Seller unless agreed in writing and signed by Seller. Seller's failure to object to additional or different terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein and all such proposals contained in Buyer's order are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products or Services will be as specified by Seller or, if no price has been specified or quoted, will be Seller's standard prices in effect at the time of shipment of Products or delivery of Services. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions that are not part of Seller's original quotation. Unless otherwise stated in the quotation, the quoted rate for Technical Support includes Work Time, Travel Time and Standby Time in accordance with the following schedule and conditions; except that Technical Support requested without at least seven (7) days advanced notification shall be subject to airfare charges in addition to the Standard Rate.

(a) **Work Time** : shall include all hours that Seller's service personnel are on the Buyer's job site, either working or ready for work and shall be payable at the applicable specified rates.
(b) **Travel Time** : shall include the time spent by Seller's service personnel in traveling between their customary headquarters and the Buyer's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Except as otherwise stated in the Services quotation, Travel Time will be invoiced per diem at the applicable Travel Zone rates in Seller's standard service list prices. Air travel and car hire related expenses will be charged in addition to the daily rate at cost plus a 10% administration fee.

(c) **Standby Time** : shall include the time that Seller agrees in writing, at its sole discretion, to reserve its service personnel to be ready to perform work for the Buyer, whether on the job site or not, up to a maximum of 8 hours a day, between the hours of 8:00 a.m. and 5:00 p.m., local standard time on Saturdays, Sundays and holidays. Standby Time shall be paid for at the special rates quoted by Seller at the time of Buyer's request or, if none, at the current Double Time Rate; and Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.

(d) **Standard Rate** : the Service rate quoted by Seller that shall be paid for time worked on a regular schedule of eight (8) hours per day, Monday through Friday (excluding Seller's holidays), between 8:00 a.m. and 5:00 p.m. local standard time.

(e) **Overtime Rate** : if applicable for the quoted Services, the rate of one and a half times the Standard Rate shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and 8:00 a.m. local standard time; but not exceeding sixteen (16) hours per day Monday through Friday, and for any time on Saturdays, not to exceed sixteen (16) hours. Overtime shall be billed in 30 minute blocks; or longer time blocks, if quoted by the Supplier.

(f) **Double Time Rate** : the rate of twice the Standard Rate shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Friday, and for all time on Saturdays, Sundays and holidays. Holidays shall be those observed by Seller.

3. **TAXES AND OTHER CHARGES.** Prices for the Products and Services exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer immediately for the single lump sum amount equal to the total charges for the initial Term of a Support Plan, upon shipment of Products or upon completion of Technical Support for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. International Technical Support may require payment in advance. Buyer will grant a security interest in the Products sold under this Agreement until payment of the full purchase price to Seller in accordance with Article 9-103 of Uniform Commercial Code-Secured Transactions. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at the greater of a periodic rate of one and one-half percent (1.5%) per month or the highest rate stipulated by applicable law, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars unless otherwise specified in Seller's invoice.

5.A. **PRODUCT DELIVERY.** All Products will be shipped to the destination specified by Buyer, FCA (INCOTERMS 2010) at OEM shipping point or Seller's distribution facility, as applicable, which will vary depending on Product type and availability and may include points outside the United States (U.S.) (inquire for specific shipping point information). Notwithstanding specified INCOTERMS, Seller shall select carrier on Buyer's behalf and Seller agrees to arrange transportation of Products to Buyer's destination, and to act as the importer of record on behalf of Buyer to clear the Products through U.S. customs. All freight, taxes, duties and insurance, if any, charges shall be prepaid and added to Buyer's invoice. Seller may, at its election, make partial shipments of the Products and invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part and/or terminate any Services, if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. Seller's termination of Services will not relieve Buyer's obligation to pay all amounts due for Services provided by Seller prior to the termination date. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay.

5.B. **CANCELLATION OR CHANGES BY BUYER** If Buyer requests that Seller delay delivery of Products for any reason, Seller may place Products in storage at Buyer's risk and expense and for Buyer's account. Orders in process may be cancelled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller. Before returning any item, contact Seller's Order Administration Department for a Return Material Authorization (RMA) number at (800) 532-4752. Buyer may need to complete an RMA Form which includes a Hazard Free Form and/or Instrument Contamination Data Form. If authorized by Seller, Buyer must return items to Seller in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the item is lost or damaged in shipment. In addition, Seller reserves the right to charge the Buyer the list price for missing components or subassemblies when incomplete items are returned to Seller. Authorized returns of any unused items which are free from material defects to Seller, in its sole discretion, may be subject to a twenty percent (20%) restocking charge.

Requests by Buyer to delay, postpone or suspend on-site Services, due to no fault of Seller, shall be subject to Seller's ability to recall its service representatives and to cancel and/or reschedule of any of their travel arrangements; and provided that, Buyer pays any and all additional costs (including, Travel Time and expenses) incurred by Seller as a result of the Services being postponed or suspended by Buyer. Cancellation of scheduled Services may be subject to a cancellation fee of twenty percent (20%) if Seller is notified less than 7 business days prior to the scheduled date of service.

6. **DELIVERY OF SERVICES.** Except as otherwise stated on the face hereof, all Services will be provided by Seller or its agent between the hours of 8:00 a.m. and 5:00 p.m. local standard time, Monday through Friday, excluding Seller's holidays, either at Seller's principal offices or, at Seller's option, at Buyer's installation address. If Seller advises Buyer that Services should be performed at Seller's facility, Buyer will properly package the Products to prevent damage, clearly mark the RMA number on the outer packaging, and ship it, via postage/freight prepaid, to the address set forth on the face hereof or such different address as Seller may from time to time provide to Buyer. After Seller completes the Services, or has made a determination that the products are beyond repair, Seller may, at its option, either advise Buyer to scrap the Products or to have the Products shipped, postage/freight prepaid, back to Buyer's installation address stated on the quotation, or to such other address as Buyer requests. In the event Buyer requires expedited delivery, such delivery will be made at Buyer's expense. If Seller advises Buyer that Services should be performed at Buyer's site, Buyer will use its best efforts to provide Seller with all requested diagnostic information for any products requiring Services; and subject to compliance with Buyer's reasonable security requirements, will allow Seller free access to all relevant equipment, documentation and records. In addition, Buyer will cooperate with Seller's efforts to perform the Services and will provide such additional assistance as Seller may reasonably request. At the completion of the Services, Seller's representatives will provide Buyer with a field service report on which will be indicated the number of hours spent and the materials used in completing the work. Buyer's signature on the field service report will signify approval of the information in the report and Seller's satisfactory completion of the Services. If Buyer does not sign the report or provide written objection within five (5) business days after receipt, then the report will be deemed unequivocally approved and accepted by Buyer.

7. **TITLE AND RISK OF LOSS.** Notwithstanding the transport terms indicated above, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier at the time and place of shipment; provided, however, that title to any software incorporated within or forming a part of the Products will at all times remain with Seller or the licensor(s) thereof, as the case may be. All risk of loss or damage to Buyer's products being transported for Services shall remain with Buyer during shipment to and from the Buyer's site and during Seller's performance of Services hereunder.

8. **WARRANTIES.** Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "Warranty Period"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with the Delivery clause of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for Technical Support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION.

9.1 By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of Services at Buyer's premises under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (u) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (v) by any third party, (w) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (x) Seller's compliance with Buyer's designs, specifications or instructions, (y) use of the Product in an application or environment for which it was not designed, or (z) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

9.2 By Buyer. Buyer will indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder (i.e., firmware), Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software licensed hereunder solely for Buyer's own internal business purposes on its hardware Products and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware Products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, to immediately stop using all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller or may be stand-alone software products, which Buyer hereby agrees are subject to a separate browse-wrap, shrink-wrap or click-thru end user license agreement (EULA). Accordingly, the warranty and indemnification provisions herein do not apply to such software, which are exclusively provided in the applicable EULA.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFOR PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

13. SUPPORT PLAN TERMS AND CONDITIONS.

A. General. In the event Buyer purchases a Support Plan from Seller under this Agreement, Seller agrees to maintain and/or repair those Products or instruments identified on the face hereof as covered under a Support Plan ("Covered Equipment") in a manner consistent with the specifications and entitlements included in the purchased Support Plan as specified by Seller on the face hereof, which may include various levels of service at the Buyer's site(s) and/or Seller's Depot Repair locations and are purchased separate from the original Product Warranty above (the "Support Service(s)"). The Support Services will only be valid for Covered Equipment within the Region covered by the Plan (e.g. 48 contiguous U.S.), Monday through Friday (excluding Seller's holidays) during the hours of 8:00 a.m. to 5:00 p.m. local standard time ("Normal Hours") during the term of the Agreement. The Covered Equipment must be operated according to the manufacturer's supplied instructions, including without limitation the Operator's Manual(s) and any malfunction must be promptly reported to Seller. Support Service calls requested outside of Normal Hours or for any non-Covered Equipment or for services not included in the Support Plan will be billed at Seller's standard rates for Technical Support in effect at the time of Buyer's request. Seller reserves the exclusive right to determine the assignment of its employees in the performance of Support Services.

B. Term. (a) The Support Plan will begin and remain effective for the period of time stated on the face hereof ("Term"). To renew the Support Plan, Buyer must sign a Renewal Service Agreement accompanied by a purchase order prior to the expiration of the current Term ("Renewal"), which shall also be subject to the terms and conditions of this Agreement. Either party may terminate a Support Plan for any/no reason by providing at least thirty (30) days written notice to the other party. Seller will use commercially reasonable efforts to stop work and to incur no additional expenses. Regardless, if a Support Plan is cancelled, Seller will charge Buyer for the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered equipment under the underlying Support Plan from its effective date until the cancellation date or the prorated price of the underlying Support Plan from its effective date until the cancellation date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Support Plan. In the event Buyer prepaid the Support Plan fees in full and a credit balance exists for the underlying Support Plan, Seller will provide a credit or refund the amount remaining to Buyer.

C. Pricing and Pricing Assumptions. Except as otherwise agreed in writing, the annual charge for each Renewal will be Thermo Fisher's standard support plan rates in effect at the start of the Renewal. All Support Plan pricing is based on the assumption that the Covered Equipment operates in accordance with product specifications as of the coverage start date; therefore, prior to the start of each Term and Renewal, Seller reserves the right to verify and correct the condition of the Covered Equipment and invoice Buyer at Seller's current billable rates for any Support Services deemed reasonably necessary to bring the Covered Equipment into good operating condition. Notwithstanding the above, Seller agrees to waive its right to bill the Buyer for bringing the Covered Equipment into good operating condition if there is no lapse between the end date of the current Support Plan Term and the beginning of any Renewal.

D. Parts and Consumables: The Support Plan level defines when and if the cost of parts is included under the Support Plan. Notwithstanding the foregoing, the cost for parts that are consumed in the normal and usual operation of the Covered Equipment including, but not limited to, sample preparation and analysis, consumables, paper, ink cartridges, ribbons, pens, lamps and/or data media are not covered under any Support Plan.

E. Key Operator: Buyer will designate a key operator of Covered Equipment who can describe instrument malfunctions to Seller's service representatives by telephone and who is qualified to perform simple adjustments and corrections to the Covered Equipment as requested by Seller's service representatives. Buyer's failure to designate a key operator or to perform or to have an authorized representative perform the routine maintenance specified in the Covered Equipment's instructions or Owner's Manual may result, at Seller's option, in Buyer being invoiced at Seller's standard Technical Support rates to provide such non-covered services.

F. Equipment Modification: Seller reserves the right to make any changes in the design or construction of Seller's Products without incurring any obligation to make any updates or changes whatsoever in the Covered Equipment under the Support Plan. Buyer agrees to allow Seller, at its expense and option, to make retrofits or design changes which improve product reliability, but do not change its performance characteristics. Any Buyer requests to modify or add devices or accessories to Covered Equipment that are not manufactured by Seller are outside the scope of the Support Plans and covered Support Services.

G. Support Services Warranty: Seller's sole obligation under any Support Plan is to provide the Support Services in a workmanlike manner in accordance with the entitlements of the Support Plan purchased by Buyer hereunder. SELLER MAKES NO OTHER WARRANTIES FOR SUPPORT SERVICES PROVIDED UNDER A SUPPORT PLAN, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

H. Support Plan Exclusions: The following occurrences are not covered by any Support Plan purchased by Buyer from Seller under this Agreement:

(a) Covered Equipment malfunctions caused by any of the following abnormal conditions; and if Seller performs Support Services as a result thereof, Seller will invoice Buyer at Seller's standard billable rates for service, travel or move, labor and parts: (i) Shipping damage incurred en route to Buyer's site or any subsequent transport thereafter; (ii) Force Majeure events, including for example, floods, lightning, earthquake, tornado, hurricane or fire, bombing, terrorism, armed conflict, malicious mischief, sabotage or other such natural or manmade disasters; (iii) Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (iv) Repairs, maintenance, or modifications made by anyone other than Seller's trained personnel or without Seller's supervision and/or approval; and (v) Relocation and reinstallation of Covered Equipment are not covered under the Support Plan; however, upon request Seller, will supervise the removing, crating, relocation and reinstallation of its products at Seller's standard billable rates for service, travel or move, labor and parts.

(b) Maintenance or replacement of media (i.e., floppy disks, printer supplies, etc.) whatever the reason for loss, failure or damage;

(c) Servicing of material or instruments manufactured by anyone other than Seller, including third-party material or instruments purchased for engineering specials;

(d) Beta-site support;

(e) Service calls made to train operators; and/or

(f) Service calls made as a result of Buyer-identified areas of responsibility, i.e. malfunctions related to Buyer's site conditions, utilities and/or facilities (power, water, temperature, humidity,

Thermo Electron North America LLC
1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

vibration, dust, etc.) or site computer/data network problems or integrity.

13. Buyer Responsibilities: Buyer will give Seller's personnel reasonable access to the Covered Equipment whenever Support Service is required. Buyer will cooperate with Seller's personnel so that Support Services can be performed efficiently and without interruption. Buyer will permit Seller to use of Buyer's equipment, including Covered Equipment, that Seller's personnel deem necessary to perform the Support Services. Buyer is solely responsible for the procurement, installation, maintenance and fees associated with all third party communication equipment and media as needed for the performance of Support Service under the Support Plan including, but not limited to, telephone and equipment for remote transmission of data.

14. INSURANCE. For the Term of a Support Plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated B+ or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US\$2,000,000 (two million) for each occurrence and US\$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of US\$1,000,000 (one million), (c) Automobile liability of US\$2,000,000 (two million) and (d) Umbrella coverage of US\$5,000,000 (five million). No policy will include a waiver of subrogation. Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein.

15. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer may make written request for additional information from Seller as needed to satisfy Buyer's reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

16. MISCELLANEOUS. (a) Buyer may not delegate any duties or assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the County of Suffolk, Massachusetts U.S.A. for any action arising out of or relating to this Agreement. Each party hereby waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, software and/or Services, they are not approved medical devices and are intended by Seller to be for "Research Use Only" as defined by the U.S. Food and Drug Administration regulations and is not to be used for any illegal or unapproved regulatory purposes, including without limitation, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (g) Seller agrees not to knowingly disclose any confidential information or data obtained by it during the performance of Services when such information or data is clearly identified in writing by Buyer as confidential. Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. The parties agree to keep such information confidential and not disclose each other's confidential information to any third party for one (1) year hereafter, and to use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder must be in writing and shall be deemed received when personally delivered, upon delivery by any internationally recognized carrier such as Federal Express or similar overnight delivery service, or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (i) Seller may, in its sole discretion, provide (I) applicable Product training to Buyer or its employees, or (II) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees to distribute any such samples to patients for patient use or, if not so distributed, to return them to Seller. Buyer may not use the samples to provide care to patients and must not bill any patients or third party payers when Buyer dispenses the samples. (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in this Agreement or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

BUYER SELLER
By:
Print Name:
Print Title:
Date:
By:
Print Name:
Print Title:
Date:

Initial here to indicate Buyer's agreement to automatically apply the Terms and Conditions of Sale for Products and Service to all future orders of Products and Services from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for (write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

Equipment Location Summary

[illegible]



THERMO ELECTRON NORTH AMERICA LLC GENERAL INFORMATION

In response to your request for information and compliance certification, Thermo Fisher Scientific wholly owned subsidiary, Thermo Electron North America LLC, is providing you with the following information and certification.

Legal Entity Name (issue all PO's to): Thermo Electron North America LLC

PO Addresses: 1400 Northpoint, Pkwy Suite 10 5225 Verona Road
West Palm Beach, FL 33407 Madison, WI 53711

Phone: (800)532-4752 (800)532-4752
Fax: (561)688-8731 (412)200-6542

Remit to Address: PO Box 742775
Atlanta, GA 30374-2775

Federal ID:	43-1992201	DUNS Number:	138388090
NAICS Code:	334516	Cage Code:	3WXJ7
D&B Rating:	TENA: 1R3	TFS:	5A2
SIC Code:	primary 3826	secondary 3829	

IL Dept of Human Rights #: 122173-00 expires 10/09/2020

Number of Employees: Approximately 600 plus

Date Incorporated: 2002

Parent Company: Thermo Fisher Scientific Inc
FEIN 04-2209186
Corporate Office Address:
168 3rd Avenue
Waltham, MA 02451
D&B Rating: 5A2

Type of Business: Commercial sales and service organization for Thermo Fisher Scientific, which designs, manufactures, markets and services instrumentation for a broad range of analytical, chemical and electronic engineering problem solving applications in science and industry under the Thermo Scientific & Unity Lab Services brand names.

Quality Standards: Our quality practices are based upon ISO-9001 standards.
Certificate available upon request

Officers – Thermo Fisher Scientific: Team thought we should have a website link instead of listing names as changes are frequent. Below please find the Corporate link. <http://ir.thermofisher.com/investors/Investor-Overview/default.aspx>

President & CEO:	Marc Casper
Sr. VP & CFO:	Stephen Williamson
Treasurer:	Kenneth J. Apicerno
Assistant Treasurer:	Maura A. Spellman
SR VP & Secretary:	Seth H. Hoogasian

TENA Officers:	
SR VP, General Council	Seth Hoogasian
Assistance Treasurer	Maura Spellman
Anthony Smith	

Bank Information:

Name: Bank of America
Contact/Phone: Charlotte Whitaker @ 888-715-1000 ext 35456

dedicatedsouththree@bankofamerica.com

Payment by ACH domestic only:

Account number: 4426395065

ABA number: 111000012

Payment by wire transfer domestic & international

Account number: 4426395065

ABA number: 026009593

SWIFT CODE: BOFAUS3N

Please send Wire/ACH Remittance to: USPAL.WPB-FSSC@THERMOFISHER.COM

Fax: 877-680-2542



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Authorization to Rent Equipment for Investigative and Explorative Work at the Former JC Penney Location

SOURCE: Public Works

COMMENT: The Main Street Reconstruction Project plans are currently in the design process. This project will include drainage inlets, pipelines, and extensive work to the structures related to the Porter Slough that runs under Main Street.

In order for a complete evaluation of the structures relating to the Porter Slough to take place the area must first be exposed. Staff has determined that the best approach for the most thorough review is via the former JC Penney site location. This will require the demolition of the remaining wood subfloor as well as the removal of rubble, concrete, and years worth of build up of silt from the area. This process will benefit the City two-fold as not only will it provide access for the review of the structures relating to the Porter Slough, but it is also work that must be done if the former JC Penney site location, which was recently dedicated and is now owned by the City, is ever to be developed.

The Public Works Department has qualified and skilled staff that is capable of running the machinery required to complete this work, but will need to rent large equipment for safe access and completion of the work required. Utilizing City staff for the work will save money versus hiring a contractor and also save time as the bid process can take a few months from beginning to end. City staff is ready to begin as soon as they receive approval to do so. It is important to note that during this work the small City parking lot located along the south side of the project location will need to be closed during the work as a safety precaution to limit the risk of injury and damage from falling debris and the movement of heavy equipment. The closure will also help keep the work moving forward in a timely manner.

The Public Works Director has evaluated the amount of staff time as well as the rental costs for the heavy equipment needed and has estimated that the cost for removal and disposal of the wood deck is approximately \$65,000 and the removal and disposal of the concrete and silt is approximately \$188,000 for a total of \$253,000 inclusive of labor and materials. It is anticipated that an additional \$25,300 construction contingency (10%) is required to cover unforeseen circumstances for a total estimated project cost of \$278,300.

Funding for this work is available in Local Transportation Funds as part of the Downtown reconstruction funding approved in the 2019/2020 Fiscal Year

Budget.

RECOMMENDATION:

That City Council:

1. Approve staff to move forward with the removal of the wood deck, concrete, and silt from the former JC Penney location for investigative purposes at a cost not to exceed \$278,300 inclusive of labor, equipment rentals, and a 10% contingency; and
2. Authorize the Finance Director to make payment for the necessary rental equipment upon receipt of invoices approved by the Public Works Director.

ATTACHMENTS:

1. Locator Map - Former JC Penney Location

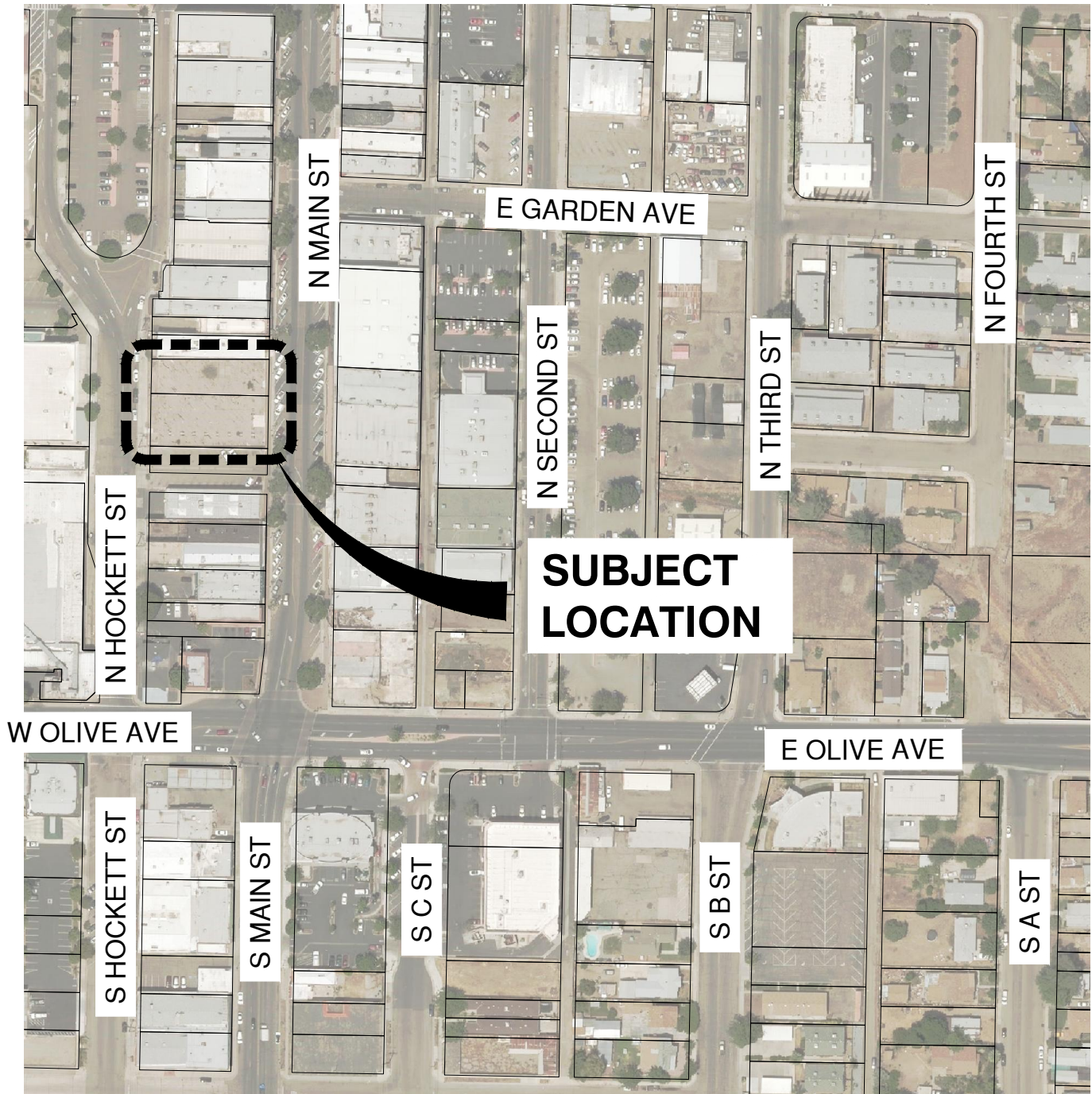
Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

PROJECT LOCATION MAP
J.C. PENNEY SITE

DRAWN BY	CAL
CHECKED BY	
SCALE	N.T.S.
DATE	5/28/2020

SHEET
1
OF
1



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Authorization to Advertise for Bids - Thurman Avenue and Third Street Storm Drain Project

SOURCE: Public Works

COMMENT: Plans and a Project Manual have been prepared for the Thurman Avenue and Third Street Storm Drain Project. The project includes construction of approximately 1500 lineal feet of storm drain piping, connection to existing storm drain manholes, construction of new storm drain manholes, trench patching, and related appurtenances.

The estimate of probable cost for the entire project is \$433,765.00 with \$43,376.50 required for the construction contingency (10%). An additional \$43,376.50 (10%) is required for construction management, quality control and inspection. The total estimated cost associated with the project is \$520,518.00. An Estimate of Probable Cost is attached for City Council's review.

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

Funding for the project is approved in the 2019/2020 FY budget. Initial planned funding appropriations as defined in the 2019/2020 FY annual budget is from Local Transportation funds (LTF) in the amount of \$800,000. A large portion of these funds will be utilized for this project. The remaining funds will be used during the different phases of the Main Street Reconstruction Project currently under design.

RECOMMENDATION: That City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project;
3. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714;

ATTACHMENTS:

1. Locator Map
2. Engineer's Estimate of Probable Cost

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



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

THURMAN AVENUE AND THIRD STREET STORM DRAIN PROJECT

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



PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

CLIENT/PROJECT: CITY OF PORTERVILLE/ THURMAN STREET STORM DRAIN PROJECT

PREPARED BY: JAMES COZAD

LOCATION: PORTERVILLE BRANCH

Job # 190121

Date: 5/14/2020

100% Submittal

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
1	Mobilization & Demobilization	L.S.	L.S.	\$25,000.00	\$25,000.00
2	Prepare and Maintain Traffic Control Plan	L.S.	L.S.	\$20,000.00	\$20,000.00
3	Demolition & Excavation	L.S.	L.S.	\$15,000.00	\$15,000.00
4	Sheeting & Shoring	L.S.	L.S.	\$15,000.00	\$15,000.00
5	12" RCP Pipe	72	LF	\$50.00	\$3,600.00
6	18" RCP Pipe	106	LF	\$70.00	\$7,420.00
7	24" RCP Pipe	805	LF	\$80.00	\$64,400.00
8	30" RCP Pipe	584	LF	\$100.00	\$58,400.00
9	D-5 Storm Drain Inlet	2	EA	\$5,000.00	\$10,000.00
10	D-6 Storm Drain Inlet	2	EA	\$7,000.00	\$14,000.00
11	D-7 Storm Drain Inlet	5	EA	\$4,000.00	\$20,000.00
12	48-inch Manhole	3	EA	\$4,500.00	\$13,500.00
13	60-inch Manhole	3	EA	\$5,500.00	\$16,500.00
14	Sanitary Sewer Bypass 60-inch Manhole	2	EA	\$11,500.00	\$23,000.00
15	Valley Gutter Replacement	4	EA	\$2,500.00	\$10,000.00
16	Decorative Paver Crosswalk Replacement	2	EA	\$2,500.00	\$5,000.00
17	Connect to Existing Manhole/Inlet	2	EA	\$1,500.00	\$3,000.00
18	Roadway Trench Replacement (4.5"AC/8"AB)	1,567	LF	\$45.00	\$70,515.00
				Subtotal:	\$394,335.00
				10% Contingencies:	\$39,430.00
				Total:	\$433,765.00



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Reimbursement for the Construction of Water and Storm Drain Master Plan Improvements for the Summit Estates Two, Phase Two Subdivision - Smee Homes, Inc.

SOURCE: Public Works

COMMENT: The developer of the new Summit Estates Two, Phase Two Subdivision, Smee Homes, Inc., is requesting reimbursement for the cost of constructing water and storm drain improvements to satisfy master plan requirements.

The following are the applicable Municipal Code Sections related to master plan improvements subject to reimbursement:

WATER

25-32.3: ACREAGE FEE:

A. Purpose: In order to implement the goals and objectives of the water system master plan of the city, and to provide needed water facilities for new development in the planning area, certain public water facilities must be constructed. The city council has determined that a development impact fee is needed in order to finance these public improvements and to pay for the development's fair share of the construction costs of these improvements. In establishing the fee described in the following subsections, the city council has found the fee to be consistent with its general plan and, pursuant to Government Code section 65913.2, has considered the effects of the fee with respect to the city's housing needs as established in the housing element of the general plan.

B. Established: An acreage fee is hereby established upon issuance of certificate of occupancy for development in the city, or upon connection to the city water system to pay for water system improvements. The city council shall, in a council resolution, set forth the specific amount of the fee, describe the benefit and impact area on which the development fee is imposed, list the specific public improvements to be financed, describe the estimated cost of these facilities, describe the reasonable relationships between this fee and the various types of new development and set forth time for payment. As described in the fee resolution, this development fee shall be paid by each developer upon issuance of certificate of occupancy or connection to the water system. On an annual basis, this fee shall be adjusted by the public works director department in accordance with the "Engineering News Record Construction Cost Index" publication.

C. Limited Use Of Fees: The revenues raised by payment of this fee shall be placed in a separate and special account and such revenues, along with any interest earnings on that account, shall be used solely to:

1. Pay for the city's future construction of water facilities described in the resolution enacted with this section, or to reimburse the city for those described or listed facilities constructed by the city with funds advanced by the city from other sources; or
2. Reimburse developers who have been required or permitted as set forth below, to install such listed facilities which are oversized with supplemental size, length, or capacity. (Ord. 1754, 6-2-2009)

STORM DRAINAGE

19A-40: ACREAGE FEE

A. Purpose: In order to implement the goals and objectives of the storm drain master plan of the city, and to provide needed storm drainage facilities for new development in the planning area, certain public storm drain facilities must be constructed. The city council has determined that a development impact fee is needed in order to finance these public improvements and to pay for the development's fair share of the construction costs of these improvements. In establishing the fee described below, the city council has found the fee to be consistent with its general plan and, pursuant to Government Code section 65913.2, has considered the effects of the fee with respect to the city's housing needs as established in the housing element of the general plan.

B. Established: An acreage fee is hereby established, upon issuance of certificate of occupancy for development in the city, or upon creation of any additional runoff to the city's storm drain system to pay for storm drainage improvements. The city council shall, in a council resolution, set forth the specific amount of the fee, describe the benefit and impact area on which the development fee is imposed, list the specific public improvements to be financed, describe the estimated cost of these facilities, describe the reasonable relationships between this fee and the various types of new development and set forth time for payment. As described in the fee resolution, this development fee shall be paid by each developer prior to issuance of certificate of occupancy or upon creation of any additional runoff to the city's storm drainsystem. On an annual basis, this fee shall be adjusted by the public works director or designee in accordance with the "Engineering News Record Construction Cost Index" publication.

C. Limited Use Of Fees: The revenues raised by payment of this fee shall be placed in a separate and special account and such revenues, along with any interest earnings on that account, shall be used solely to:

1. Pay for the city's future construction of storm drainage facilities described in

the resolution enacted with this chapter, or to reimburse the city for those described or listed facilities constructed by the city with funds advanced by the city from other sources; or

2. Reimburse developers who have been required or permitted as set forth below, to install such listed facilities which are oversized with supplemental size, length, or capacity.

D. Developer Construction Of Facilities: Whenever a developer is required, as a condition of approval of a development permit, to construct a public facility described in a resolution adopted pursuant to this section, and when such construction is necessary to ensure efficient and timely construction of the facilities network, a reimbursement agreement with the developer shall be offered. The reimbursement amount shall not exceed the actual cost of the construction of the facility by the developer. In the event the actual construction cost of the facility exceeds the fee required of the development project, the city shall enter into a reimbursement agreement for the cost in excess of the fee required for the project, to be paid from the special account established pursuant to this section. (Ord. 1754, 6-2-2009)

These sections of the Municipal Code of the City of Porterville require developers to pay impact fees that are then established for reimbursement of master plan improvements constructed by the developer as defined by the adopted master plans.

The costs associated with water and storm drainage improvements within Summit Estates Two, Phase Two Subdivision, inclusive of other incidental improvements, were verified by the City and have been found to be acceptable to staff.

SUMMIT ESTATES TWO, PHASE TWO MASTER PLAN IMPROVEMENTS:

Water Main & appurtenances \$ 76,618.75
Storm Drainage & appurtenances \$184,264.07

TOTAL MASTER PLAN REIMBURSEMENT: \$260,882.82

The developer is also entitled to reimbursement of master plan related design and administrative costs, which staff will bring to Council for approval at a later date when the required documentation has been submitted and approved.

The City of Porterville Engineering staff has inspected the improvements and have found them to meet City Standards.

RECOMMENDATION:

That City Council:

1. Accept the water and storm drain master plan improvements related to the new Summit Estates Two, Phase Two subdivision

- for maintenance;
2. Approve reimbursement to Smee Homes, Inc., per Sections 25-32.3 and 19A-40 of the City of Porterville Municipal Code: and
 3. Authorize the Finance Director to disburse \$260,882.82 to Smee Homes, Inc.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: State Homeland Security Subaward Agreement FY 2019

SOURCE: Fire

COMMENT: The Fire Department was recently awarded a Homeland Security Grant through the State Homeland Security Grant Program Committee of Tulare County in the amount of \$8,000. This grant, which provides federal funding through a program administered by California Office of Emergency Services (CalOES), will fund mobile data terminals for all frontline engines and patrols. These mobile data terminals will be used for the "closest unit dispatching" project which will allow for more precise and efficient dispatching. Rather than dispatching units to calls based on the station where the units are based, calls will be dispatched based on where the units are located in real time. The Police Department and Porterville Dispatch are already using closest unit dispatching for Police response calls.

The grant funds are routed from CalOES to each County's respective OES, for distribution by the above-referenced selection Committee. In order to accept the grant, a Subaward Agreement must be executed and returned to Tulare County OES.

RECOMMENDATION: That the City Council authorize the Mayor to sign the subaward agreement as authorized agent, and accept the \$8,000 award of grant funds to purchase mobile data terminals for the Fire Department.

ATTACHMENTS: 1. State Homeland Security Subaward Agreement

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager

**Subaward Agreement Regarding FY 2019 State Homeland Security Grant Programs
Funding for Equipment, Planning, Administration, Training and Exercises**

THIS AGREEMENT is entered into by and between the County of Tulare ("COUNTY") and City of Porterville ("SUBRECIPIENT"), referred to individually herein as "Party" or collectively as "Parties," on the following terms and conditions:

WHEREAS, the Fiscal Year 2019 (FY 2019) California State Homeland Security Grant Program (SHSGP) provides funding through Federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs;

WHEREAS, COUNTY applied to the California Governor's Office of Emergency Services ("CalOES") for a FY 2019 SHSGP grant;

WHEREAS, as part of its grant application, COUNTY requested sufficient funds to support certain activity(ies) or program(s) planned by SUBRECIPIENT that may be eligible for SHSGP grant funds;

WHEREAS, COUNTY was awarded FY 2019 SHSGP grant funding; and COUNTY, upon recommendation of the local Approval Authority designated in the SHSGP Guidelines, determined to allocate some of this funding to support SUBRECIPIENT'S eligible program(s) or activity(ies).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, COUNTY and SUBRECIPIENT hereby agree as follows:

1. GRANT SUBAWARD. Subject to the terms, conditions, and other limitations specified herein, COUNTY intends to subaward to SUBRECIPIENT a portion of its FY 2019 SHSGP Grant for the following program and/or activity:

Department/Agency: Porterville Fire Department

Program/Activity: Dell Latitude 7212 Rugged Extreme Tablet

Details about the specific program or activity authorized, the amounts allocated to the specified program or activity, and the anticipated performance and disbursement timelines shall be confirmed by subsequent award letter(s) from COUNTY ("Award Letter(s)") in accordance with this Agreement. **SUBRECIPIENT agrees not to expend any anticipated FY 2019 SHSGP grant funds until after it has received [an] Award Letter(s) authorizing the specific activity or program, and confirming the award amount.** Award Letter(s) may include attachments, which are considered to be integral parts of the Award Letter(s). Unless SUBRECIPIENT notifies COUNTY before it begins spending the funds authorized in a FY 2019 SHSGP Award Letter that it declines some or all of the program, activity, and/or funds outlined in the Award Letter, SUBRECIPIENT will be deemed to have accepted all of the terms and conditions specified in the Award Letter(s), including any attachments.

COUNTY reserves the exclusive right to determine the method and timing of disbursement of SHSGP funds to SUBRECIPIENT. Furthermore, and in addition to all other rights provided to COUNTY under this Agreement or the law, COUNTY reserves the right to, issue revised Award Letter(s) to modify

SUBRECIPIENT's authorized program, activity, award amounts, and/or performance periods, in accordance with the recommendations of the Local Approval Authority, the changing needs of SUBRECIPIENT and/or the likelihood of SUBRECIPIENT expending its subaward; however, such modifications will only be made after consultation with SUBRECIPIENT, and in accordance with the recommendations of the Local Approval Authority.

2. PERFORMANCE PERIOD. SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall commence on October 1, 2019. Unless COUNTY specifies otherwise in SUBRECIPIENT's Award Letter(s), SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall continue until whichever of the following dates or events occurs first: (i) April 30, 2021, or (ii) until otherwise terminated under the provisions of this Agreement. Only activities performed during the County-specified FY 2019 SHSGP Performance Period are eligible for funding/reimbursement pursuant to this Agreement.

3. GRANT REQUIREMENTS AND ASSURANCES. The SUBRECIPIENT hereby agrees to review, adhere to, and comply with all COUNTY, state, and federal grant award requirements. SUBRECIPIENT acknowledges that COUNTY was required to accept and agree to the CalOES Standard Assurances (attached as **Exhibit A**, and incorporated by reference herein), and that COUNTY must impose all such assurances on all of its subrecipients, at all levels. Accordingly, SUBRECIPIENT specifically accepts, agrees to, and will abide by the CalOES Standard Assurances, with the understanding that everywhere it references "Applicant" or "subrecipient" in Exhibit A shall be read to refer to SUBRECIPIENT. The CalOES Standard Assurances shall be binding on the SUBRECIPIENT, as well as its successors, transferees, contractors, consultants, etc. SUBRECIPIENT acknowledges that failure to comply with any of the assurances may result in suspension, termination, or reduction of grant funds.

Some of the requirements that SUBRECIPIENT hereby agrees to comply with appear in the following documents:

- (a) Applicable Federal Regulations, including: (i) Title 2, Part 200 of the Code of Federal Regulations (CFR) (which contains, among other items, Government cost principles, uniform administrative requirements and audit requirements for Federal grant programs), and (ii) updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>;
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

By signing this Agreement, SUBRECIPIENT specifically makes the applicable certifications in Exhibit A, including the Lobbying and Political Activities and Debarment and Suspension Certifications (Paragraphs 3 and 4 of Exhibit A, respectively), as evidenced by the signature of SUBRECIPIENT's authorized agent.

4. FEDERALLY-FUNDED SERVICES. Because this grant subaward involves the provision of federal funds to SUBRECIPIENT, the terms and conditions outlined and incorporated in **Exhibit B**, "**Federally-Funded Services**," will apply to this Agreement, and are incorporated herein by reference.

5. DISPOSAL OR DISPOSITION OF PROPERTY. SUBRECIPIENT acknowledges that pursuant to 2 CFR section 200.316, any real property, equipment, and intangible property that are acquired or improved with any SHSGP award must be held in trust by SUBRECIPIENT as trustee for the beneficiaries

of the project or program under which the property was acquired or improved. SUBRECIPIENT may be required by COUNTY, CalOES, or the federal government to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with the SHSGP award and that use and disposition conditions apply to the property.

Furthermore, SUBRECIPIENT agrees that when the equipment or supplies acquired with funds from this subaward are no longer needed for the original activity or program, or for other SUBRECIPIENT activities supported by the Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA), SUBRECIPIENT must notify COUNTY to request instructions on proper disposition of the equipment or supplies. SUBRECIPIENT is not permitted to sell, assign, or otherwise transfer title to (or any other interest in) equipment or supplies purchased with SHSGP funds except as permitted by 2 CFR Part 200. Furthermore, SUBRECIPIENT must obtain the express written permission of COUNTY for disposition of property that may have a current per unit fair market value of \$5,000 or more. Though not exclusive or exhaustive, additional information regarding disposition of property acquired with SHSGP funds can be found at 2 CFR Part 200, sections 200.313 through 200.316.

6. SUBAWARDS AND CONTRACTS. SUBRECIPIENT agrees to include all of the commitments specified in Exhibit A, and any other commitments or requirements included in this Agreement that expressly so designate, in the award documents it issues for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. SUBRECIPIENT further agrees that it will include the commitments in Exhibit A in all contracts paid for in whole or in part with FY 2019 SHSGP funds, and require such commitments to be included in applicable subcontracts. SUBRECIPIENT will ensure that its contractors and subcontractors comply with any applicable provisions in Exhibit A.

7. DESIGNATED COUNTY AUTHORIZED AGENT. Only those individuals designated by resolution of the Tulare County Board of Supervisors as Authorized Agents for FY 2019 SHSGP ("COUNTY Authorized Agents") are authorized to sign FY 2019 SHSGP Award Letters on behalf of COUNTY, or to suspend performance in accordance with Paragraph 16(d), below. All other notices from COUNTY may come from other COUNTY personnel.

8. PROOF OF SUBRECIPIENT AUTHORITY. Before this Agreement will be approved by COUNTY, SUBRECIPIENT must provide to COUNTY written authorization (in the form of a resolution, or some other format specifically authorized by COUNTY) from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the SUBRECIPIENT and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of performance of this Agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body; and
- (d) The official executing this Agreement is, in fact, authorized to do so.

9. DISALLOWANCE AND OFFSET. If, pursuant to this Agreement, SUBRECIPIENT requests or receives payment from COUNTY for programs, activities, or equipment, the reimbursement for which is later disallowed by the State of California or the United States Government, SUBRECIPIENT shall promptly refund the disallowed amount to COUNTY upon COUNTY's request. At its option, and to the

fullest extent permitted by law, COUNTY may offset the amount disallowed from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT or COUNTY.

Furthermore, if any of COUNTY's FY 2019 SHSGP grant funding is reduced, modified, or eliminated for any reason, COUNTY reserves the right to reduce, modify, or eliminate any or all of this FY 2019 SHSGP grant subaward to SUBRECIPIENT. SUBRECIPIENT agrees to promptly return any amounts requested by COUNTY in accordance with this provision. At its option, COUNTY may offset the amount to be returned by SUBRECIPIENT from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT and COUNTY.

10. MONITORING AND REPORTS. SUBRECIPIENT is responsible for oversight of the operations of the FY 2019 SHSGP supported activities. SUBRECIPIENT must monitor its activities to ensure compliance with applicable Federal requirements and achievement of specific performance expectations. SUBRECIPIENT's monitoring must cover each program, function or activity supported by FY 2019 SHSGP funding.

SUBRECIPIENT agrees to provide ongoing performance and financial reports regarding any and all of SUBRECIPIENT's programs and activities funded with FY 2019 SHSGP funding. At a minimum, these reports will be due on an annual basis, but COUNTY reserves the right to request more frequent reporting. Within 90 days of completion or termination of FY 2019 SHSGP funded subawards, SUBRECIPIENT is also expected to provide a final performance report and a final expenditure report in a format acceptable to COUNTY, State and the Federal government. SUBRECIPIENT will be notified of any additional required reports by separate Award Letter(s) or notice(s) from COUNTY.

11. MANDATORY DISCLOSURES. Pursuant to 2 CFR section 200.113, SUBRECIPIENT must disclose, in a timely manner, and in writing to COUNTY and ultimately to the federal awarding agency, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Pursuant to the terms and conditions outlined in Appendix XII to 2 CFR Part 200 ("Award Term and Condition for Recipient Integrity and Performance Matters"), SUBRECIPIENT may also be also required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338, "Remedies for noncompliance," including suspension or debarment.

12. SUBMITTING FALSE CLAIMS. Under applicable federal and state law, if SUBRECIPIENT submits a false claim to COUNTY under this Agreement, then SUBRECIPIENT will be liable to COUNTY for the statutory penalties set forth in those statutes, including, but not limited to statutory fines, treble damages, costs, and attorneys' fees. SUBRECIPIENT will be deemed to have submitted a false claim to COUNTY if SUBRECIPIENT:

- (a) Knowingly presents or causes to be presented to COUNTY a false claim or request for payment or approval;
- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by COUNTY;
- (c) Conspires to defraud COUNTY, State, or the Federal Government by getting a false claim allowed or paid by COUNTY
- (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY;

or

- (e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

13. INSURANCE. SUBRECIPIENT certifies it is insured or self-insured for general liability exposures with limits of no less than \$1 million per occurrence. SUBRECIPIENT certifies it is insured or self-insured for workers' compensation and maintains statutory limits. SUBRECIPIENT agrees that coverage limits specified within the Agreement will not be used to reduce limits of coverage from SUBRECIPIENT'S full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.

14. LIABILITY OF COUNTY. COUNTY's payment obligations to SUBRECIPIENT for FY 2019 SHSGP funds are limited by all provisions and other requirements specified in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

15. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE.

(a) To the fullest extent permitted by law, SUBRECIPIENT must indemnify, defend (at SUBRECIPIENT'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect, and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of SUBRECIPIENT with respect to any activities and/or programs performed, training provided, or items purchased or used under or in relation to this Agreement (including, without limitation, the acts, errors, and/or omissions of SUBRECIPIENT, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them, or for whose acts they may be liable, or any or all of them). SUBRECIPIENT'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from SUBRECIPIENT'S duty to indemnify. SUBRECIPIENT shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to SUBRECIPIENT of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to

SUBRECIPIENT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to defense or indemnification under this Agreement. An allegation or determination that persons other than SUBRECIPIENT are responsible for the Claim does not relieve SUBRECIPIENT from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if SUBRECIPIENT asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. SUBRECIPIENT'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. SUBRECIPIENT'S liability for indemnification under this Agreement is in addition to any liability SUBRECIPIENT may have to COUNTY for a breach by SUBRECIPIENT of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit SUBRECIPIENT'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) SUBRECIPIENT must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

16. TERMINATION

(a) Without Cause (For Convenience): Either Party may terminate this Agreement for convenience by giving thirty (30) days' prior written notice to the other Party of its intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will not pay lost anticipated profits or other economic loss resulting from termination of this Agreement. After receiving a notice of termination for convenience from SUBRECIPIENT, and prior to the effective date of termination, COUNTY may, in its sole discretion, continue to disburse grant funding to SUBRECIPIENT for the programs or activities permitted under this Agreement and specified in the effective Award Letter(s); however, COUNTY specifically reserves the right to cancel or modify some of the programs or activities specified in the Award Letter if it seems infeasible for SUBRECIPIENT to complete its work before the termination of the contract. Any funding disbursed to SUBRECIPIENT but not yet spent at the time the Agreement is terminated must be returned to COUNTY. All such disbursements continue to be subject to the restrictions otherwise provided in this Agreement or by law.

COUNTY will not impose sanctions on SUBRECIPIENT for a termination for convenience.

(b) With Cause: Either party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would

substantively impair the ability of the judgment debtor to perform under this Agreement.

COUNTY also reserves the right to immediately suspend and/or to terminate this Agreement, for cause, upon discovery of a material breach by SUBRECIPIENT. A material breach includes, but is not limited to, (i) SUBRECIPIENT's failure to comply with the terms and conditions of this Agreement or of any Award Letter(s) issued by COUNTY; (ii) a material misrepresentation by SUBRECIPIENT to COUNTY in relation to this grant program; or (iii) failure to comply with all applicable laws or regulations. COUNTY will provide written notice of the material breach and its determination to either suspend or terminate the contract, specifying the date of termination. At COUNTY's sole discretion, COUNTY may provide SUBRECIPIENT with a reasonable period of time to cure the breach. If COUNTY terminates this Agreement for cause, COUNTY reserves the right to reduce, modify, or eliminate any or all of this subaward and any other outstanding SHSGP subawards to SUBRECIPIENT. Upon demand by COUNTY, SUBRECIPIENT agrees to immediately return FY 2019 SHSGP funding that has been disbursed to SUBRECIPIENT and which remains in SUBRECIPIENT's possession at the time this Agreement is terminated. In addition, the payment of any grant funds that have yet to be disbursed for work already completed by SUBRECIPIENT under this Agreement remains subject to the restrictions on payments otherwise provided in this Agreement and by law, and is further conditioned on COUNTY's confirmation of SUBRECIPIENT's satisfactory completion of the activities or programs specified in this Agreement and any related Award Letter(s).

COUNTY will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure any breach arising out of or resulting from such termination for cause. If this Agreement is terminated for cause, COUNTY may impose sanctions, including possible rejection of future proposals based on specific causes of non-performance. Furthermore, if this Agreement is terminated for SUBRECIPIENT's failure to comply with applicable federal statutes or regulations, including those specifically incorporated into this Agreement by reference, SUBRECIPIENT is advised that the COUNTY's termination decision may be considered in evaluating future applications for federal grant awards.

(c) Effects of Completion or Termination: Expiration, completion, or termination of this Agreement shall not terminate any of SUBRECIPIENT's obligations to indemnify, defend, or hold harmless; to maintain and make available any records pertaining to the Agreement; to cooperate with any audit; to be subject to offset; to make any reports of pre-termination contract activities; to honor its obligations related to the disposal or disposition of property purchased with SHSGP funding; to comply with the continuing obligations contained in Exhibit A; or to comply with any other continuing or closeout obligations required by this Agreement or by federal or state law or regulation, including those specified in 2 CFR Part 200. Where SUBRECIPIENT's activities or programs have been terminated by the COUNTY for cause, said termination will not affect any rights of the COUNTY to recover damages from or against SUBRECIPIENT.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, COUNTY Authorized Agents may immediately suspend performance by SUBRECIPIENT, in whole or in part, in response to health, safety or financial emergency, a change in SHSGP grant funding to COUNTY, or a failure or refusal by SUBRECIPIENT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

17. RECORDS. SUBRECIPIENT shall maintain complete and accurate records with respect to the activities, programs, and/or purchases funded by or related to FY 2019 SHSGP funding and/or this Agreement, including all records relating to procurement of goods and services. In addition,

SUBRECIPIENT shall maintain complete and accurate records with respect to any payments to employees, subawardees, contractors, or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the COUNTY or the federal or state government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

SUBRECIPIENT further agrees to make all such records available to federal, state, and COUNTY government representatives, as further specified in Exhibit A, Paragraph 9 and Exhibit B, Paragraph 10. SUBRECIPIENT shall ensure that members of the public also have access to such records upon request, in accordance with the Freedom of Information Act and the California Public Records Act. SUBRECIPIENT specifically agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with all of these record keeping and access requirements.

Failure to comply with these requirements may result in suspension of payments under the grant, termination of the grant, or both. SUBRECIPIENT may be ineligible for award of any future grants if COUNTY or Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

18. NOTICES. Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Andrew Lockman
Emergency Services Manager
Tulare County HHSA/Office of
Emergency Services
5957 S Mooney Blvd
Visalia, CA 93277
Phone No.: (559) 624-7498
Fax No.: (559) 624-7499

With a Copy To:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291

Phone No.: (559) 636-5005

Fax No.: (559) 733-6318

SUBRECIPIENT:

David LaPere
Fire Chief
40 W. Cleveland Ave
Porterville, CA 93257
Phone No.: (559) 782-7526
Fax No.: (559) 791-7834

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

19. CONFLICTS WITH LAWS OR REGULATIONS/ SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject,

the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party, and some or all of the grant money may need to be returned to COUNTY. Such a termination will be treated as a termination for cause, in accordance with Paragraph 16 above. In all other cases, the remainder of the Agreement shall continue in full force and effect.

20. MODIFICATION. No part of this Agreement may be modified without the written consent of both Parties.

21. EXHIBITS AND RECITALS. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

22. GOVERNING LAW. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed in Tulare County, California.

23. FURTHER ASSURANCES. Each Party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

24. NO THIRD PARTY BENEFICIARIES. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

25. WAIVERS. The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

26. HEADINGS. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

27. ORDER OF PRECEDENCE. In the event of any conflict or inconsistency between or among the body of the Agreement and any Award Letter or other communication between COUNTY and SUBRECIPIENT, then the terms and conditions of the body of this Agreement shall prevail.

28. ASSIGNMENT. This Agreement is entered into by COUNTY in reliance on the identity and representations made by SUBRECIPIENT, and no part of this Agreement or this subaward (including any equipment purchased with the subaward) may be assigned, transferred, or sold by SUBRECIPIENT without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion. Any FY 2019 SHSGP funds provided to SUBRECIPIENT and not yet expended at the time of any attempted unauthorized assignment or transfer will be forfeit to COUNTY at the time of attempted assignment or transfer. Furthermore, the voluntary or involuntary assignment of this Agreement to a receiver or trustee in bankruptcy, will constitute a material breach and will automatically terminate this Agreement without advance notice or opportunity to cure.

29. COMPLIANCE WITH LAWS. SUBRECIPIENT shall comply with all applicable laws, ordinances, rules, and regulations and obtain and keep current all permits, licenses and/or approvals required by law

to perform the activities or services, or to purchase any equipment, specified in this Agreement.

30. CONFLICT OF INTEREST

(a) SUBRECIPIENT agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including SUBRECIPIENT, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on SUBRECIPIENT or any business firm in which SUBRECIPIENT has an interest, with certain narrow exceptions.

(b) SUBRECIPIENT agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

31. COUNTERPARTS. The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

32. CERTIFICATION AND ACKNOWLEDGEMENT: The undersigned represents that he/she is authorized to enter into this Agreement for and on behalf of the SUBRECIPIENT. As the duly authorized representative of the SUBRECIPIENT, the undersigned hereby certifies that the SUBRECIPIENT has the legal authority to apply for County, State, and Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in the FY 2019 SHSGP application, within the prescribed timelines.

The undersigned further acknowledges that the SUBRECIPIENT is responsible for reviewing and adhering to all COUNTY, state, and federal grant award requirements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year signed by the last Party below.

CITY OF PORTERVILLE

By: _____
[Title]

Date: _____

ATTEST:

By: _____

Approved as to form:

By: _____

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST: JASON T. BRITT
County Administrative Officer/
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form: County Counsel

By: _____
Deputy, Matter No. 20191550.

EXHIBIT A



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

EXHIBIT A

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

EXHIBIT A

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

EXHIBIT A

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

EXHIBIT A

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

EXHIBIT A

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

EXHIBIT A

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

EXHIBIT A

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

EXHIBIT A

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

EXHIBIT A

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

EXHIBIT A

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT B

Federally-Funded Services

(Pursuant to Appendix II, 2 CFR Part 200)

(1) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, then during the performance of this Agreement, the SUBRECIPIENT agrees as follows: (1) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The SUBRECIPIENT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the SUBRECIPIENT'S legal duty to furnish information. (4) The SUBRECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the SUBRECIPIENT'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the SUBRECIPIENT'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event SUBRECIPIENT becomes involved in, or is

EXHIBIT B

threatened with, litigation with a sub-contractor or vendor as a result of such direction by the COUNTY, then the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The SUBRECIPIENT and each of its subcontractors shall include this equal opportunity clause in each of its subcontracts.

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). If this Agreement involves payment for construction services in excess of \$2,000, then the SUBRECIPIENT must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, the SUBRECIPIENT is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the SUBRECIPIENT is required to pay wages not less than once a week. The COUNTY must provide SUBRECIPIENT with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The SUBRECIPIENT’S execution of the subject Agreement constitutes the SUBRECIPIENT’S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145). SUBRECIPIENT must comply with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti- Kickback” Act, the SUBRECIPIENT and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

EXHIBIT B

(4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the SUBRECIPIENT must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the SUBRECIPIENT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(5) Rights to Inventions Made Under a Contract or Agreement. If the Federal award supporting payments for services under this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” then the COUNTY and the SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. If this Agreement involves payments for services in excess of \$150,000, then the SUBRECIPIENT must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(7) Debarment and Suspension (Executive Orders 12549 and 12689). By execution of this Agreement, SUBRECIPIENT certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the SUBRECIPIENT certifies to the COUNTY that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The SUBRECIPIENT must also disclose to the COUNTY in writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(9) Procurement of recovered materials. Pursuant to 2 CFR § 200.322, COUNTY and SUBRECIPIENT must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by

EXHIBIT B

the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(10) Records Retention and Access. Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(a) Retention requirements for records. SUBRECIPIENT must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(i) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(ii) When the SUBRECIPIENT is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(iii) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(iv) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the SUBRECIPIENT.

(v) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the SUBRECIPIENT'S fiscal year in which the program income is earned.

(vi) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

1. *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

2. *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3- year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(b) Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the SUBRECIPIENT should, whenever practicable, collect,

EXHIBIT B

transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the SUBRECIPIENT upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(c) Access to records.

(i) Records of SUBRECIPIENT. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, the State of California, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the SUBRECIPIENT which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents.

(ii) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the SUBRECIPIENT and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(iii) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon SUBRECIPIENT.



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Authorization to Submit Project Proposal for the Helping Obtain Prosperity for Everyone (HOPE) Program

SOURCE: Public Works

COMMENT: On March 3, 2020, the Federal Transit Administration (FTA) announced the opportunity to apply for approximately \$8.5 million in FY 2020 funds under the Helping Obtain Prosperity for Everyone (HOPE) Program. Eligible applicants for awards are States, tribes, and designated or direct recipients under the FTA Section 5307 program.

To be considered eligible, proposed projects must be in a county with twenty percent (20%) or more of the population living in poverty over the thirty (30) years preceding the date of the Further Consolidated Appropriations Act, 2020 (December 20, 2019).

The minimum federal share for projects selected under the HOPE Program is not less than ninety percent (90%) of the total project cost (i.e., the local share will be not more than ten percent (10%) of the total project cost).

Under the HOPE Program, eligible projects are planning, engineering, or development of technical, or financing plans for projects. For example, these activities may include planning, engineering, or development of technical, or financing plans for improved transit service, new transit routes, engineering for transit facilities and improvements to existing facilities, innovative technologies, low or no emission buses, or a new bus facility or intermodal center that supports transit services to improve transit service in an area of persistent poverty.

Staff has partnered with CalStart, a national nonprofit centered on increasing opportunities and funding for clean transportation, to prepare a project for funding consideration. The City's proposed project focuses on two areas, the first being the need to expand microtransit service to connect rural communities surrounding Porterville to increase access to jobs and medical services. The second area will focus on making critical infrastructure more resilient by planning for a microgrid. As the City transitions to a 100% zero-emission fleet, the need for grid resiliency becomes increasingly imperative to the continuous and consistent operation of the transit fleet.

The total cost of the project is \$375,000, of which, the federal share for the project will be \$337,500 and the local share will be \$37,500. It is staff's

recommendation to approve the attached draft Resolution authorizing staff to submit the proposed project and authorize the local share if the City is awarded a project.

RECOMMENDATION: That the City Council approve the draft Resolution authorizing submittal of an application for grant funding under the Federal Transit Administration's HOPE Program, and to approve the \$37,500 in existing STA and LTF funds as matching local funds for the grant.

ATTACHMENTS: 1. Draft Resolution-HOPE

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____ - 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING SUBMITTAL OF A
GRANT APPLICATION FOR HOPE FUNDING AND APPROVING REQUIRED
LOCAL MATCH FUNDING**

WHEREAS, the Federal Transit Administration announced the opportunity to apply for approximately \$8.5 million in FY 2020 funds under the Helping Obtain Prosperity for Everyone (HOPE) Program; and

WHEREAS, the HOPE Program provides funds to eligible entities defined as eligible recipients or subrecipients under 49 U.S.C. 5307 and are in areas of persistent poverty ; and

WHEREAS, the City of Porterville is a direct recipient for federal funds and desires to apply for said financial assistance through the HOPE Program for the purpose of planning for an expanded microtransit system and a micro grid analysis; and

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the City of Porterville, and will require the City of Porterville to provide the local share of the project cost; and

NOW THEREFORE, BE IT RESOLVED AND ORDERED that:

1. the City Council of the City of Porterville does hereby authorize John Lollis, City Manager, to file and execute applications on behalf of the City of Porterville with the FTA HOPE Program; and
2. that Richard Tree, Transit Manager, is authorized to prepare and submit applications on behalf of the City of Porterville, and provide additional information as the FTA may require in connection with the application for the FTA HOPE Program; and
3. the City of Porterville has up to \$37,500 available for the required 10% local match for this HOPE project and these funds will be expended on the project.

PASSED AND ADOPTED by the City Council of the City of Porterville, State of California, at a regular meeting of said Council held on June 2, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Approval of Resolution Authorizing the Finance Director to Execute the CARES Act Airport Grants Agreement for the Porterville Municipal Airport

SOURCE: Finance

COMMENT: On May 14, 2020, the Federal Aviation Administration (FAA) notified the City of the Coronavirus Aid, Relief and Economic Security (CARES) Act grant offer of \$30,000 for the Porterville Municipal Airport. The purpose of this grant is to provide funding to help offset a decline in airport revenues arising from diminished airport operations and activities as a result of the COVID-19 public health emergency. Funds provided under this grant must only be used for purposes directly related to the airport, including the reimbursement of airport operations and maintenance expenses.

FAA requires that the City accept the terms and conditions of the grant offer. It also requires that the City Council provide authority to the individual signing the grant agreement. Attached is a draft Resolution authorizing the Finance Director to execute the grant agreement with the FAA for the Porterville Municipal Airport.

RECOMMENDATION: That the City Council approve the draft Resolution authorizing the Finance Director to execute the CARES Act Airport Grants Agreement for the Porterville Municipal Airport.

ATTACHMENTS:

1. Draft Resolution - CARES Act FAA Grant Agreement 2020
2. CARES Act FAA Grant Agreement 2020

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____ - 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING
THE EXECUTION OF THE CARES ACT GRANTS AGREEMENT, CARES GRANT NUMBER 3-06-0190-017-2020
WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) AT PORTERVILLE MUNICIPAL AIRPORT

WHEREAS, Coronavirus Aid, Relief and Economic Security Act (CARES) grant fund in the amount of \$30,000 has been allocated by the FAA for the Porterville Municipal Airport; and

WHEREAS, this CARES Act grant is provided to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 public health emergency; and

WHEREAS, this CARES Act grant must only be used for purposes directly related to the airport including the reimbursement of the airport's operational and maintenance expenses;

NOW, THEREFORE, the City Council of the City of Porterville, State of California, does hereby resolve as follows:

1. That the City Council accept the offer of CARES Act Grant Funds from the Federal Aviation Administration and by such acceptance, agree to comply with all of the terms and conditions in the FAA Offer and in the Grant Application.
2. That the City Council authorize the Finance Director, on behalf of the City of Porterville, to sign any documents as may be necessary and required by the FAA for the acceptance of the grant funds.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

3-06-0190-017-2020
FAA SFO ADO
1000 Marina Blvd
Suite 220
Brisbane, CA 94005

CARES Act Grant Transmittal Letter

May 14, 2020

Mr. John D. Lollis
City Manager
City of Porterville
291 North Main Street
Porterville, CA 93257

Dear Mr. Lollis:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-06-0190-017-2020 for the Porterville Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than May 28, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and

- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Ron Biaoco by email that the grant is administratively and financially closed. Ron Biaoco is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



[Alberto Cruz \(May 14, 2020 13:35 PDT\)](#)

Laurie J. Suttmeier
Manager

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date May 14, 2020

Airport/Planning Area Porterville Municipal Airport

CARES Grant Number 3-06-0190-017-2020

Unique Entity Identifier 030969406

TO: City of Porterville
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 30, 2020, for a grant of Federal funds at or associated with the Porterville Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Porterville Municipal Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Porterville Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded

with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 28, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
16. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

17. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

18. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –

- a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
 4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

19. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

20. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Alberto Cruz

Alberto Cruz (May 14, 2020 13:35 PDT)

(Signature)

Alberto Cruz

(Typed Name)

Assistant SFO ADO Manager

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

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

Dated May 15, 2020

City of Porterville

(Name of Sponsor)

Maria Bemis

Maria Bemis (May 15, 2020)

(Signature of Sponsor's Authorized Official)

By: Maria Bemis

(Typed Name of Sponsor's Authorized Official)

Title: Finance Director

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Julia M. Lew, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at May 18, 2020

By: Julia M. Lew
Julia M. Lew (May 18, 2020)
(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **City of Porterville**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Approval of Commitment of Library Fire Insurance Funds

SOURCE: Administrative Services

COMMENT: As the City Council is aware, the City's library facility is covered through the Alliant Property Insurance Program through the City's membership in the Central San Joaquin Valley Risk Management Authority. The City's claim on this policy is complex and includes various coverages. As the City works through its adjuster to determine its losses, one of the primary insurers on the policy, Lexington Insurance Company, has authorized the first payment in the amount of \$2.5 million which the City received in April 2020.

At its meeting on May 19, 2020, the Council determined to commit the proceeds of insurance of \$2.5 million plus all the remaining insurance funds that the City will receive in the future resulting from the loss of the City library to reimburse expenditures that the City has incurred and will incur in relation to the loss of the City library and its replacement.

Governmental Accounting Standards Board (GASB) Statement No. 54 requires formal City Council action to impose limitations or constraints to the use of specific funds, which will remain binding unless removed or modified by another formal action by the City Council, that formal action being a City Council Resolution. Attached is a draft Resolution approving the commitment of insurance proceeds for the reimbursement of library expenditures related to the loss of the City library.

RECOMMENDATION: That the City Council approve the draft Resolution authorizing the commitment of insurance proceeds from the loss of the City library for the reimbursement of expenditures related to the loss of the library and the establishment of its replacement.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE APPROVING THE COMMITMENT OF INSURANCE PROCEEDS
FOR THE REIMBURSEMENT OF EXPENDITURES RELATED TO THE LOSS OF THE
CITY LIBRARY AND THE ESTABLISHMENT OF A NEW LIBRARY

WHEREAS: The City Library located at 41 W. Thurman was catastrophically damaged by fire on Tuesday, February 19, 2020; and

WHEREAS: The City of Porterville has received initial payment in the amount of \$2,500,000 in April 2020 from the insurance company and additional funds are still to be paid out as part of the insurance policy coverage on the library facility; and

WHEREAS: On May 19, 2020, the City Council determined to commit the proceeds of the insurance policy coverage on the library facility for the reimbursement of expenditures related to the loss of the city library and the establishment of a new library; and

WHEREAS: Governmental Accounting Standards Board (GASB) Statement No. 54 requires that limitations on amounts that can be used only for specific purposes must be imposed by formal action by the City Council and such constraints remain binding unless removed or modified through the same formal action by the City Council;

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve and authorize the commitment of insurance proceeds from the loss of the library facility for the reimbursement of expenditures related to the loss of the City Library and the establishment of a new library.

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2020.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Status and Review of Local Emergency: Drought

SOURCE: City Manager's Office

COMMENT: Governor Brown issued Executive Order B-29-15 on Wednesday, April 1, 2015, which established drought-related mandates and restrictions in addition to those already stipulated in previous Executive Orders B-26-14 and B-28-14. Of significance, the Governor directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, in comparison to the amount used in 2013, and with consideration given to per capita usage as a basis. The Governor further directed the Board to impose additional restrictions on commercial, industrial, and institutional properties with significant landscaping (cemeteries, golf courses, parks, schools, etc.), to also achieve a 25% reduction in potable water usage. Also of significance, the Board was directed to prohibit irrigation with potable water outside of newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

On November 13, 2015, Governor Brown issued Executive Order B-36-15, which extends emergency conservation regulations through October 2016, if drought conditions persist through January 2016. On February 2, 2016, the State Water Resources Control Board adopted extended emergency water conservation regulations, to be in effect March 1 through October 31, 2016. The City of Porterville benefited somewhat from the extended regulations as the City's water conservation rate has been reduced from 32% to 26%, due to new water connections that have been made and population served (4%), as well as a new climate adjustment factor that was considered (2%).

On May 9, 2016, Governor Brown issued Executive Order B-37-16 ("Making Water Conservation a California Way of Life"), which directs the State Water Resources Control Board to establish new regulations making permanent the emergency conservation regulations. On May 18, 2016, the State Water Resources Control Board adopted a statewide water conservation approach that replaces the percentage reduction-based water conservation standard with a localized "stress test" approach that mandates urban water suppliers act immediately to ensure at least a three-year supply of water to their customers under continued drought conditions.

On April 7, 2017, Governor Brown issued Executive Order B-40-17, which ended the drought state of emergency in most of California, with the exception of Fresno, Kings, Tulare and Tuolumne counties where emergency water supply

and reliability projects are continuing toward addressing diminishing groundwater supplies. The Order maintains monthly reporting requirements and prohibitions on wasteful practices. It is anticipated that the Governor will end the drought state of emergency in the four remaining counties in the near future.

On May 31, 2018, Governor Brown signed both AB 1668 (Friedman) and SB 606 (Hertzberg), which set permanent overall targets for indoor and outdoor water consumption. The legislation sets an initial limit for indoor water use of 55 gallons per-person per-day in 2022, reducing to 52.5 gallons per-person per-day in 2025, and finally to 50 gallons per-person per-day in 2030. The amount of residential outdoor use is yet-to-be determined, but will allow for varying regional climates. In addition, a standard for water loss due to leak rates in water system pipes will be established. As an urban water provider, the City of Porterville will need to submit its plan for compliance for approval by the State Water Resources Control Board.

At its last meeting on May 19, 2020, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency due to local residences within the city having been identified as having wells that are now dry as a result of the drought. Twenty-six (26) residences within the city were determined to have dry wells, for which City staff submitted a Mutual Aid Request to Tulare County OES to initiate the household tank program for identified properties within the city where wells are dry and challenged for permanent connection. The State has committed funding for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has continued the household tank program locally, through State Cleanup and Abatement Account (CAA) emergency funds.

Representatives for the City, County, State (CalOES, DDW, DWR, and SWB) and non-profit partners have continued to meet in support of the long-term permanent water connection project for the entire East Porterville area and the estimated 1,800 expected future connections. DWR identified 423 residential units in the East Porterville area (381 of which are in the City's Urban Development Boundary), that were served by the County's Household Tank Program and desired by the State to be connected to the City's water distribution system as soon as possible. DWR has completed a significant City waterline extension project to permanently connect those 423 residential units to the City's water system (considered Phase I of the project). To provide initial source water for the DWR extension project, CalOES desired to expeditiously connect the new well on Olive Avenue to the City's water system instead of being first equipped as a filling station. Given the new well has an estimated water production value of 800 gallons per minute, as well as a SWB assumed 1.5 gallons per minute per residence, the new well could effectively serve up to 500 single-family residential units. The City indicated its significant interest that the E. Vandalia Avenue area and its eighty (80) residential units be included in the water connection project, to which the State was agreeable.

Given CalOES has paid for the development of the new well, and its connection to the City's water system, the City will be required under "Drought

Redundancy and Resiliency Provisions" to make available to the State up to three million gallons of water per month without charge for emergency purposes.

To proceed with the connection of the new well to the City's water system and the 500 East Porterville and E. Vandalia Avenue residential units, the City Council approved modifications to the Draft Agreement between the City and County at its meeting on April 5, 2016, which the County Board of Supervisors subsequently approved at their meeting on May 10, 2016.

A Memorandum of Understanding between the State, County, and City on the East Porterville permanent water connection project was approved by the Council during a Special Meeting on Tuesday, June 21, 2016, and approved by the Board of Supervisors on Tuesday, June 28, 2016. With the approval of the MOU, the State began the permanent connection of approximately forty (40) homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional thirty (30) residences as part of the first immediate connections, for up to a total of seventy (70), which the Council approved at its meeting on August 2, 2016.

In regards to the new well's development and connection to the City's water distribution system, the Board of Supervisors awarded the contract for equipping and connecting the new well at their meeting of Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016. County staff had previously indicated that the well would be in service and connected to the City's system no later than December 2016, however, the well was operational and connected to the City's water distribution as of Friday, February 17, 2017. Given the delay in the well's completion and connection, DWR requested that the Council consider allowing the connection of residences as they become prepared for connection, to which the Council was receptive, and a Draft MOU Amendment was approved by the Council at its meeting on December 6, 2016, and subsequently approved by the Board of Supervisors at its meeting on December 20, 2016. City staff continues to work with County staff toward the transfer of the well's ownership from the County to the City.

As of Friday, March 31, 2017, the date the State established as the final day for property owners to complete the registration process to participate in the State-funded connection program opportunity, of the 1,017 eligible developed residential properties identified by the State for connection, 722 completed the required Extra-Territorial Services Agreement, leaving 295 developed residential properties non-responsive to this unique connection program, 23 of which were reported as having either dry or diminishing capacity wells. On February 6, 2018, the final residential connection was made of the approximate eligible 800 residences in East Porterville to the City's water system.

City staff continues to coordinate with Self-Help Enterprises and State representatives toward the extension of water mains to serve all residential properties within City limits and the city's periphery that are currently participating in the County's Household Tank Program. The two main areas of

focus are N. Cobb Street (northwest of State Route 65 and Pioneer Avenue), and S. Cloverleaf Street (southeast of State Route 65 and Olive Avenue). The State has maintained its commitment to grant-fund the necessary infrastructure and connection fees, providing an official funding letter to the City on January 18, 2018, which commits up to \$2.81 million in funding until December 31, 2019. The authorization to advertise for bids for the water connection project was approved by the Council at its July 17th meeting, after which DWR reviewed the bid package for compliance and approved in December the package for advertisement. Council authorized award of the construction contract for approximately \$1.82 million at its meeting on January 15, 2019. City staff conducted a pre-construction public outreach meeting with the affected residents on the status of the project on Thursday, April 4, 2019. Council authorized the agreement with Self-Help Enterprises Inc. to provide the private residential connections at its meeting on July 2, 2019, and construction work began on the project. At its meeting on October 1, 2019, the Council accepted the public works segment of the project in the installation of water mains as complete, with Self-Help and CSET continuing to collaborate on the completion of the individual private connections and abandonment of private wells. City staff has recently been made aware that there may be a couple of additional residences whose wells are dry that are located along existing City water mains or may require further extension of water mains. Staff is coordinating with State staff on addressing these new isolated needs.

County OES and the State Division of Drinking Water (DDW) have reported to the City that the Central Mutual Water Company, located south of the city and south of Gibbons Avenue, has had its well run dry and desires an immediate emergency connection to the City's water system to serve the 41 connections currently without water. DDW is wishing to support a financial application to upgrade the small water system to City standards (new water lines, meters ,etc.), and to sponsor an Urban Development Boundary (UDB) Amendment application to Tulare County Local Agency Formation Commission (LAFCO), given this area is currently outside the City's UDB but within the City's Urban Area Boundary (UAB). Given several private wells have run dry in this area, DDW is also attempting to sponsor their connection to the City's water system. For source water capacity for the connections, DWR will include these new connections within the East Porterville water connection capacity development projects. At its Special meeting on August 30th, the City Council directed staff to proceed with the immediate emergency connection of the Central water system, with the permanent connection of the system contingent upon an Agreement with DDW to the sponsorship conditions they have offered. At its meeting on October 1, 2019, the Council directed staff to proceed with the amendment of the UDB to facilitate annexation, which a public meeting with the affected residents was conducted on Wednesday, October 9, 2019. At its meeting on April 21, 2020, the Council conducted a Public Hearing and approved Resolutions of approval of the environmental determination and amendment to the UDB to facilitate annexation.

DDW has also reported to the City that the Del Oro East Plano water system, located on Paul Street (southeast of the intersection of Plano Street and Worth

Avenue), is experiencing problems with its existing well and have implemented severe water restrictions. The East Plano water system serves fourteen (14) residences and approximately 45 people. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW would need to either pay appropriate fees and/or develop a capacity development project. The Council is aware that the Del Oro Grandview Gardens water system (north of W. North Grand Avenue) is also experiencing significant issues, and DDW may seek their future consolidation with the City's water system as well.

DDW has further reported to the City that the Beverly Grand Mutual Water Company water system, located north of West North Grand Avenue, is experiencing problems with its existing well and water quality issues, and desires its connection to the City's system to serve the 31 residences the system serves. DDW is wishing to provide financial support to upgrade the small water system to City standards (new water lines, meters ,etc.), and for source water capacity for the connections, DDW has agreed to pay appropriate fees toward developing a capacity development project, which at its meeting of October 3, 2017, the Council approved a purchase agreement with Smee Homes, Inc. for the acquisition of property along the Tule River for the development of a new municipal well. At its meeting of October 1, 2019, the Council approved proceeding with the consolidation of the Beverly Grand water system.

RECOMMENDATION: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

ATTACHMENTS:

1. Resolution 49-2015 - Declaration of Local Emergency
2. City-County Well Agreement
3. Memorandum of Understanding
4. Memorandum of Understanding Draft Amendment
5. SWRCB Letter Dated November 29, 2017
6. DWR Letter Dated January 18, 2018
7. Governor Brown Executive Order

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

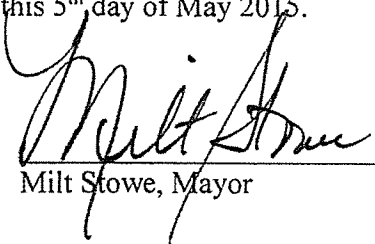
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

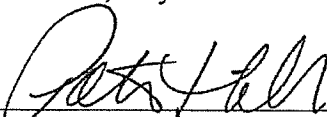
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

THIS AGREEMENT is entered into this day of, May 10, 2016, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, with reference to the following:

- A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and
- B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and
- C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and
- D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of \$1; and
- E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and
- F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and
- G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and
- H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This agreement shall become effective as of the date the agreement is fully executed by both agencies.
- 2. **SERVICES TO BE PERFORMED & PAYMENT FOR SERVICES – EQUIPPING MUNICIPAL WELL FACILITY:** Refer to attached Exhibit 'D'.

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:
- A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.
 - B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.
 - C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.
 - D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of \$1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.
 - E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

above. No part of this paragraph shall be construed to limit or restrict in any way CITY's ability to seek any grant funding or collect rates and fees from users of CITY's water system.

- F. All recipients of water are subject to CITY water policies, such as, but not limited to, water conservation and watering schedules. Connections made as noted in "B" above may be subject to further water conservation thresholds as required by the STATE.

4. This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

5. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. Burrel Avenue
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

CITY: City Manager
291 N. Main St.
Porterville, CA 93257

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

///

///

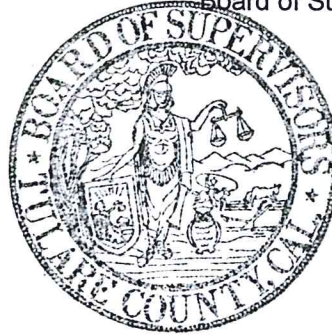
///

///

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



ATTEST: Michael C. Spata,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. Grice for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

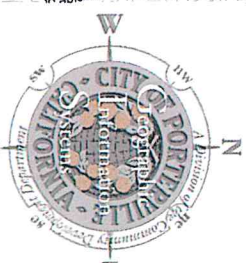
ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'



 East Porterville Project Boundary



CityLimits

UDB

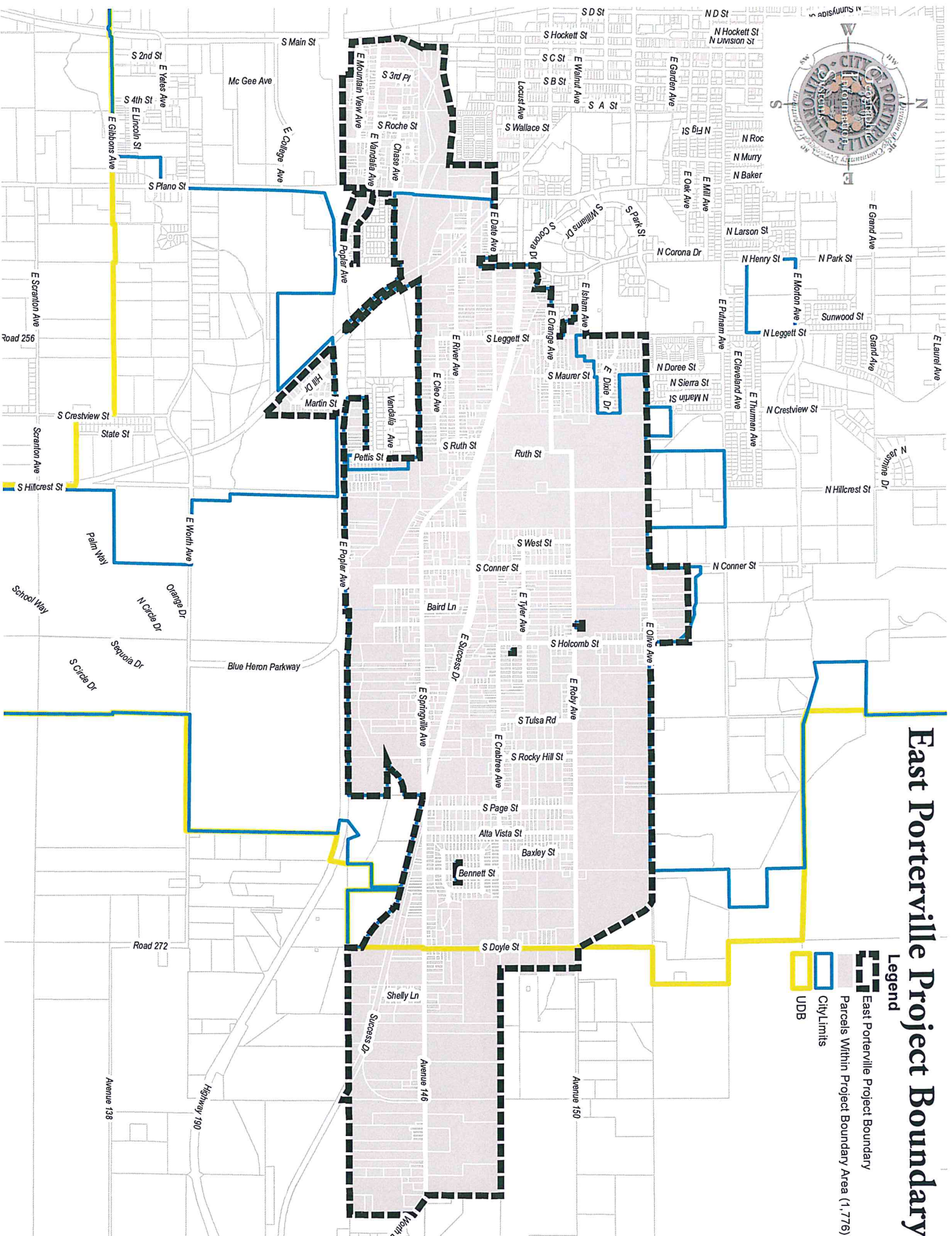


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

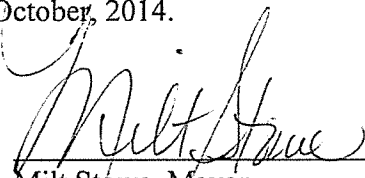
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

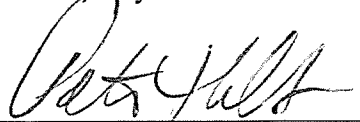
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X		X	X	X
NOES:		X			
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

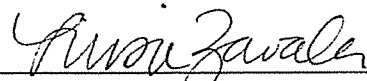
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. ~~County and~~County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville
by the California Department of Water Resources (DWR), California Office of
Emergency Service (OES), the State Water Resources Control Board (SWRCB),
the County of Tulare (County), and City of Porterville (Porterville),
which are collectively known as the "Parties"

This Amendment No.1 to the MOU is made this 7th day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

The Honorable Milt Stowe
Mayor of City of Porterville
291 North Main Street
Porterville, CA 93257

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

The Department of Water Resources and the State Water Resources Control Board are requesting an increase to the number of household connections from 720 to 800 to the City of Porterville (City) water system, prior to the completion of the East Porterville Emergency Water Supply Project – Phase 2 (Project). The construction of all facilities is estimated to be completed by June 2019.

According to Section A(7)(f) of Amendment No. 1 to the Project's Memorandum of Understanding (MOU), the estimated sustainable yield of Well C1 is 600 gallons per minute (gpm) and therefore will serve up to 720 households. Our current projections show that approximately 800 households will need to be connected by the end of 2017.

Our current plans are to drill two additional wells which would add more than 835 gpm of sustainable yield to the City's water supply, pending land acquisition by the City. Further, our calculations indicate that Well C1 is currently capable of producing 800 gpm in the interim, which can support a total of 960 households in the short term. It is our hope that the City will complete acquisition of the properties needed to drill the two additional wells in a timely manner to ensure that the City's water supply does not become stressed.

We look forward to hearing favorably from you and thank you for your continued support in providing safe drinking water to the residents of East Porterville.

Sincerely,


James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

SOUTH CENTRAL REGION OFFICE
3374 EAST SHIELDS AVENUE, ROOM 3
FRESNO, CA 93726-6913



January 18, 2018

Mr. Michael K. Reed
Public Works Director
City of Porterville
291 North Main Street
Porterville, California 93257

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

Approval of Funding from Local Assistance Funds to the City of Porterville for the
County Areas Water Supply Project

Dear Mr. Reed:

Your request for funds to accomplish the city of Porterville's scope of work to connect drought-impacted households in seven Tulare County areas bounded by the city has been approved. The approved funding is not to exceed the amount of \$2,812,946.00. The term of the funding is from January 18, 2018, to December 31, 2019.

The purpose of this funding is for the city of Porterville to effectuate the connection of the drought-impacted homes in seven county areas to the city's water distribution system. The project comprises water main extensions, home connections, and well destructions. These homes have been identified as having private residential wells, and the homeowners have voluntarily elected to join the project. As part of their election to participate in the project, the homeowners have consented to having their groundwater wells destroyed.

A grant agreement is being developed and will be sent to you for approval. You are allowed to start incurring costs from January 18, 2018. No reimbursement will be issued until the contract agreement is executed.

If you have any questions or need additional information regarding the agreement, please contact Steve Doe by email at Steve.Doe@water.ca.gov or by phone at (559) 230-3348.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Faulkenberry".

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

WHEREAS California has endured a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by more than 22% between June 2015 and January 2017; and

WHEREAS the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

WHEREAS the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

WHEREAS the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

WHEREAS the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

WHEREAS water content in California's mountain snowpack is 164 percent of the season average; and

WHEREAS Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

WHEREAS despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

WHEREAS our changing climate requires California to continue to adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing solutions to those water shortages.

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of April 2017.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Proposition 218 Vote Regarding the Formation of a Landscape and Lighting Maintenance District for the Chelsea Glen Subdivision

SOURCE: Parks and Leisure Services

COMMENT: Landscape and Lighting Maintenance Districts are residential subdivisions with public improvements that benefit the property owners, such as street lighting and aesthetic landscaping. New subdivisions within the City are required to petition for the creation of a Lighting and Landscape Maintenance District or annexation into an existing district. The districts are formed to secure funding from parcels within the subdivision for operational and maintenance expenses of public lighting and any public landscape areas.

For each subdivision, the City utilizes the authority governed by the 1972 Lighting and Landscape Assessment Act to create a district or annex the area into an existing district. Proposition 218 requires a 45-day mailed notice to the owner on record of each parcel. This process was initiated by staff after City Council set this Public Hearing at its meeting on April 7, 2020. Should the vote pass in favor of forming the district, thereafter, every year a process must be followed of evaluating maintenance needs and establishing an assessment to be placed upon the tax rolls for every parcel within each district. These public improvements are managed by the City of Porterville. The City has created sixty-four (64) Landscape and Lighting Maintenance Districts since 1989.

The Chelsea Glen subdivision was not built within city limits, thus no Landscaping and Lighting Maintenance District was originally established. Chelsea Glen was annexed into the City of Porterville in December 2015. The number of lots, the number of streetlights, and the extent of the landscaping determines the annual assessments. The 90-parcel subdivision contains twelve (12) street lights and 4,560 square feet of landscaping. The Home Owners Association President of Chelsea Glen, along with the subdivision's developer, requested City staff to initiate the Landscape and Lighting Maintenance District formation process as an alternative to the existing homeowners association.

RECOMMENDATION: That the City Council:

1. Open the Public Hearing to receive public comment on the formation of Landscape and Lighting Maintenance District Number 47;
2. Announce the last call for ballot submission, receive written ballots from affected property owners, and close the Public

Hearing;

3. Authorize the City Clerk's office to tabulate the ballots; and
4. Adopt the draft Resolution approving the Engineer's Report, diagram, and assessment method, pending ballot tabulation results of affirmative approval.

ATTACHMENTS:

1. Chelsea Glen Engineers Report
2. Chelsea Glen Assessment Report
3. Chelsea Glen Subdivision Maps
4. Draft Resolution - Chelsea Glen

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 47

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. _____ . The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at Chelsea Glen Subdivision into the Landscape and Lighting Maintenance District No. 47. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on Chelsea Way, Shelly Lane, Kimberly Place within the subdivision, along with two on N Newcomb St. The landscaping includes 1,190 feet of masonry wall along Newcomb on the west side of the subdivision, as well as a landscaped area along the Newcomb frontage. The landscape and wall maintenance includes: irrigation, pruning, cleaning, repairing, painting, vegetation and rodent control, and a set aside amount for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 12. Total landscaped area to be maintained is 1,190 lineal feet of masonry wall, and 4,560 square feet of landscaped area.

Maintenance activities within the Landscape and Lighting Maintenance District No. 47 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of Chelsea Glen Subdivision.

SECTION 5. Estimated Costs

The construction cost was borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed.

Estimated Assessment 2020-2021

Maintenance	4,560	sq ft of landscaping area	
Lighting	12	10 ea. @ 5,800 lumens, 2 ea. @ 16,000 lumens	
Project Management	90	lots	
Fund balance	\$	-	
Landscape	4,560	sq ft. @ \$0.190 =	\$866.40
Graffiti Maintenance	4,560	sq ft. @ \$0.090 =	\$410.40
Tree Maintenance	4,560	sq ft. @ 0.150 =	\$684.00
Postage/Printing	4,560	sq ft. @ 0.040 =	\$182.40
Utilities	4,560	sq ft. @ 0.250 =	\$1,140.00
Repair/Maintenance	4,560	sq ft. @ <u>0.030</u> =	<u>\$136.80</u>
		\$0.750 =	\$3,420.00
Maintenance	4,560	sq ft. x \$0.750 =	\$3,420.00
Administrative Fee	\$3,420.00	x \$0.10 =	\$342.00
County Fee	90	x \$1.00 per lot =	\$90.00

Reserves 15% of total cost of maintenance = \$513.00
\$4,328.00

Estimated Cost Per Year \$4,328/90 = \$48.50

****Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.**

After the 2020-21 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2021/22 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year, such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 47 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 47. The establishment and maintenance of the improvements is a vital part of the development of Chelsea Glen Subdivision. The City Council

of Porterville has determined that to insure satisfactory levels of maintenance for the landscape and lighting at Chelsea Glen Subdivision, it should become Landscape and Lighting Maintenance District No. 47. The subdivision consists of 90 Lots. The Landscape area, which benefits the 90 lots, is located along the westerly boundary of the district along Newcomb.

Landscape and Lighting Maintenance District No. 47 will consist of an area comprising approximately 640 acres. A total of 90 lots have been developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2020-2021 Assessment

$$\text{Assessment (A)} = \frac{4,328}{90}$$

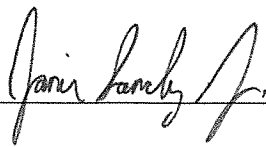
$$A = \frac{4,328}{90} = \$48.50 \text{ per lot for Chelsea Glen Subdivision}$$

Total Assessment for 2020-21 = \$4,328.00

Total developed lot count is 90 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 47 and determines the district.
4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 47.
5. Every year between May and July the Engineer of Work file a report with the City Council.
6. Every year between May and July the City Council conducts a public hearing and approves, or modifies the individual assessments.



Javier Sanchez, Jr.
City of Porterville Engineer

Chelsea Glen Subdivision
Fiscal Year 2020/2021

Estimated Accumulated Costs 2020/2021

\$ 4,328.00

Maintenance:	4,560	sq. ft. of landscaping area and 1,190 ft. of wall
Lighting	12	10 ea. @ 5,800 lumens, 2 ea. @ 16,000 lumens
Project Management:	90	lots
Fund Balance:	\$ -	

1. Landscape	4,560	sq.ft. @ \$	0.190	=	\$ 866.40
2. Graffiti Maintenance	4,560	sq.ft. @ \$	0.090	=	\$ 410.40
3. Tree Maintenance	4,560	sq.ft. @ \$	0.150	=	\$ 684.00
4. Postage/Printing	4,560	sq.ft. @ \$	0.040	=	\$ 182.40
5. Utilities	4,560	sq.ft. @ \$	0.250	=	\$ 1,140.00
6. Repair/Maintenance	4,560	sq.ft. @ \$	0.030	=	\$ 136.80
			<u>\$ 0.750</u>	=	<u>\$ 3,420.00</u>

Maintenance	4,560	sq.ft. x \$	0.750	=	\$ 3,420.00
Administrative Fee	\$ 3,420.00	x \$	0.10	=	\$ 342.00
County Fee	90	x \$1.00/per lot		=	\$ 90.00
Reserves 15% of total cost of maintenance				=	\$ 513.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					<u>\$ 4,365.00</u>

Estimated Cost Per Year	<u>\$ 4,365.00</u>	=	\$ 48.50
	90		

2020/2021 Assessment	<u>\$ 4,365.00</u>	=	\$ 48.50
	90		

" AMENDED MAP "
PHASE 1
TRACT NO. 678
"Chelsea Glen Subdivision"

AMENDING OF LOTS 1, 8 THRU 19 INCLUSIVE, AND 34 BEING A SUBDIVISION OF A PORTION OF LOTS 36 AND 37 OF PIONEER LAND COMPANY'S SECOND SUBDIVISION, SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA.

SUBDIVIDER: BENNY J. MARTINEZ AND REBECCA MARTINEZ
PORTERVILLE, CA 93257

ENGINEER: CHARLES W. ROBERTS, CONSULTING CIVIL ENGINEER, INC.

PORTERVILLE, CA 93257

GRUSS AREA: 33.01 ACRES

BASIS OF BEARING

THE MONUMENTED CENTERLINE OF AVENUE 174 (LINDA VISTA AVENUE) WHICH BEARS S.89°22'00"E. PER RECORD OF SURVEY -

LEGEND

- MONUMENT FOUND AS DESCRIBED
SET 2' DIA. BRASS DISK STAMPED RCE 15287

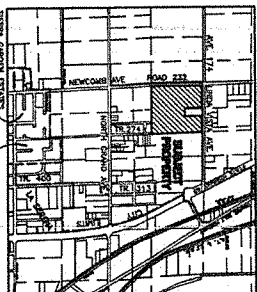
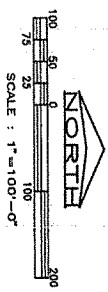
- SET 7' LP. TACED RCE 15287
SET 1/4" LP TACED RCE 15287 AT ALL LOT CORNERS

- UNLESS OTHERWISE NOTED,
 WAIVER OF ACCESS RIGHTS

- (REC) RECORD PER RECORD OF SURVEY--
(R.) RECORD PER PIONEER LAND COMPANYS

- RECORDED IN VOL. 3, PG. 23, T.C.

- 1
SURVEYS, PG. 42
LOTS - PIONEER LAND COMPANY'S
SECOND SUBDIVISION



1/4 COR. NW 1/4
SEC. 15, T.27N, R.10E
RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE,
STATE OF CALIFORNIA.

(LINDA VISTA AVENUE) AVENUE 174

1/4 COR. NW 1/4
SEC. 15, T.27N, R.10E
RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE,
STATE OF CALIFORNIA.

TRACT NO. 781
PHASE 1 & 2

'Chelsea Glen Subdivision'

BEING A SUBDIVISION OF 35 OF THE "MOUNTED MAP OF TRACT 678,
QUARTER 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE,
STATE OF CALIFORNIA."

SUBDIVISION
BY BENNY J. MARTINEZ AND REBECCA MARTINEZ
P. O. BOX 1508
PORTERVILLE, CA 93258
ENGINEER
ROBERTS ENGINEERING
P. O. BOX 1508
PORTERVILLE, CA 93258

CURVE DATA

LINE NO.	STATION	DELTA	TANGENT	CHORD	ARC	CHORD BEARING	TANGENT BEARING
1	0+00.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
2	110.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
3	220.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
4	330.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
5	440.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
6	550.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
7	660.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
8	770.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
9	880.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
10	990.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
11	1100.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
12	1210.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
13	1320.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
14	1430.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
15	1540.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
16	1650.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
17	1760.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
18	1870.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
19	1980.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
20	2090.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
21	2200.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
22	2310.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
23	2420.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
24	2530.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
25	2640.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
26	2750.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
27	2860.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
28	2970.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
29	3080.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
30	3190.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
31	3300.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
32	3410.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
33	3520.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
34	3630.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
35	3740.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
36	3850.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
37	3960.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
38	4070.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
39	4180.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
40	4290.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
41	4400.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
42	4510.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
43	4620.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
44	4730.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
45	4840.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
46	4950.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
47	5060.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
48	5170.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
49	5280.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
50	5390.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
51	5500.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
52	5610.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
53	5720.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
54	5830.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
55	5940.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
56	6050.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
57	6160.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
58	6270.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
59	6380.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
60	6490.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
61	6600.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
62	6710.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
63	6820.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
64	6930.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
65	7040.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
66	7150.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
67	7260.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
68	7370.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
69	7480.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
70	7590.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
71	7700.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
72	7810.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
73	7920.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
74	8030.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
75	8140.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
76	8250.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
77	8360.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
78	8470.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
79	8580.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
80	8690.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
81	8800.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
82	8910.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
83	9020.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
84	9130.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
85	9240.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
86	9350.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
87	9460.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
88	9570.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
89	9680.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
90	9790.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
91	9900.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
92	10010.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
93	10120.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
94	10230.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
95	10340.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
96	10450.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
97	10560.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
98	10670.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
99	10780.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E
100	10890.00	110.00	110.00	110.00	110.00	N 00° 00' 00" E	N 00° 00' 00" E

LEGEND

- MONUMENT FOUND AS DESCRIBED
- FOUND COUNTY STANDARD STREET MONUMENT
- SET COUNTY STANDARD STREET MONUMENT
- FOUND 3/4" IP TAPPED NCE 15287
- FOUND 2" IP TAPPED NCE 15287
- SET 3/4" IP TAPPED NCE 15287 AT ALL LOT CORNERS
- UNLESS OTHERWISE NOTED
- FOUND TIE AT TOP OF BLOCK WALL
- WATER OF ACCESS RIGHTS
- (RAD) RADIAL LINE - SEE SHEET 3
- (REC) RECORD PER RECORD OF SURVEY
- (R) RECORD PER PIONEER LAND COMPANY'S
- (R) RECORD PER SUBDIVISION OR CALCULATED
- (R) RECORD PER "MOUNTED MAP" TRACT 678
- (R) RECORD IN VOL. 35 OF MAPS AT PAGE 78.
- T.C.R.
- RECORDED IN VOL. 3, PG. 23, T.C.R.
- RECORDED IN BK. 18 OF LICENSED
- SURVEY PG. 42, T.C.R.
- LOT - PIONEER LAND COMPANY'S
- SECOND SUBDIVISION
- SUBDIVISION BOUNDARY

SHEET 2 OF 3

1/4 COR. SW 1/4
SEC. 15, T.27N, R.10E
RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE,
STATE OF CALIFORNIA.

TRACT NO. 781 - CHASE, ALPHI SUBD
PHASE 1 - LATERAL MAP
R.M. 35-1-70

30' IRRECOVERABLE
OFFER OF DEDICATION
TO TULARE COUNTY
OF 0.07 AC. IN PAGE 173

BOYLES
STREET

BEVERLY
STREET

1/4 COR. SW 1/4
SEC. 15, T.27N, R.10E
RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF TULARE,
STATE OF CALIFORNIA.

3-28-01

RESOLUTION NO. -2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
COUNTY OF TULARE, STATE OF CALIFORNIA,
ORDERING THE FORMATION OF LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICT NUMBER 47,
APPROVING ENGINEER'S REPORT FOR SAID DISTRICT, AND
APPROVING THE METHOD AND LEVY OF ASSESSMENTS**

WHEREAS, the City Council of the City of Porterville did on the 7th day of April 2020, adopt Resolution No. 26-2020 declaring its intention to order the formation of Landscape and Lighting Maintenance District number 47; and

WHEREAS, the public hearing on the consolidation has been set on June 2, 2020, subject to the Landscape and Lighting Act of 1972; and

WHEREAS, a duly noticed public hearing has been held to receive objections to the formation of said Districts, or the levy of assessments.

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

- (1) The public interest, convenience and necessity require the formation of Landscape and Lighting Maintenance District number 47, and that the District shall hereby be formed.
- (2) The Engineer's Report and diagram for District 47 is hereby approved, and the work as set forth therein is to be done.
- (3) That the method of assessment and the levy of assessments as indicated within said Engineer's Report is hereby approved.

APPROVED AND ADOPTED THIS 2nd DAY OF JUNE 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Substantial Amendment to the CDBG 5-Year Consolidated Plan (2015/16-2019/20), Citizens Participation Plans, and Annual Action Plans (2019/20 and 2020/21), for the CARES Act and Authorization of use of regulatory waivers and flexibilities

SOURCE: Community Development

COMMENT: On March 27, 2020, Congress passed the Coronavirus Aid, Relief and Economic Security (CARES) Act. The CARES Act supports prevention; preparation for; and response to the community impacts of the COVID-19 pandemic and includes specific sections that apply to Community Development Block Grant (CDBG) programs. The City of Porterville, as a CDBG Entitlement Jurisdiction, is eligible for \$489,098 in funding referred to as CDBG-CV and can request waivers and flexibilities for the CDBG programs as referenced within the CARES Act letter, provided as Attachment 1.

Staff previously presented to the City Council a variety of options where these funds could be utilized. Council directed staff that based on the eligible uses and need, the CDBG-CV funding should be utilized for a Business Assistance Program (BAP) to help businesses in response to the impacts of COVID-19 and to administer the program. Fiscal Year 2019 and FY 2020 CDBG and CDBG Program Income (PI) funds currently allocated to the BAP may also be used to support those uses if available and if needed.

The CDBG waivers that are available include:

- Extension of the submission of the FY19 and FY20 ConPlan/Action Plans to August 16, 2021;
- Suspension of the 15% expenditure cap on public services;
- Allowance of a five (5)-day Public Hearing Notice/comment period;
- Allowance of Virtual Meetings in lieu of in-person public hearings;
- Extends the Consolidated Annual Performance and Evaluation Report due date from 90 days after the close of a jurisdiction's program year to 180 days; and
- Additional program waivers may be available and would need to be requested on a case by case basis by the City, when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to the Coronavirus.

Included herein as attachment 2 is the CDBG regulatory waivers requested by the City, submitted to and accepted by the U.S. Department of Housing and Urban Development (HUD).

The recommended action tonight is necessary to use supplemental CDBG funds (CDBG-CV) and to reallocate previously obligated CDBG Entitlement and Program Income funds to the proposed CDBG-CV activity. Staff is submitting an amended 2019 and 2020 Annual Action Plan to include the CDBG-CV funding and amend its Citizen Participation Plan (Attachment 3 and 4) to include a five (5)-day comment period. In accordance with 24 CFR 91.05 (c)(2) and subpart B of the federal regulations relative to citizen participation for Community Planning and Development Programs and applicable waivers which have been made available to those requirements through the CARES Act.

Attachment 5 provides a summary of the proposed amendments to the budget. A full budget is available in the Substantial Amendment. Additionally, staff is working with HUD to finalize the BAP-CV guidelines.

At its meeting on May 5, 2020, Council directed staff to pursue the necessary steps to utilize CDBG-CV funds for economic development purposes. As required by HUD, staff has provided the public with the opportunity to comment on the proposed use of CDBG-CV funds by providing a public notice of a five (5) day public comment period to review the draft documents, a survey, and concluding with tonight's public hearing. The public notice was published in English and Spanish announcing the five (5) day comment and review period. At the time of writing this staff report, no comments have been received.

At Council's direction, staff will attach any public comment received and submit the final Draft document to HUD.

RECOMMENDATION:

That the City Council:

1. Conduct a Public Hearing to receive comment on the proposed use of HUD CARES Act funding;
2. Approve use of Regulatory CDBG and HOME waivers submitted to HUD;
3. Adopt the Draft Resolution approving the Amended 5-Year Consolidated Plan (2015/16 - 2019/20), the Citizens Participation Plans, and Annual Action Plans (2019/20 and 2020/21) in order to allocate the use of CDBG CARES Act (CDBG-CV) funding, as well as reallocating BAP Entitlement and Program Income, if available and needed, to address the needs of the community in response to the impacts caused by COVID-19;
4. Authorize the City Manager to execute all necessary documents and be authorized to make any augmentation, modification, addition or revision as may be necessary to conform to requirements imposed by HUD.

ATTACHMENTS:

1. FY20 CARES CDBG Formula Award Letter
2. Waiver Request
3. Draft Amended Citizens Participation Plan

4. Proposed Substantial Amendment FY2019 & FY2020
5. Proposed Amendment Budget
6. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

April 2, 2020

The Honorable Martha Flores
Mayor of Porterville
291 N Main Street
Porterville, CA 93257-3737

Dear Mayor Flores:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department is immediately allocating \$2 billion based on the fiscal year 2020 CDBG formula. The remaining \$3 billion shall be allocated based on needs using best available data, in the following tranches: \$1 billion shall be allocated to States and insular areas within 45 days of enactment of the Cares Act, and \$2 billion shall be distributed to states and local governments at the discretion of the Secretary. Up to \$10 million will be set aside for technical assistance. Given the immediate needs faced by our communities, the Department has announced the first allocation of funds. Your jurisdiction's allocation is \$489,098.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The Department is developing a notice that will further describes the CARES Act's provisions, a Quick Guide to the CARES Act flexibilities and other provisions, and other resources to enable swift implementation of CDBG-CV grants. As these become available, they will be

posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

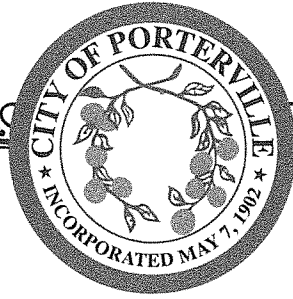
As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits. HUD will provide guidance and technical assistance on DOB and regarding prevention of fraud, waste, and abuse and documenting the impact of this program for beneficiaries.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Gibbs', with a stylized, cursive script.

John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development



Community Development Department

May 21, 2020

U.S. Department of Housing and Urban Development
Community Planning and Development Division-9AD
San Francisco Regional Office – Region
Attn: Suyong Choi
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Re: Regulatory Waivers of Community Planning and Development Community Development Block Grant (CDBG) and CDBG-CV Program in Response to COVID-19 Pandemic

To Whom It May Concern:

The City Of Porterville, as an Entitlement Grantee, is submitting a regulatory waiver request, pursuant to the authority provided under “The Coronavirus Aide, Relief and Economic Security Act (CARES Act), including, but not limited to the authority under 24 CFR 5.110, the CARES Act which authorized HUD to grant waivers to the public notice, public comment and the citizen participation plan requirements found in 24 CFR 91.105(2) and (k) and 24 CFR 91.40, as referenced below:

The City will provide reasonable noticing and an opportunity to comment as authorized under regulatory waivers, allow amendments to the 2015 and 2020 consolidated Plans, and 2019 and 2020 Action Plans and submit the necessary SF424 forms and certifications related to CDBG-CV funding, which will allow for expedited disbursement and quick response to the needs of Porterville residents.

- Citizen Participation Public Comment Period for Consolidated Plan Amendment
- Citizen Participation Reasonable Notice and Opportunity to Comment
- Amendment to Consolidated Plan for use of CDBG-CV

HUD has provided Grantees with the extended deadline to August 16, 2021. This will allow the City the flexibility and/or option to submit beyond the May 15th deadline, prepare substantial amendments to recent annual action plans to identify the proposed use of all funds and how the funds will be used to prevent, prepare for, and respond to coronavirus.

- Deadline to Submit Consolidated Plans
- Local Housing Strategy- CDBG-CV

The CARES Act eliminates the CDBG law’s 15% cap on the amount of a jurisdiction’s grant (and any program income) that is obligated in a program year for “public services” the removal of the 15% cap applies not only to the CDBG funds allocated from the \$5 billion appropriation from the CARES Act, but also to any FY19 and FY20 CDBG allocations. The Memorandum makes it clear that this provision is available immediately.

The City of Porterville provides public service funds to many of its non-profit agencies. Due to HUD’s elimination of the fifteen percent (15%) cap, this will allow Porterville to use Community Development

Block Grant Coronavirus Response Supplement (CDBG-CV) funding, to support the critical community needs related the COVID-19 pandemic.

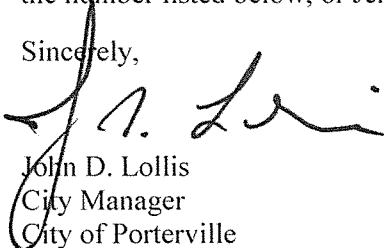
Additionally, the City has included the waiver related to submission of the 2019 CAPER, which is subject to the condition that within 180 days after the close of the program year, Porterville will submit its performance report.

- CAPER Submission to HUD (2019)

The waivers presented above, will allow the City to address the urgent housing needs of its citizens due to COVID-19 pandemic. The City is taking HUD's advice to amend or prepare its plans as soon as possible and not to wait for the pending Federal Register notice, which may provide additional waivers and alternative requirements. The City will amend its plans accordingly to any additional waivers and allocations. Further confirmation of the City's requested waivers are provided in the attached "Notification."

Should you have any questions regarding the requested CDBG and CAPER waivers, please contact me at the number listed below, or Jennifer M. Byers, Community Development Director at (559) 782-7460.

Sincerely,



John D. Lollis
City Manager
City of Porterville
(559) 782-7466
jlollis@ci.porterville.ca.us

Attachment: CDBG & CAPER Waiver Form

Cc: Jennifer M. Byers, Community Development Director
Jason Ridenour, Housing and Economic Development Manager
Claudia Calderon, Development Associate

Waivers of Community Planning and Development Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts

Waiver Process and Recordkeeping Requirements:

In the absence of a HUD prepared CDBG waiver, the City has prepared this template. This template allows the City of Porterville to inform HUD of its intention to utilize statutory suspensions and/or regulatory waivers of CDBG provisions identified in:

- HUD's April 09, 2020, Memoranda: *All fiscal Year 2020 and 2019 CDBG and CDBG-CV Grantees*;
- HUD's April 09, 2020, Memoranda: *CARES Act Flexibilities for CDBG Funds Used to Support; And, Availability of Waivers of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19.*
- HUD's May 18, 2020, Memoranda; *Availability of a Waiver and Alternative Requirements for consolidated Annual Performance and Evaluation Report (Performance Report) for Community Planning and development (CPD) Grant Programs in Response to the Spread of Coronavirus.*
- Grantees must email notification to the attention of CPD Director Kimberly Nash at CPD_COVID-19WaiverSFO@hud.gov
- The email notification must be sent two calendar days before the grantee anticipates using the waiver.
- In addition to the summarized justifications provided under each waiver section below, grantees MUST update their program records to include written documentation of the specific conditions that justify the recipient's use of the waiver, consistent with the justifications and applicability provisions provided in the COVID-19 Waiver Memorandum. Provisions that are not specifically waived remain in full effect.

Required Information (complete all fields):

Entitlement Jurisdiction: <u>City of Porterville</u>
Requestor Name and Title: <u>John D. Lollis</u>
Phone Number: <u>(559) 782-7466</u> E-mail: <u>jlollis@ci.porterville.ca.us</u>
Declared-disaster area(s) where the waivers will be used: <u>City of Porterville, city limits (within jurisdiction)</u>
Date on which the grantee anticipates first use of the waiver flexibility: <u>5/25/2020</u>

Grantee will utilize the following waiver flexibilities (select all that apply):

HOME, CDBG, HTF, ESG, and HOPWA Program Consolidated Planning Requirements:

- ☒ Citizen Participation Public Comment Period for Consolidated Plan Amendment
- ☒ Citizen Participation Reasonable Notice and Opportunity to Comment

Description supporting request for the waiver (optional):

The Entitlement Jurisdiction elects to apply the following statutory suspensions and regulatory waivers (check all that apply) to its CDBG program in response to the COVID-19 pandemic:

I. Statutory Suspensions and Regulatory Waivers Available Only to Participating Jurisdictions with Major Disaster Areas as a Result of COVID-19

1.	<u>Citizen Participation Public Comment Period for Consolidated Plan Amendment</u> Citations: 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401	☒
Explanation: A CPD grantee may amend an approved consolidated plan in accordance with 24 CFR 91.505. Substantial amendments to the consolidated plan are subject to the citizen participation process in the grantee's citizen participation plan. The citizen participation plan must provide citizens with 30 days to comment on substantial amendments. Justification: Given the need to expedite actions to respond to COVID-19, HUD waives 24 CFR 91.105(c)(2) and (k), 91.115(c)(2) and (i) as specified below, in order to balance the need to respond quickly to the growing spread and effects of COVID-19 with the statutory requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG, HOME, HTF, HOPWA or ESG funds. Applicability: This 30-day minimum for the required public comment period is waived for substantial amendments, provided that no less than 5 days are provided for public comments on each substantial amendment. The waiver is available through the end of the recipient's 2020 program year. Any recipient wishing to undertake further amendments to prior year plans following the 2020 program year can do so during the development of its FY 2021 Annual Action Plan. <u>Described Program Flexibility:</u> Provides that grantees may amend citizen participation plans to establish expedited procedures to draft, propose, or amend consolidated plans. Expedited procedures must include notice and reasonable opportunity to comment of no less than 5 days. The 5-day period can run concurrently for comments on the action plan amendment and amended citizen participation plans. In-person public hearings CARES Act provides that grantees may amend citizen participation plans to establish expedited procedures to draft, propose, or amend consolidated plans. Expedited procedures must include notice and reasonable opportunity to comment of no less than 5 days. The 5-day period may run concurrently for comments on action plan amendment and amended citizen participation plans. In person meetings are not required. Grantees may meet public hearing requirements with virtual hearing requirements if 1) national/local health authorities recommend social distancing and limit public gatherings for health reasons; and 2) virtual hearings provide reasonable notification and access for citizens in accordance with grantees certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses.		
2.	<u>Citizen Participation Reasonable Notice and Opportunity to Comment</u> Citation: 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401	☒
Explanation: As noted above, the regulations at 24 CFR 91.105 (for local governments) and 91.115 (for States) set forth the citizen participation plan requirements for recipients. For substantial amendments to the consolidated plan, the regulations require the recipient to follow its citizen participation plan to		

provide citizens with reasonable notice and opportunity to comment. The citizen participation plan must state how reasonable notice and opportunity to comment will be given.

Justification: HUD recognizes the efforts to contain COVID-19 require limiting public gatherings, such as those often used to obtain citizen participation, and that there is a need to respond quickly to the growing spread and effects of COVID-19. Therefore, HUD waives 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401 as specified below to allow these grantees to determine what constitutes reasonable notice and opportunity to comment given their circumstances.

Applicability: This authority is in effect through the end of the 2020 program year.

3.	<u>Amendment to Consolidated Plan- for use of CDBG-CV</u> Citations: 24 CFR 91.500.	☒
----	---	-------------------------------------

The Department is also reviewing 24 CFR 91.505 to facilitate the use of the CDBG-CV funds to the extent necessary to require submission of the substantial amendment to HUD for review in accordance with 24 CFR 91.500.

To receive a DCBG-CV grant, a grantee must also submit a SF-424, SF-424D and the certifications at 24 CFR 91.2259(a) and (b).

4.	<u>Deadline to submit Plans (including Annual Action Plans)</u> Citations: 24 CFR 91.15	☒
----	---	-------------------------------------

Extends the deadline for grantees to submit action plans and other updates to their consolidated plans submissions for fiscal years 2019* and 2020 to August 16, 2021. Without extension, the deadline for fiscal year 2020 grants would be August 16, 2020, in accordance with section 116(b) of the HCD Act and 24 CFR 91.15. *The deadline for fiscal year 2019 passed on August 16, 2019(plans due then have been submitted).

5.	<u>Local Housing Strategy- CDBG-CV</u> Citations: 24 CFR 91.220 and 91.320	☒
----	--	-------------------------------------

To expedite grantees' use of CDBG-CV funds, HUD is waiving the requirements at 42 U.S.C. 1270(a)(2) to the extent it requires updates to the housing and homeless needs assessment housing market analysis and strategic plan and 24 CFR 91.220 and 91.320 to the extent the action plan is limited to a specific program year to permit grantees to prepare substantial amendment to their most recent annual action plan, including their 2019 Annual Action Plan. Grantees must identify the proposed use of all funds and how the funds will be used to prevent, prepare for, and respond to coronavirus.

Described Program Flexibility: Provides Grantees with the flexibility to amend its 2019 Annual Action Plan. However, grantee must identify the proposed use and how the funds will prevent, prepare for and respond to coronavirus.

6.	<u>15% Public Service Activities-Cap</u> Citations: Section 105 (a)(8) of the HCD Act and 24 CFR 570.201(e)	☒
----	---	-------------------------------------

Eliminates the 15 percent cap on the amount of grant funds that can be used for public services activities.

Following enactment, the cap in section 105(a)(8) of the HCD Act and 24 CFR 570.201(e) has no effect on CDBG-CV grants and no effect on FY 2019 and 2020 CDBG grant funds used for coronavirus efforts.

Described Program Flexibility: Provides that HUD uncaps the percent of CDBG funding for public services to prevent, prepare for, and respond to coronavirus. However, the provision relates to new or quantifiable increase to public services related to COVID-19 pandemic.

II. Other Regulatory Waiver

1.	<u>CAPER submission to HUD</u> Citations: 24 CFR 91.520(a)	☒
Requirement: The Consolidated Annual Performance and Evaluation Report (performance report) submission to HUD within 90 days after the close of a jurisdiction's program year. Explanation: The regulation at 24 CFR 91.520(a) requires each grantee to submit a performance report to HUD within 90 days after the close of the grantee's program year. Justification: Under the authority at 24 CFR 91.600, HUD is authorized to waive this requirement when a determination of good cause is made and supported by documentation. Given the outbreak of the coronavirus known as SARSCoV-2 and the extenuating circumstances placed on state and local governments, and citizens, HUD has determined that there is good cause for 2 waiving this provision. The extenuating circumstances and administrative strain supporting this waiver are well documented in the broad public news coverage related to the outbreak. Applicability: For program year 2019 CAPERs, the requirement that grantees submit a performance report within 90 days after the close of a jurisdiction's program year is waived, subject to the condition that within 180 days after the close of a jurisdiction's program year the jurisdiction shall submit its performance report. Flexibility: As Acting Assistant Secretary for Community Planning and Development, I have determined that there is good cause to waive the following regulatory requirement for the program year 2019 CAPER, subject to the condition that grantees comply with the modified requirement in the applicability.		

CITY OF PORTERVILLE CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN PARTICIPATION PLAN

Citizen Participation Plan

Revised ~~May~~ June 2020

Introduction

The City of Porterville (City) is a federal entitlement jurisdiction that receives federal grant funding from the U.S. Department of Housing and Urban Development (HUD).

The City receives federal entitlement grant funding for the following programs:

- Community Development Block Grants (CDBG)
- Home Investment Partnership Act (HOME)

As an entitlement jurisdiction, the City is required to prepare:

- A Five Year Consolidated Plan (Consolidated Plan) that includes a Citizen Participation Plan (CPP)
- An annual Action Plan (Action Plan)
- An annual Consolidated Annual Performance Evaluation Report (CAPER)

Under HUD's Code of Final Regulations for the Consolidated Plan (24 CFR Part 91 Sec. 91.105), the City must adopt a Citizen Participation Plan that sets forth the City's policies and procedures for citizen participation in the planning, execution, and evaluation of the Consolidated Plan, Action Plans, and CAPER. This CPP provides guidelines for the City to provide and encourage public participation by residents, community stakeholders, and grant beneficiaries in the process of drafting, implementing, and evaluating the Consolidated Plan and related documents. The citizen participation process includes outreach, public hearings, community forums, and opportunities for comment.

Definitions

- **Action Plan (Action Plan):** The Action Plan summarizes the activities that will be undertaken in the upcoming Fiscal Year (FY) to meet the goals outlined in the Consolidated Plan. The Action Plan also identifies the federal and non-federal resources that will be used to meet the goals of the approved Consolidated Plan.
- **Citizen Participation Plan (CPP):** The CPP provides guidelines by which the City will promote engagement in the planning, implementation, and evaluation of the distribution of federal funds as outlined in the Consolidated Plan, Action Plan, and CAPERs.
- **Community Development Block Grant (CDBG):** HUD's CDBG program provides communities with resources to address a wide range of housing and community development needs that benefit very low and low income persons and areas.
- **Consolidated Annual Performance Evaluation Report (CAPER):** The CAPER assesses the City's annual achievements relative to the goals in the Consolidated Plan and proposed activities in the Action Plan. HUD requires the City to prepare a CAPER at the end of each fiscal year.

CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN
PARTICIPATION PLAN

- **Department of Housing and Urban Development (HUD):** HUD is the federal government agency that creates and manages programs pertaining to federal home ownership, affordable housing, fair housing, homelessness, and community and housing development.
- **Displacement:** Displacement refers to the involuntary relocation of individuals from their residences due to housing development and rehabilitation activities paid for by federal funds.
- **Eligible Activity:** Activities that are allowable uses of the CDBG funds covered by the CPP as defined in the Code of Federal Regulations Title 24 for HUD.
- **Entitlement Jurisdiction:** A city with a population of at least 50,000, a central city of a metropolitan area, or a qualified urban county with a population of at least 200,000 that receives grant funding from HUD.
- **Five Year Consolidated Plan (Consolidated Plan):** HUD requires entitlement jurisdictions to prepare a Consolidated Plan every five years. The Consolidated Plan is a strategic plan that identifies housing, economic, and community development needs and prioritizes funding to address those needs over a five-year period.
- **Low and Moderate Income (LMI):** As defined annually by HUD, Low and Moderate Income (LMI) is 0-80 percent of area median family income (AMI) for a jurisdiction, with adjustments for smaller or larger families. This includes those individuals presumed by HUD to be principally LMI (abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers). HUD utilizes three income levels to define LMI households:
 - Extremely low income: Households earning 30 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Very low income: Households earning 50 percent or less than the AMI (subject to specified adjustments for areas with unusually high or low incomes)
 - Low and moderate income: Households earning 80 percent or less than the AMI (subject to adjustments for areas with unusually high or low incomes or housing costs)
- **Public Hearing:** Public hearings are designed to provide the public the opportunity to make public testimony and comment. Public hearings related to the Consolidated Plan are to be advertised in local newspapers and made accessible to non-English speakers and individuals with disabilities.
- **Substantial Amendments:** Amendments are considered “Substantial” whenever one of the following is proposed:
 - A change in the allocation priorities or a change in the method of fund distribution
 - A substantial change which increases or decreases the amount allocated to a category of funding within the City’s entitlement grant programs by 25 percent
 - To implement an activity using CDBG funds for new programs that were not described in the Consolidated Plan

**CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN
PARTICIPATION PLAN**

- To change the purpose or intended beneficiaries of an activity approved for CDBG funding, e.g., instead of primarily benefitting lower income households the activity instead proposes to benefit mostly moderate income households

Roles, Responsibilities, and Contact Information

The City is a federal entitlement jurisdiction and is a recipient of grant funding from the federal government.

The City's Charter established a council and manager form of government. Porterville's City Council is the elected legislative body of the City and is responsible for approving its Consolidated Plan, Action Plans, Substantial Amendments, and CAPERs prior to their submission to HUD.

It is the intent of the City to provide for and encourage citizen participation, with particular emphasis on participation by lower income persons who are beneficiaries of, or impacted by, entitlement-funded activities. The City encourages participation in all stages of the Consolidated Planning process by all residents, including minorities and non-English speaking persons, as well as persons with mobility, visual or hearing impairments, and residents of assisted housing developments and recipients of tenant-based assistance.

In general, hearings will be held at City Hall due to its central location, convenient access, and disability accessibility. Translation services will be provided when there is an indication that non-English speaking persons will be attending. Other reasonable accommodations will be provided on a case-by-case basis.

The General Contact Information for the City's HUD Entitlement Programs is:

Jenni Byers
Community Development Director jbyers@ci.porterville.ca.us
291 N. Main Street
Porterville, CA 93257

Citizen Participation Policies

Public Hearings

The City will hold public hearings for Consolidated Plans, Annual Action Plans, CAPERs, amendments made to the CPP, and Substantial Amendments.

The Consolidated Plans, Annual Action Plans, CPP amendments, and Substantial Amendments require two public hearings. One required hearing is a City-staffed community meeting and one required hearing is before City Council for document adoption. The CAPER requires one hearing before City Council for document adoption.

Community hearings will be held in a community space with consideration for the convenience to beneficiaries of the entitlement program resources.

CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN
PARTICIPATION PLAN

The City Council public hearings will be held at City Hall Council Chambers located at 291 N. Main Street, Porterville, CA 93257. Listening devices, interpretation services, and other assistance to disabled persons or those with limited English proficiency will be provided upon request, ranging up to five business days prior notification to the City Clerk. Requests for disability-related modifications or accommodations required to facilitate meeting participation, including requests for auxiliary aids, services or interpreters, require different lead times, ranging up to five business days. For this reason, it is important to provide as much advance notice as possible to ensure availability. Assistive Listening Devices (ALDs) are available upon request.

CARES Act Waivers and Flexibility

Effective March 27, 2020, The Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136) provides CDBG Entitlement Jurisdictions with flexibilities that make it easier to use CDBG-CV grants and fiscal years 2019 and 2020 CDBG Grants for the Coronavirus response. The CARES Act authorizes HUD to grant waivers and alternative requirements; and in order to prevent, prepare for, and respond, to the Coronavirus using CDBG-CV grants, the City will have the option to meet public hearing requirements with virtual public hearings if: 1) national/local health authorities recommend social distancing and limiting public gatherings for public health reasons; and 2) virtual hearings provide reasonable notification and access for citizens in accordance with the City's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses. For any CDBG-CV, 2019-20 CDBG and 2020-21 CDBG funds that are used in order to prevent, prepare for, and respond to the Coronavirus, expedited procedures will be implemented which include notice and reasonable opportunity to comment of no less than five (5) days. The five (5) day period can run concurrently for comments on the action plan amendment and, amended citizen participation plans.

For any CDBG-CV, 2019-20 CDBG and 2020-21 CDBG funds that are used in order to prevent, prepare for and respond to Coronavirus, the draft and final documents will only be available online at the City's website. At the discretion of the City Manager, City Staff will recommend program activities, funding and program modifications for submittal to the City Council without consultation of the Citizens' Advisory and Housing Opportunity Committee. In this case, the City Manager would have deemed the expeditious completion of these tasks as essential to public safety, health or economy, to prevent, prepare for or respond to the Coronavirus.

On April 1, 2020, HUD released the memorandum entitled "Availability of Waivers of Community Planning and Development (CPD) Grant Program and Consolidated Plan Requirements to Prevent the Spread of COVID-19 and Mitigate Economic Impacts Caused by COVID-19." The memorandum grants certain waivers to CPD Grantees, such as the City of Visalia, with regards to its regulatory Citizen Participation Plan (CPP) requirements specifically required under Citation 24 CFR 91.105(c)(2) and (k). Those certain waivers are: 1) an immediate reduction in the required 30-day comment period to no less than five (5) days, with the requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG and HOME funds; and 2) a waiver regarding "reasonable notice and opportunity to comment" requirements of the CPP, to allow a grantee to determine what constitutes reasonable notice and opportunity to comment.

The City of Porterville intends to implement both waivers on May 25, 2020, and they will remain valid through the end of the 2020 Program Year (through June 30, 2021), per HUD, for any further COVID-19 related amendments.

**CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN
PARTICIPATION PLAN**

Accordingly, the City of Porterville plans to vary from its Adopted CPP and will instead follow the below reasonable notice and public comment procedures:

- Public notices will be published in the “Public Notices” sections of the Porterville Recorder and in Spanish in the *Noticiero Semanal* publications approximately 5 days before a scheduled meeting to decide on any required actions related to the City’s HUD Plans.
- The Public notices will note the specific comment period and the meeting date on which the item(s) will be reviewed and action taken.
- Proposed amendments to Plans will be made available for viewing from our website: <http://www.ci.porterville.ca.us/>
- Members of the public may submit comments during the five-day comment period specified in the section above via: 1) by email to housing@ci.porterville.ca.us, or, 2) by calling (559) 782-7460.
- Comments received may be read or received at the scheduled City Council meeting.
- The virtual meetings will be streamed via the City’s YouTube channel <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>

Notice of Hearings and Review Periods

To allow the public time to provide comments prior to the submission of approved documents to HUD, the City will hold a minimum 30-day public review and comment period for the Consolidated Plan, Action Plan, and Substantial Amendment. The City will establish a public review period of at least 15 days for each CAPER and amendments to the CPP. Copies of the draft plans will be available to the public at the Community Development Department, 291 N. Main Street, Porterville, CA 93257.

The City will place public notices at City Hall (291 N. Main Street) and online through the City’s website (www.ci.porterville.ca.us), and through advertisement in a local newspaper of general circulation in advance of a public review and comment period.

To ensure that the public, including minorities, persons with limited English proficiency, persons with disabilities, residents of public housing, and LMI residents are able to participate in the public review process, the City will provide residents, public agencies, and other stakeholders with notices on applicable public review periods and public hearings that adhere to the following:

- The notices will be published prior to the start of the public comment period and at least fifteen (15) days before the final public hearing and will include information regarding how to request accommodation and services available for persons with disabilities who wish to attend the public hearings.
- The notices will be distributed to persons and agencies on the contact list maintained by the City for those parties expressing interest in receiving information and updates related to the City’s Consolidated Plan, Action Plan, CAPER, Substantial Amendments and CPP. Interested parties may request to be added to this contact list by sending an email to housing@ci.porterville.ca.us, by calling (559) 782-7460 or by writing to the Community Development Department, 291 N. Main Street, Porterville, CA 93257.

CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN
PARTICIPATION PLAN

- The notices will be distributed through a variety of methods, including e-mail, newspaper publications and the City's website at www.ci.porterville.ca.us. The notices will include information on how to obtain a copy of the draft documents and scheduled hearing dates, times, and locations.
- As directed by HUD through written guidelines, and deemed necessary due to the risk of the safety, health or economy of the city, expedited procedures will be implemented which include notice and reasonable opportunity to comment of no less than five (5) days. The five (5) day period can run concurrently for comments on the action plan amendment and, amended citizen participation plans.

The public may file comments on draft plans in writing to the Community Development Department, 291 N. Main Street, Porterville, CA 93257; via email to Jenni Byers at jbyers@ci.porterville.ca.us or Jason Ridenour at jridenour@ci.porterville.ca.us; or by phone at (559) 782-7460. Comments may also be submitted in person at the Community Development Department, 291 N. Main Street, Porterville, CA 93257, Monday through Friday during business hours, and during the Council adoption hearing.

When necessary or applicable, the City may combine notices complying with several individual requirements into one comprehensive notice for dissemination and publication.

Comments/Complaints on Adopted Plans

Comments or complaints from residents, public agencies, and other stakeholders regarding the adopted Consolidated Plan or related amendments and performance reports may be submitted in writing or verbally to the General Contact at the Community Development Department, 291 N. Main Street, Porterville, CA 93257. Written comments or complaints will be referred to appropriate City staff for consideration and response. The City will attempt to respond to all comments or complaints within fifteen (15) business days and maintain a correspondence file for this purpose.

Availability of Draft and Approved Documents

The draft and final versions of the Consolidated Plan, Action Plan, CAPER, all related amendments, records, and regulations will be available online at the City's website: www.ci.porterville.ca.us. Hard copies of all documents will be available at the Community Development Department, 291 N. Main Street, Porterville, CA 93257 and upon written request. If the City is unable to provide immediate access to the documents requested, it will make every effort to provide the documents and reports within 15 business days from the receipt of the request.

During the public review and comment period, copies of the document will be available to the public for review at City Hall (291 N. Main Street) and through the City's website at www.ci.porterville.ca.us.

In the event of a public health crisis, the aforementioned documents will only be available online at the City's website.

Displacement Policy

As part of the CPP, the City must maintain a displacement policy. Displacement refers to the involuntary relocation of individuals from their residence due to housing development and rehabilitation paid for with federal funds. The City will continue to use existing federal and state

CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN
PARTICIPATION PLAN

relocation guidelines, as applicable, to minimize displacement and to alleviate the problems caused by displacement. Both the federal government and the State of California have specific requirements dictating the amount of benefits and assistance that must be provided to lower income persons and households relocated from their homes as a result of displacement. Depending on the funding source, displaced persons may be offered one or more of the following:

- A rent subsidy for another unit
- A cash payment to be used for rent or a down payment on the purchase of a dwelling unit
- Moving and related expenses

The City's rehabilitation programs may also incur relocation issues when they provide minor additions to existing dwellings in order to address overcrowding. Any temporary relocation costs are included in the rehabilitation loan package offered to clients.

Technical Assistance

The City will, to the extent feasible, respond to requests for technical assistance from entities representing LMI groups who are seeking federal entitlement funding in accordance with grant procedures. This may include, but is not limited to, providing information regarding how to fill out applications, other potential funding sources, and referrals to appropriate agencies within and outside the City. "Technical assistance," as used here, does not include the provision of funds to the entities requesting such assistance. Assistance will also be provided by Community Development Department staff to interested individuals and resident groups who need further explanation on the background and intent of the Housing and Community Development Act, interpretation of specific HUD regulations, and project eligibility criteria for federal grants.

This plan describes how the City of Porterville will involve citizens in the planning, implementation, and assessment of the Community Development Block Grant (CDBG) and Home Investment Partnership Act (HOME) Programs. The funds must be used for projects which benefit low- and moderate-income persons and/or aid in the elimination or prevention of slum and blight. These programs are intended to assist cities in undertaking neighborhood improvement, economic development, and homeowner assistance programs. Program regulations give ultimate responsibility for the design and implementation of the program to local elected officials, and also require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

ADVISORY COMMITTEE

To ensure that Porterville residents are given a full opportunity to participate in the Program, a Citizens' Advisory Committee was established in 1981 to function in an advisory capacity to the Mayor and Council regarding program design, implementation, and assessment. This Committee consists of seven (7) residents of the City, appointed annually by the Mayor and City Council. Citizens and civic organizations are urged to make recommendations on allocation of the City's multi-purpose Community Development Block Grant since 1981/82. The Committee has provided direction in establishing the Housing Rehabilitation Loan Program (HRLP), and other worthwhile projects under CDBG Entitlement Cities and Home Programs which have benefitted low- and moderate-income households within the city of Porterville. In addition to the HRLP, the Committee has recommended the establishment of several revolving loan funds since 1982, including the Sewer and Water

CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN
PARTICIPATION PLAN

Connection Fund, the Public Utilities Revolving Loan Fund (merged in 2012 with HRLP), the First Time Low-Income Homebuyer Program and the Business Assistance Program. The Committee has also recommended the allocation of funds toward remodeling the Santa Fe Plaza Senior Citizens Center, and inventory of Industrial Land Resources, the Low-Income Residential Smoke Detector Installation Program, and the Porterville Enterprise Zone Area Infrastructure Improvement Program, the rehabilitation of the Porterville and Glenwood Hotels, the opening of the Porterville Youth Center, and four targeted Curb, Gutter Sidewalk, and Street Light, Neighborhood Improvement Projects, Lime Street Park Improvement Project, and Santa Fe Facility Improvement Project. In addition, the Committee has supported the establishment of economic development programs and public improvement activities such as the completion of the Heritage Center with Section 108 Loan Guarantee funds. Several years ago, the Committee recommended the establishment of the Homebuyer Education Program and the Murry Park Improvement Project. An expansion to the Park Improvement Program was approved in 2010 to include the Lime Street Neighborhood Park and in 2013, the Extension of Murry Park was included and is currently underway.

The City has taken steps to secure the services of concerned individuals to form the Advisory Committee for the purposes of program model design, implementation, assessment, and development of the Community Development Block Grant Program under the Entitlement Cities criteria. The City places particular emphasis on obtaining representation of low- and moderate-income persons residing in slum and blight areas, members of minority groups, the elderly and persons with disabilities, and residents of areas where use of funds are proposed. In continuing its efforts to serve the needs of the public, the City Council has expanded the role of the Committee to incorporate efforts to expand housing opportunities, thereby changing the name to the Citizens' Advisory and Housing Opportunity Committee.

At the discretion of the City Manager, City Staff will recommend program activities, funding and program modifications for submittal to the council without consultation of the Advisory Committee. In this case, the City Manager would have deemed the expeditious completion of these tasks as essential to public safety, health or economy.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the Community Development Block Grant Program, including the development of the consolidated plan, inclusive of the annual action plan, substantial amendments to the plan, program implementation, assessment of performance, and design of the citizen participation plan. Mechanisms for the citizen involvement include: The Citizens' Advisory and Housing Opportunity Committee, public hearings and ad hoc community meetings, individual citizen efforts in the form of comments, complaints, or inquiries submitted directly to Martha A. Flores, Porterville Mayor and/or Community Development Department, located in City Hall, 291 N. Main Street, or by telephone, (559) 782-7460.

Public Hearings

At least two (2) public hearings, open to the entire community, will be held annually. The hearings will provide an opportunity for citizens to identify community development needs, proposed projects, and assist in the development of an overall strategy for Porterville. The hearings will also be used to solicit comments on the citizen participation plan more sensitive to local needs and realign the plan with changes in Federal regulations, and to review the HUD annual community assessment, if available. The hearings are typically held in February or March and April or May of each program year.

**CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN
PARTICIPATION PLAN**

Consolidated Plan

Participation in the development of the consolidated plan, inclusive of the annual action plan, will occur as follows: at least one (1) public hearing will be held before the proposed consolidated plan is published for comment. Before the City adopts a consolidated plan, the City will make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive and the range of activities that may be undertaken, including the amount that will benefit persons of very low and low income.

The City will ensure that plans will be available to minimize the displacement of persons and to assist any persons displaced according to Federal regulation standards.

A summary of the proposed use of CDBG funds and, when applicable, HOME funds, will be made available in Spanish, which is predominate non-English language spoken in Porterville, at all public hearings.

Advisory Committee proposals and comments, with regard to development of the consolidated plan, will be obtained at Committee meetings or hearings scheduled either at the request of Committee members or program officials. The public is invited to attend these meetings.

The public will be notified of the period, not less than thirty (30) days (or five (5) days as applicable), in which to receive comments from citizens on the consolidated plan. Any comments or views of citizens received in writing or orally at the public meetings will be considered. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons, therefore, will be attached to the final consolidated plan.

Amendments

In the case of proposed substantial amendments to the consolidated plan, the City shall provide reasonable notice and an opportunity to comment on substantial amendments. The public will be notified of the period, not less than thirty (30) days (or five (5) days as applicable), in which to receive comments on the substantial amendments before the amendment is implemented. The meetings regarding the proposed amendments are not required to be public hearings, but will be open to the public to attend. The City will consider any comments or views of citizens received in writing, or orally, at public hearings, if any, in preparing the substantial amendment of the consolidated plan. A summary of these comments or views, and a summary of any comments or views not accepted, and the reasons therefore, will be attached to the substantial amendment of the consolidated plan.

Amendments to the plan will be necessary whenever one of the following decisions is made:

- 1) To make a substantial change in the allocation priorities or a substantial change in the method of distribution of funds;
- 2) To carry out an activity using funds from any program covered by the consolidated plan (including program income) not previously described in the consolidated plan; or
- 3) To substantially change the purpose, scope, location, or beneficiaries of an activity.

Performance Report

Reasonable notice and an opportunity to comment on performance reports will be given to the public. The public will be notified of the period, not less than fifteen (15) days, in which to receive comments

CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN
PARTICIPATION PLAN

from citizens on the performance report that is to be submitted to HUD before its submission. Any comments or views of citizens received in writing or orally at public meetings will be considered, and a summary of the comments and views will be attached to the performance report.

Citizen Participation Plan

The Annual Action Plan includes noticing and public hearings. All meetings and hearings are publicized in accordance with applicable HUD, state and local regulations. Specifically the Action Plan includes community meetings, public noticing for 30 days (or 5 days as applicable), and a public hearing. The City will provide citizens a reasonable opportunity to comment on amendments or revisions to the citizen participation plan and will make the plan public.

Other Method of Participation

Informal, individual contact with citizens, initiated either by citizens or program officials, will also provide input to the consolidated plan. For example, an individual may contact the Community Development Department at (559) 782-7460 to request consideration of a special project; or program officials may seek the opinion of local business persons as to the need for commercial revitalization.

Program officials will also be available to advise citizens of the procedures for filing objections to the consolidated plan with the U.S. Department of Housing and Urban Development Area Office. Citizen participation in program implementation will occur primarily through consultation with the Citizens' Advisory and Housing Opportunity Committee. Citizens will be asked to review and comment on specific strategies for approved projects. They will also meet to review any substantial program amendments. All such changes will be discussed with the committee and their comments considered prior to the City taking final action. These meetings will be held on an as-needed basis.

Program assessment activities by citizens will occur in a variety of ways. Citizens will have the opportunity to comment on the City's performance for the prior program year during the public hearings for the consolidated and action plan adoption. The public will also be notified of the public comment period for the annual performance report before its submission to HUD.

The Citizens' Advisory and Housing Opportunity Committee shall function as a forum for public participation in the City's efforts to affirmatively further fair housing. Prior to the submission of the consolidated plan, the Committee shall discuss and recommend for Council adoption suggested methods of furthering fair housing. As part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of the program performance throughout the program year.

Public comments or complaints regarding the consolidated plan, substantial amendments to the Plan, the Performance Report, or the Citizen Participation Plan should be submitted in writing to the Community Development Director, City of Porterville, 291 N. Main Street, Porterville CA 93257. If a public hearing is held, comments should be submitted within fifteen (15) working days from the date of the public hearing. A timely, substantive written response will be provided by the City within fifteen (15) working days. If the response is unsatisfactory, correspondence may then be addressed directly to: Martha A. Flores, Mayor, City of Porterville, 291 N. Main Street, Porterville, CA 93257. Ms. Flores shall respond within fifteen (15) working days. If the citizen is still dissatisfied, he/she should write to the U.S. Department of Housing and Urban Development Area Office, 1 Sansome Street, Suite 1200, San Francisco, CA 94104, and requesting investigation of the issue. Program staff will also be available during normal business hours to respond to citizen inquiries.

CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN
PARTICIPATION PLAN

TECHNICAL ASSISTANCE

Citizen organizations, non-profit organizations, and groups of low/moderate income persons or target area residents may propose their own specific program(s). The proposal for a specific program should include the program's design, its budget, and the scope of proposed activities. Also, the proposal should identify the specific individuals anticipated to carry out activities and provide a summary of their experience and training.

Technical assistance which may be provided by City staff is limited to proposals that are considered eligible uses of CDBG funds, and not intended to assist citizen organizations, non-profit organizations, and groups of low/moderate income persons or target area residents applying for funding from other grant sources. The Citizens' Advisory and Housing Opportunity Committee may direct staff to provide technical assistance that may consist of staff or local expert presentations, informational handouts, research of a specific issue, or other short-term efforts.

PUBLIC INFORMATION

The City will also undertake the following public information efforts to promote citizen participation:

- The public noticing pertaining to the community meetings, Council work session and public hearing are published in both English and Spanish. Public notices of all public hearings will be published in the *Porterville Recorder* and *Noticiero Semanal* at least ten (10) days before the scheduled hearing and fifteen (15) days prior to the final public hearing. These notices will indicate the date, time, location, and topics to be considered. Upon notification, arrangements will be made by the City to accommodate persons with disabilities. The public notices also will be made available in the form of press releases and as a public service announcement to local radio stations. Public hearing notices will indicate that summary statements of projected use of CDBG and/or HOME funds will be available in Spanish, the predominant non-English language spoke within the city. Additionally efforts will be made by providing notices to our local non-profit partners to share and publish for public viewing, and publishing on the City website which includes the Agenda and meeting minutes.
- Notices will also be published in the *Porterville Recorder* to notify the public of the period, not less than thirty (30) days (or 5 days as applicable) for the consolidated plan or substantial amendments to the plan, or fifteen (15) days (or 5 days as applicable) for the performance report, in which to receive comments from citizens before submission of the plan or report to HUD. All notices will include information that complete copies of the proposed plan or report will be available for public review at City Hall (291 N. Main Street) ~~or at the City Library (41 W. Thurman Avenue)~~. A reasonable number of free copies of the plan or report will be provided to citizens and groups that request it.
- Orientation information will be provided at the first public hearing conducted by the Citizens' Advisory and Housing Opportunity Committee. City staff will make a presentation which covers: the total amount of funds available and the basis for award; the range of eligible activities and those previously funded in the community; the planning process and the schedule of meetings and hearings, the role of citizens in the program, a summary of other important program requirements, such as: environmental policies, fair housing provisions, and contracting procedures. Some of these topics will be covered in written materials.
- A public file containing program documentation for the preceding five (5) years will be available for review at City Hall during normal business hours. Included will be copies of the Consolidated Plan, Environmental Review Record, the Citizen Participation Plan, and the

CITY OF PORTERVILLE
CITIZENS' ADVISORY AND HOUSING OPPORTUNITY COMMITTEE CITIZEN
PARTICIPATION PLAN

Consolidated Annual Performance Evaluation Report. Other program documents are also available for citizen review on request at City Hall, consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality. Upon request, materials will be made available in a form accessible to persons with disabilities.

**PROPOSED SUBSTANTIAL AMENDMENT TO
THE 5-YEAR CONSOLIDATED PLAN (2015/16-2019/20), CITIZENS
PARTICIPATION PLANS, AND (2019/20 AND 2020/21) ANNUAL ACTION PLANS**

A. EXECUTIVE SUMMARY

On March 27, 2020, Congress passed the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136) to directly address the impacts of the Novel Coronavirus and COVID-19. As part of the CARES Act, Congress appropriated \$5 billion to the U.S. Department of Housing and Urban Development (HUD) for allocation to cities and states through the Community Development Block Grant (CDBG) program. The \$5 billion is to be released in three tranches:

- \$2 billion will be distributed based on the FY20 allocation formula to entitlement, state, and insular area grantees
- \$1 billion will be distributed to states and insular areas "based on public health needs, risk of transmission of coronavirus, number of coronavirus cases compared to the national average, and economic and housing market disruptions, and other factors".
- \$2 billion will be distributed "directly to the State or unit of general local government, at the discretion of the Secretary, according to a formula based on factors to be determined by the Secretary, prioritizing risk of transmission of coronavirus, number of coronavirus cases compared to the national average, and economic and housing market disruptions resulting from coronavirus".

The City of Porterville as an Entitlement City is expected to receive \$498,098 in CDBG-CV funds in the first tranche. It is unknown how much, if any, will be received in the following tranches. In addition to the funding, Porterville can request waivers and flexibilities for the CDBG programs.

The City of Porterville is amending its 2019 and 2020 Annual Action Plan to include the CDBG-CV funding and amend its Citizen Participation Plan to include a five (5) day comment period. In accordance with 24 CFR 91.05(c)(2) and subpart B of the federal regulations relative to citizen participation for Community Planning and Development Programs and applicable waivers which have been made available to those requirements through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) staff has submitted the regulatory waivers to HUD, which HUD has acknowledged.

B. CITIZEN PARTICIPATION

On June 2, 2020, an in-person and/or virtual Public Hearing will be held and streamed at 6:30 PM., in the Council Chambers, 291 N. Main Street and via the City's YouTube channel: <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>.

Comments to the Substantial Amendment may be submitted, before the meeting via email to CouncilMeetingComments@ci.porterville.ca.us. Members of the public are encouraged to submit comments prior to 6:30 p.m., Tuesday, June 2, 2020, to participate in said meeting. Staff will periodically check for any emails that may have been submitted after 6:30 p.m.; however, it is not

guaranteed that those emails will be read prior to Council action. The comments read during the Council meeting will be incorporated into the official record.

C. PUBLIC COMMENTS

In accordance with the amendment to the current Citizen Participation Plan that is running concurrently, the City of Porterville must publish the documents for no less than five calendar days for public comment before it is submitted to the U. S. Department of Housing and Urban Development (HUD).

The public notice was published in English and Spanish announcing the five (5) day comment and review period through the close of business Tuesday, June 2, 2020.

D. WAIVERS and FLEXIBILITIES

The CDBG waivers that are available include:

- Extension of the submission of the FY19 and FY20 ConPlan/Action Plans through **August 16, 2021.**
- Suspension of the 15% expenditure cap on public services
- Allowance of a 5-day Public Hearing Notice/comment period
- Allowance of Virtual Meetings in lieu of in-person public hearings;
- Extends the CAPER due date from 90 days to 180 days after the close of a jurisdiction's program year.
- Additional program waivers may be available and would need to be requested on a case by case basis by the City, when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

HUD has received and accepted the City's notification for intent to use all waivers and flexibilities.

*A list of CDBG-CV Eligible Activities to **PREVENT, PREPARE FOR, and RESPOND TO** Covid-19 is included as attachment 1.*

E. PROPOSED ACTIVITY DETAIL

ACTIVITY ELIGIBILITY:

- **Activity must be directly related to Covid-19 (Prevention, preparation for, or in response to)**
- Must be a new activity or increase in services
- Grant funds may not be used to pay costs if another source of financial assistance is available to pay that cost (Duplication of services)
- Must be an eligible CDBG activity that:
 - Meets a National Objective;

- Serves Low/Mod Income households (LMI) (a minimum of 70% of the funding must benefit LMI Households)

Based on the eligible uses and need, the proposed use for the CDBG-CV funding is for Economic Development in the City of Porterville to help businesses affected by COVID-19 and to administer the program. A full budget is available in the Substantial Amendment.

Summary of 2019-20 Projected Additional Action Plan Funding

Revenue/Funding Description	Revenue 2019-2020	Proposed Expense	If Needed and Available	Total
	\$799,516			\$799,516
CDBG-CV Economic Development: BAP-CV		\$489,098	\$815,116	
CDBG Business Assistance Revolving Loan Fund		Up to \$235,992		
CDBG Business Assistance Program Income		Up to \$86,906		
Totals	\$799,516	\$811,996	\$815,116	\$799,516

Summary of 2020-21 Projected Additional Action Plan Funding

Revenue/Funding Description	Estimated 20-21 Revenue	If Needed and Available	
CDBG Business Assistance RL Fund	Carry Over FY 19	Carry Over from FY19	
CDBG Business Assistance Program Income	\$15,600	\$12,480	80% of BAP PI
Administration		\$3,120	20% of BAP PI
Totals	\$15,600	\$15,600	(Plus any carryover if available and needed)

Attachment 1: *Eligible CDBG-CV Activities to **PREVENT, PREPARE FOR, and RESPOND** to Covid-19*

Quick Guide to CDBG Eligible Activities to Support Coronavirus and Other Infectious Disease Response
REVISED April 6, 2020

Grantees should coordinate with local health authorities before undertaking any activity to support state or local pandemic response. Grantees may use Community Development Block Grant (CDBG) funds for a range of eligible activities that prevent and respond to the spread of infectious diseases such as the coronavirus.

Examples of Eligible Activities to Support Coronavirus and Other Infectious Disease Response

<i>For more information, refer to applicable sections of the Housing and Community Development Act of 1974 (for State CDBG Grantees) and CDBG regulations (for Entitlement CDBG grantees).</i>	
Buildings and Improvements, Including Public Facilities	
Acquisition, construction, reconstruction, or installation of public works, facilities, and site or other improvements. <i>See section 105(a)(2) (42 U.S.C. 5305(a)(2)); 24 CFR 570.201(c).</i>	Construct a facility for testing, diagnosis, or treatment.
	Rehabilitate a community facility to establish an infectious disease treatment clinic.
	Acquire and rehabilitate, or construct, a group living facility that may be used to centralize patients undergoing treatment.
Rehabilitation of buildings and improvements (including interim assistance). <i>See section 105(a)(4) (42 U.S.C. 5305(a)(4)); 24 CFR 570.201(f); 570.202(b).</i>	Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic, e.g., by replacing the HVAC system.
	Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery.
	Make interim improvements to private properties to enable an individual patient to remain quarantined on a temporary basis.
Assistance to Businesses, including Special Economic Development Assistance	
Provision of assistance to private, for-profit entities, when appropriate to carry out an economic development project. <i>See section 105(a)(17) (42 U.S.C. 5305(a)(17)); 24 CFR 570.203(b).</i>	Provide grants or loans to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease.
	Avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons.
Provision of assistance to microenterprises. <i>See section 105(a)(22) (42 U.S.C. 5305(a)(22)); 24 CFR 570.201(o).</i>	Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.

Provision of New or Quantifiably Increased Public Services	
Following enactment of the CARES Act¹, the public services cap² has no effect on CDBG-CV grants and no effect on FY 2019 and 2020 CDBG grant funds used for coronavirus efforts. <i>See section 105(a)(8) (42 U.S.C. 5305(a)(8)); 24 CFR 570.201(e).</i>	Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.
	Provide testing, diagnosis or other services at a fixed or mobile location.
	Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities.
	Provide equipment, supplies, and materials necessary to carry-out a public service.
	Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.
Planning, Capacity Building, and Technical Assistance	
States only: planning grants and planning only grants. <i>See section 105(a)(12).</i>	Grant funds to units of general local government may be used for planning activities in conjunction with an activity, they may also be used for planning only as an activity. These activities must meet or demonstrate that they would meet a national objective. These activities are subject to the State's 20 percent administration, planning and technical assistance cap.
States only: use a part of to support TA and capacity building. <i>See section 106(d)(5) (42 U.S.C. 5306(d)(5)).</i>	Grant funds to units of general local government to hire technical assistance providers to deliver CDBG training to new subrecipients and local government departments that are administering CDBG funds for the first time to assist with infectious disease response. This activity is subject to the State's 3 percent administration, planning and technical assistance cap.
Entitlement only: data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans. <i>See 24 CFR 570.205.</i>	Gather data and develop non-project specific emergency infectious disease response plans.

Planning Considerations

Infectious disease response conditions rapidly evolve and may require changes to the planned use of funds:

- CDBG grantees must amend their Consolidated Annual Action Plan (Con Plan) when there is a change to the allocation priorities or method of distribution of funds; an addition of an activity not described in the plan; or a change to the purpose, scope, location, or beneficiaries of an activity (24 CFR 91.505).
- If the changes meet the criteria for a "substantial amendment" in the grantee's citizen participation plan, the grantee must follow its citizen participation process for amendments (24 CFR 91.105 and 91.115).
- Under the CARES Act, CDBG grantees may amend citizen participation and Con Plans concurrently in order to establish and implement expedited procedures with a comment period of no less than 5-days.

Resources

The Department has technical assistance providers that may be available to assist grantees in their implementation of CDBG funds for activities to prevent or respond to the spread of infectious disease. Please contact your local CPD Field Office Director to request technical assistance from HUD staff or a TA provider.

- Submit your questions to: CPDQuestionsAnswered@hud.gov
- Coronavirus (COVID-19) Information and Resources: <https://www.hud.gov/coronavirus>
- CPD Program Guidance and Training: <https://www.hudexchange.info/program-support/>

¹ On March 27, 2020, President Trump approved the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act). The CARES Act makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

² Section 105(a)(8) of the HCD Act caps public service activities at 15 percent of most CDBG grants. Some grantees have a different percentage cap.

<https://files.hudexchange.info/resources/documents/Quick-Guide-CDBG-Infectious-Disease-Response.pdf>

Summary of 2019-20 Projected Additional Action Plan Funding

Revenue/Funding Description	Revenue 2019-2020	Proposed Expense	If Needed and Available	Total
	\$799,516			\$799,516
CDBG-CV Economic Development : BAP-CV		\$489,098	\$815,116	
CDBG Business Assistance Revolving Loan Fund		up to \$235,992		
CDBG Business Assistance Program Income		up to \$86,906		
Totals	\$799,516	\$811,996	\$815,116	\$799,516

Summary of 2020-21 Projected Additional Action Plan Funding

Revenue/Funding Description	Estimated 20-21 Revenue	If Needed and Available
CDBG Business Assistnace RL Fund	Carry Over FY 19	Carry Over from FY19
CDBG Business Assistnace Program Income	\$15,600	\$12,480
Administration		\$3,120
Totals	\$15,600	\$15,600

80% of BAP PI

20% of BAP PI

(Plus any carryover if available and needed)

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING THE AMENDED 5-YEAR CONSOLIDATED PLAN
(2015/16-2019/20), CITIZENS PARTICIPATION PLANS, AND (2019/20 AND 2020/21)
ANNUAL ACTION PLANS

BE IT HEREBY RESOLVED, that the City Council of the City of Porterville does hereby approve the Amended 5-Year Consolidated Plan (2015/16-2019/20), Citizens Participation Plans, and (2019/20 and 2020/21) Annual Action Plans and proposed use of Community Development Block Grant (CDBG) Entitlement and Program Income (PI) Funds and CDBG Coronavirus Funds (CDBG-CV) as follows:

FY 2019 – Original

Business Assistance (BAP-CV)	\$0
CDBG Business Assistance	\$235,992
CDBG Business Assistance PI	\$86,906

FY 2019 – Amendment

Business Assistance (BAP-CV)	\$489,098	
	up to \$235,992	(only if available and needed)
	up to \$86,906	(only if available and needed)
Total	up to \$811,996	

FY 2020 – Original

Business Assistance (BAP-CV)	\$0	
CDBG Business Assistance PI	Est. \$12,480	(or 80% of PI received)

FY 2020 – Amendment

Business Assistance (BAP-CV)	Est. \$12,480	(or 80% of PI received) (only if available and needed)
------------------------------	---------------	---

PASSED, APPROVED AND ADOPTED this 2nd day of June, 2020.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Second Reading - Ordinance No. 1870 - Repealing and Replacing Series 400 of the Porterville Development Code

SOURCE: Administrative Services

COMMENT: Ordinance No. 1870, An Ordinance of the City Council of the City of Porterville repealing and replacing Series 400 of the Porterville Developmental Code to correct inconsistencies and ambiguities, was given first reading on May 19, 2020, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance 1870, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance 1870

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1870

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
REPEALING AND REPLACING SERIES 400 OF THE PORTERVILLE
DEVELOPMENT CODE TO CORRECT INCONSISTENCIES AND
AMBIGUITIES**

WHEREAS: Implementation of the Development Code has made apparent a series of inconsistencies or ambiguities within Series 400, Land Divisions. As a result, there is a need for adjustments to clarify Council's intent; and

WHEREAS: On May 19, 2020, the City Council held a public hearing to receive comments on the proposed amendments; and

WHEREAS: Pursuant to State and local environmental regulations, the proposed modifications serve to provide greater clarity to uses as identified in the Porterville 2030 General Plan, and the proposed ordinance is an implementation measure of the policies, goals and objectives of the Plan. The Environmental Coordinator made a determination on the basis of substantial evidence that no additional environmental review is necessary beyond the environmental review already considered for the General Plan and the Development Ordinance.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby repeal and replace Series 400 of Chapter 21 of the Porterville Municipal Code, commonly referred to as the Development Ordinance, as attached hereto as Exhibit A, and fully incorporated herein by reference.

This ordinance shall be in full force and effect thirty days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

Series 400: Land Divisions

Chapter 400 General Provisions

Sections:

400.01	Introductory Provisions
400.02	General Responsibilities
400.03	Appeals
400.04	Grounds for Denial
400.05	Authority to Vary Regulations
400.06	Maps Required

400.01 Introductory Provisions

Citation and Authority. This Series is enacted pursuant to the provisions of Division 2 of Title 7 of the Government Code of the State of California, referred to herein as the “Subdivision Map Act.”

Purpose. Series 400, Land Divisions, is adopted to preserve, protect and promote the public health, safety, convenience, prosperity and general welfare. More specifically, this Series is adopted in order to achieve the following objectives:

- (1) To aid in the implementation of the General Plan, and elements thereof, as adopted by the City Council.
- (2) To provide lots of sufficient size and appropriate design for the purposes for which they are to be used.
- (3) To provide streets of adequate capacity for the anticipated traffic which would utilize them, and to ensure that they are designed to promote a safe vehicular and pedestrian traffic circulation system.
- (4) To accommodate new development in a manner which will preserve and enhance the city’s living environment.
- (5) To provide for water supply, sewage disposal, storm drainage, and other utilities and facilities which are required by conditions of an urban environment.
- (6) To ensure that the costs of providing rights-of-way, street improvements, utilities and public areas and facilities needed to service new developments are borne fairly and equitably by the subdivider, rather than by property owners of the city at large.

Scope. Series 400, Land Divisions, is enacted for the purpose of regulating subdivision of land in accordance with the Subdivision Map Act of the State of California, and any future

amendments thereto, and repeals all other regulations of the City of Porterville in conflict with this Series; provided, however, that such repeal shall not affect any agreement, contract, or bond executed pursuant to such regulations or any rights of action accruing thereunder. The regulations contained in this Series shall apply to all subdivisions and parcel maps or parts of subdivisions and parcel maps hereafter made entirely or partially within the City of Porterville. The provisions of this Series shall be in addition to and shall be considered as supplemental to the provisions of the Subdivision Map Act of the State of California, as now in effect or hereinafter amended.

Exclusions. These standards shall not apply to those divisions of land excluded by Section 66412 of the Subdivision Map Act.

400.02 General Responsibilities

City Attorney. The City Attorney shall be responsible for approving as to form all subdivision improvement agreements and improvement securities.

City Council. The City Council shall review and approve, conditionally approve or disapprove tentative and final subdivision maps and parcel maps when the parcel map is in coordination with a discretionary permit and/or multi-application projects. The City Council shall have final jurisdiction in the approval of reversions to acreage, final maps, improvement agreements, and the acceptance by the city of lands and/or improvements as may be proposed for dedication to the city for final maps. The City Council shall act as the final appeal board for hearing appeals of the approval, conditional approval or disapproval for parcel maps.

Engineering and Project Management Director or City Engineer. The Engineering and Project Management Director, City Engineer or their designee shall be responsible for:

- (1) Establishing design and construction details, standards and specifications;
- (2) Determining if proposed subdivision improvements comply with the provisions of this Series and the Subdivision Map Act and for reporting the findings together with any recommendations for approval, or conditional approval, of the tentative map to the Zoning Administrator for tentative subdivision maps and parcel maps.
- (3) The processing of final maps, reversion to acreage maps and amended maps; the processing and approval of subdivision improvement plans, lot line adjustments, mergers, and certificates of compliance. In the case where signatures are required, it shall be provided by the appropriately authorized individual.
- (4) Examining and stating that final maps are in substantial conformance with the approved tentative map.
- (5) The inspection and approval of subdivision improvements.
- (6) As authorized by the City Council, accept the dedication of streets, alleys, including access rights and abutter's rights, drainage easements, parks, and other easements and parcels of land intended for public use.
- (7) The collection of all required deposits and fees.

- (8) The Engineering and Project Management Director or designee(s) authorized to sign on behalf of the City as the City Engineer or City Surveyor, pursuant to the Professional Engineer's Act (Chapter 7 [commencing with Section 6700] of Division 3 of the Business and Professions Code).

Zoning Administrator. The Zoning Administrator, or designee, shall be responsible for design analysis for conformity with the General Plan and this Ordinance; for the environmental impact of the subdivision design; and for the expedient processing of subdivision maps, parcel maps, and reports, as provided herein.

Project Review Committee. The Project Review Committee shall be responsible for reviewing and commenting on preliminary maps that show the general characteristics of the proposed subdivision.

Parcel Map Committee. The Parcel Map Committee shall have the authority to approve, conditionally approve, or deny tentative parcel maps. The Parcel Map Committee may impose conditions upon a tentative map, as appropriate, to determine compliance with general engineering or surveying practices in compliance with adopted policies and ordinances. The Parcel Map Committee shall be the advisory committee to the City Council for tentative parcel maps requiring concurrent processing consistent with Section 601.04(c).

Subdivider. The subdivider shall prepare maps consistent with the standards contained herein, and design public improvements consistent with the public improvement standards of the City of Porterville. The subdivider shall process said maps in accordance with the regulations set forth herein.

400.03 Appeals

The subdivider or any interested person adversely affected may appeal any decision, determination or requirement of the Engineering and Project Management Director, Zoning Administrator, or Parcel Map Committee consistent with the provisions of Chapter 612, Appeals.

When the Parcel Map Committee has acted on an application for an exception, in accordance with the provisions of this Series, any interested person may file an appeal to the City Clerk pursuant to the procedures and within the time limits set forth in Chapter 612, Appeals. City Council decisions are final upon adoption of the resolution.

400.04 Grounds for Denial

A tentative map or parcel map shall be denied approval or conditional approval in the event any one (1) of the following findings is found to prevail by the approving body:

- (1) That the proposed map is not consistent with applicable general and specific plans.
- (2) That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
- (3) That the site is not physically suitable for the type of development.
- (4) That the site is not physically suitable for the proposed density of development.

- (5) That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- (6) That the design of the subdivision or type of improvements is likely to cause serious public health problems.
- (7) That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

400.05 Authority to Vary Regulations

The Parcel Map Committee/City Council, with respect to tentative parcel maps and tentative subdivision maps, respectively, can modify any of the requirements and regulations set forth in this Series as it pertains to lot design, subject to the approval of a conditional use permit. Variation of regulations is applicable when there are natural features such as topographic constraints and soils conditions that may warrant modified standards. Application for any such modification shall be made in writing by the subdivider in the form of a conditional use permit application, stating fully the grounds of the application and the facts relied upon by the subdivider. Such application shall be filed with the tentative map of the proposed land division. If in the opinion of the Zoning Administrator and Engineering and Project Management Director/City Engineer the on- and/or off-site improvements, phasing and/or type of improvements necessitate it, a development agreement may be required between the City and the subdivider. In order for the property referred to in the application to come within the provisions of this section, it shall be necessary that the City Council or Parcel Map Committee find the following facts with respect thereto:

- (1) There are special circumstances or conditions affecting the property that make it impractical to conform to all of the provisions prescribed by this Series provided, however, that no exceptions may be granted to any requirements imposed by the Subdivision Map Act or any other applicable provision of State law;
- (2) That the modification is necessary for the preservation and enjoyment of a substantial property right of the petitioner;
- (3) That the granting of the modification will not be detrimental to the public welfare or injurious to other property in the territory in which such property is situated;
- (4) That the exception is appropriate for the proper design and/or function of the subdivision; and
- (5) That the granting of the exception is consistent with the General Plan.

Exception to Conditional Use Permit Requirement. As it pertains to tentative parcel maps and tentative subdivision maps, exceptions to regulations pertaining to lot depth, reverse corner lots, street length and width, and double frontage lots or for minor exceptions as determined by the Zoning Administrator, shall be processed with the tentative map and shall not be subject to a conditional use permit per the above section (a). Exceptions from additional subdivision design standards and/or standards pertaining to the lot design within particular zones shall be subject to the approval of a conditional use permit.

- (1) **Action on Exceptions.** In the event that the proposed exceptions represent more than exceptions from lot depth, reverse corner lots, street length, and double frontage lots, the City Council shall approve, conditionally approve or disapprove the application for a conditional use permit pertaining to a tentative map in a public hearing held concurrently with the proposed tentative map. The Parcel Map Committee shall consider the exceptions not subject to a conditional use permit during the public hearing at which it considers the tentative parcel map.
- (2) **Appeals.** When the Parcel Map Committee has acted on an application for an exception, in accordance with the provisions of this article, any interested person may appeal to the City Clerk pursuant to the procedures and within the time limits set forth in Chapter 612. City Council decisions are final upon adoption of the resolution.

400.06 Maps Required

General. The necessity for tentative maps (Chapter 402), or vesting tentative maps (Chapter 403), final maps (Chapter 404), and parcel maps (Chapter 405) shall be governed by the provisions of this Series. A designated remainder lot shall not be counted as a parcel for the purpose of determining whether a parcel or final map is required.

Final Map. A tentative or vesting tentative and final map shall be required for all divisions of land creating five (5) or more parcels, five (5) or more condominiums as defined in Section 783 of the State Civil Code, a community apartment project containing five (5) or more parcels, or for the conversion of a dwelling to a stock cooperative containing five (5) or more dwelling units, except where:

- (1) The land before division contains less than five (5) acres, each parcel created by the division abuts upon a maintained public street or highway and no dedications or improvements are required by the legislative body; or
- (2) Each parcel created by the division has a gross area of twenty (20) acres or more and has an approved access to a maintained public street or highway; or
- (3) The land consists of a parcel or parcels of land having approved access to a public street or highway which comprises part of a tract of land zoned for industrial or commercial development, and which has the approval of the governing body as to street alignments and widths; or
- (4) Each parcel created by the division has a gross area of not less than 40 acres or is not less than one quarter of a quarter section.

- (5) The land being subdivided is solely for the creation of an environmental subdivision pursuant to Section 66418.2 of the Subdivision Map Act.
- (6) The subdivisions described in paragraphs (1), (2), (3), (4) or (5) shall require a parcel map.

Parcel Map. A tentative map, vesting tentative map, and parcel map shall be required for all divisions of land into four (4) or fewer parcels, and for divisions of land into five (5) or more parcels that are classified as a parcel map in subsection (b) above, except that a tentative map and parcel map shall not be required for:

- (1) ***Right-of-Way Subdivisions.*** Subdivisions of a portion of the operating right-of-way of a railroad corporation, defined by Section 230 of the Public Utilities Code that are created by short-term leases terminable by either party on not more than 30 days' notice in writing.
- (2) ***Conveyances.*** Land conveyed to or from a governmental agency, public entity or public utility, or for land conveyed to a subsidiary of a public utility for conveyance to the public utility for rights-of-way, unless a showing is made in individual cases, upon substantial evidence, that public policy necessitates a parcel map.
- (3) ***Lot Line Adjustments.*** Lot line adjustments that meet the requirements of Section 406.03, Lot Line Adjustments.

Chapter 401 Preliminary Map

Sections:

- 401.01 Form of Preliminary Map
- 401.02 Project Review Committee

401.01 Form of Preliminary Map

Prior to the filing of a map, the subdivider may submit to the Zoning Administrator an application for Project Review Committee and nine (9) copies of a preliminary map to indicate the essential characteristics of the subdivision. The preliminary map shall be of the same size and scale as that required by this Series for tentative maps, and shall contain the following minimum information:

- (1) Key map showing adjacent property, subdivisions and roads or streets, proposed street in the subdivision, and other development that would affect the subdivision.
- (2) Name and address of the owner of record, subdivider and engineer or surveyor.
- (3) Date, north point and scale showing the general topography contours and features.
- (4) Approximate location and widths of proposed and existing street rights-of-way.
- (5) Approximate location, average size, and number of lots.
- (6) Approximate acreage of proposed tract.
- (7) The intended land use and information on utilities, sanitary sewers, drainage, water and other improvements.

401.02 Project Review Committee.

The Zoning Administrator will schedule a meeting of the Project Review Committee, in compliance with Chapter 601.03, with the subdivider on the preliminary map. The Project Review Committee will make such general recommendations to the subdivider as shall seem proper regarding such preliminary map and shall recommend consultations by the subdivider with such other public or private agencies as it shall designate. The Project Review Committee shall furnish written copies of its recommendations to the subdivider and to all other public or private agencies which may be interested.

This page intentionally left blank

Chapter 402 Tentative Maps

Sections:

- 402.01 Map Filing Procedure and Requirements
- 402.02 Form of Map and Content
- 402.03 Expiration of Maps and Extensions of Time

402.01 Map Filing Procedure and Requirements

The subdivider shall file with the Zoning Administrator nine (9) copies, one (1) photo-ready master (11" X 17" maximum) and one (1) copy of the owner's statement (if not included on the tentative map), all in accordance with the requirement of this Series, of each proposed subdivision. Said tentative map shall be accompanied with filing fees per resolution adopted by the City Council. The Zoning Administrator shall indicate upon all copies of the tentative map and accompanying data the date of filing, which shall be the date on which all required maps, masters, and accompanying data are deposited in the office of the Zoning Administrator. The Zoning Administrator may refuse to accept a tentative map submittal which fails to comply with the requirements of this Series.

Department Review and Referral

- (1) **Determination of Complete Application.** Not later than thirty (30) days after receipt of an application for a tentative map approval, the Zoning Administrator shall determine in writing whether such application is complete, and shall immediately transmit such determination to the applicant for the tentative map. In the event that the application is determined not to be complete, the Zoning Administrator's determination shall identify those parts of the application which are complete, and shall specify those parts of the application which are incomplete, and shall indicate the manner in which they can be made complete. Zoning Administrator may, in the course of processing the application, request the applicant to clarify, amplify, correct, or otherwise supplement the information required for the application.
- (2) **Referral.** Within ten (10) days of acceptance of a tentative map of a subdivision, the Zoning Administrator shall transmit the requested number of copies of such map, together with accompanying data, to such public agencies and utilities as may be concerned. Each of the public agencies and utilities may, within fifteen (15) days after distribution of the tentative map, forward to the Zoning Administrator a written report of their findings and recommendations thereon. The Zoning Administrator shall prepare a written report on the conformity of the tentative map to the provisions of the General Plan, the Development Ordinance, and all other applicable requirements of this and other ordinances and regulations of the City of Porterville. Such public agencies and utilities include, but are not limited to:
 - a. City Engineer or the Engineering and Project Management Director;
 - b. Chief Building Official;
 - c. Police Department;

- d. Fire Department;
- e. Field Services Director;
- f. Office of Intergovernmental Management as required by the Government Code;
- g. Southern California Edison or other affected electric company;
- h. The Gas Company or other affected gas company;
- i. Telephone company or other affected phone company;
- j. Cable TV companies affected;
- k. School Districts as required by Section 66455.7 of the Map Act;
- l. Water supplier that is or may become a public water system as required by Section 66455.3 of the Map Act; and
- m. Affected owner of irrigation ditches or canals, and any other public agency or public utility affect by the subdivision.

Consideration of Tentative Maps. The Zoning Administrator shall prepare a written report on the conformity of the tentative map to the provisions of the General Plan and all other applicable requirements of this and other ordinances and regulations of the City of Porterville. The report shall include a recommendation for action, including any requirements or conditions deemed necessary to ensure that the map will comply with the General Plan and any applicable city regulations. The Engineering and Project Management Director/City Engineer shall prepare a written report of recommendations on the tentative map in relation to the public improvement requirements of this chapter and the provisions of the Map Act.

Notification Procedures for Public Hearings. Notice of the time and place of any public hearing shall be given in conformance with the provisions of Section 601.05, Public Notification.

Action. Within the timeframes established in the Permit Streamlining Act, the City Council shall act on the tentative map for subdivisions and the Parcel Map Committee shall act on tentative parcel maps, unless an extension is agreed upon by the subdivider as provided for in the Permit Streamlining Act. If the City Council/Parcel Map Committee find that the proposed map complies with the requirements of this chapter and the Map Act, it shall approve the map. If the City Council/Parcel Map Committee finds that the proposed map does not meet the requirements of this chapter and the Map Act, it shall conditionally approve or disapprove such map.

Notice of Action. Within ten (10) days following the action by the City Council or Parcel Map Committee, as appropriate, the Zoning Administrator shall transmit a letter containing the record pertaining to such action to the party submitting the tentative map. Upon approval, the tentative shall be so marked and all conditions of approval and required dedications and improvements clearly specified on or with the map. Copies of the approved tentative map shall be filed with the Zoning Administrator and the City Engineer.

402.02 Form of Map and Content.

The subdivider shall cause the tentative map of the land proposed to be subdivided to be prepared by a registered civil engineer or a licensed land surveyor. The size of each sheet shall be eighteen by twenty-six inches (18" X 26"). The tentative map shall be legibly drawn, in pencil or ink, and shall use a decimal or an engineer's scale of not less than one inch equals one hundred feet (1" = 100'), or as approved by the Zoning Administrator.

The tentative map shall clearly show the following information:

- (1) The tract name or number, date, north point, scale and sufficient description to define the location and boundaries of the proposed tract.
- (2) Names, addresses, and phone numbers of record owner(s), subdivider, and engineer or surveyor.
- (3) Partial legal description (1/4 section, township/range).
- (4) The tentative map shall include enough sheets to show details at the scale of the map. The number of the sheet and the total number of sheets comprising the tentative map shall be stated on each of the sheets and its relation to each adjoining sheet shall be clearly shown.
- (5) Location, names, present right-of-way and physical dimension, and approximate grades of adjacent roads, streets, highways or ways, names and dimensions of abutting subdivisions and properties.
- (6) The locations, names, and widths of all streets in the proposed subdivision.
- (7) Radius of each curve (in accordance with Section 407.03, Design and Construction Standards).
- (8) Typical cross sections of any non-standard streets.
- (9) The outline of any existing buildings and their locations in relation to existing or proposed street and lot lines. The location of existing wells and sewage disposal facilities and the proposed disposition of same.
- (10) Contour lines shall be shown with the following intervals (Development within the Hillside Zone shall comply with Chapter 501, Hillside Zone Overlay District):
 - a. One (1) foot contour interval for ground slopes between level and five (5) percent.
 - b. Five (5) foot contour intervals for ground slopes exceeding five (5) percent.
- (11) The approximate widths, location and purpose of all existing or proposed easements.
- (12) Approximate lot layout and approximate dimensions of each lot, and each to be numbered.
- (13) The area of the subdivision in gross area and net area (excluding streets and other proposed public uses).
- (14) Approximate location of all areas subject to inundation or storm water overflow and the location, width, grade and direction of flow of all watercourses and the location of all floodplain lines.

- (15) Public areas proposed.
- (16) City limit lines.
- (17) Vicinity map showing the proposed subdivision and surrounding streets within one-fourth (1/4) mile radius of the proposed subdivision.
- (18) Location of trees to remain in place and landscaping proposed to remain in public right-of-way.
- (19) Show all proposed dedications and irrevocable offers of dedication.
- (20) The location and sizes of existing and proposed utility lines and structures.
- (21) The elevation of sewers at the proposed connection.
- (22) Any other drawings, data or information as deemed necessary by the Zoning Administrator and/or the City Engineer.
- (23) The Zoning Administrator may waive any of the above tentative map requirements if the location and nature of the proposed subdivision or existing documentation demonstrate that a waiver is justified.

Owner's Statement and Accompanying Data. Additional information relating to the subdivision which may not practicably be shown on the tentative map shall be contained in similar supplemental maps or written owner's statement which shall accompany the tentative map and include the following information. Any information that is engineering in nature shall be provided by a Civil Engineer.

- (1) Existing use or uses of the property, present zoning, and General Plan designation.
- (2) Proposed uses of the property indicating respective proportion of the total area of the subdivision represented by each.
- (3) General outline of proposed water system.
- (4) Provisions for sanitary sewage disposal and general outline of proposed system.
- (5) Plan for surface drainage and flood control and general outline of proposed system.
- (6) Proposed street improvements for sidewalk, curb and gutter, and paving of public ways, as required, indicating approximate location and dimensions of the proposed system.
- (7) If developed in increments, maps shall indicate approximate sequence of development.
- (8) Environmental Information Form.
- (9) Additional data and information, including fees, as may be required for the preparation and processing of environmental documents pursuant to the California Environmental Quality Act.
- (10) Any other data or reports deemed necessary by the Zoning Administrator and/or the City Engineer.

402.03 Expiration of Maps and Extensions of Time

Expiration. When a timely filing is made prior to expiration, subsequent actions of the City Council or Parcel Map Committee, as appropriate, including, but not limited to, processing, approval, and recordation, may lawfully occur after the date of expiration of the tentative map. Delivery to the City Engineer shall be deemed a timely filing for purposes of this section. The effective life of an approved tentative parcel map or tentative subdivision map shall comply with the provisions of Section 66463.5 and 66452.6 of the Map Act, respectively. The expiration of an approved or conditionally approved tentative map shall terminate all proceedings and no final map or parcel map of all or any portion of the real property included within the tentative map shall be filed with the City Council or Parcel Map Committee, as appropriate, without first processing a new tentative map.

Extension. Extensions for tentative parcel maps and tentative subdivision maps may be granted pursuant to the provisions of Section 66463.5 and 66452.6 of the Map Act, respectively. Upon application of the subdivider, prior to the expiration of the approved or conditionally approved tentative map, the time at which the map expires may be extended by the Parcel Map Committee or by the City Council.

- (1) ***Request for Extension.*** Prior to the expiration of an approved or conditionally approved tentative map, upon receipt of a written application by the subdivider to extend that map, the map shall automatically be extended for sixty (60) days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first. A written application to extend an approved or conditionally approved tentative map shall be submitted to the Zoning Administrator prior to expiration of the tentative map, who shall forward such to the City Council or Parcel Map Committee, as appropriate. If the Parcel Map Committee denies a subdivider's application for an extension, the subdivider may appeal, in writing, to the City Council within ten (10) days after the Parcel Map Committee has denied the extension.
- (2) ***Consideration of Extension Request.*** Consideration of an application for an extension of time shall be limited to the mandatory findings of significance contained in the original Parcel Map Committee conditions or City Council resolution which approved or conditionally approved the tentative map. If it can be reasonably demonstrated that any one (1) of the original mandatory findings of significance used to justify approval or conditional approval of the tentative map, as specified in the original resolution has changed to the extent it can be considered a cause for denial, then such request for extension may be denied.
- (3) ***Companion Permits.*** When a tentative map is approved or conditionally approved in conjunction with a Conditional Use Permit or other discretionary permit, such permit shall expire at the same time as the tentative map unless the permit states a different expiration date approved by the City Council. Extensions of time of tentative maps approved with companion Conditional Use Permits or other discretionary permits may also include extensions of time for such companion permits to exceed the maximum appropriate time limit permitted by this section.

This page intentionally left blank

Chapter 403 Vesting Tentative Maps

Section:

- 403.01 Vesting Tentative Maps
- 403.02 Vesting of Development Rights

403.01 Vesting Tentative Maps

Citation and Authority. This section is enacted pursuant to the authority granted by Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the Government Code of the State of California (hereinafter referred to as the vesting tentative map statute).

Purpose. It is the purpose of this section to establish procedures necessary for the implementation of the vesting tentative map statute, and to supplement the provisions of the Subdivision Map Act.

Consistency. No land shall be subdivided and developed pursuant to the vesting tentative map for any purpose which is inconsistent with the General Plan and any applicable specific plan, or not permitted by this Ordinance or other applicable provisions of the Municipal Code, which were in effect at the time the vesting tentative map was approved or conditionally approved.

Application.

- (1) Whenever a provision of the Map Act, as implemented and supplemented by this Series, requires the filing of a tentative map, a vesting tentative map may instead be filed, in accordance with the provisions hereof.
- (2) If a subdivider does not seek the rights conferred by the vesting tentative map statute, the filing of a vesting tentative map shall not be a prerequisite to any approval for any proposed subdivision, permit for construction, or work preparatory to construction.

Filing and Processing. A vesting tentative map shall be filed in the same form and have the same contents, accompanying data and reports and shall be processed in the same manner as set forth in this Series for a tentative map, except as hereinafter provided:

- (1) At the time a vesting tentative map is filed it shall have printed conspicuously on its face the words “vesting tentative map.”
- (2) At the time a vesting tentative map is filed, a subdivider may be required to supply the following information in addition to the requirements set forth in Section 402.02, Form of Map and Content:
 - a. Height, size, and location of buildings.
 - b. Geological studies.
 - c. Architectural plans.
 - d. Any other studies that are normally deferred to the building permit stage.

Expiration. The approval or conditional approval of a vesting tentative map shall expire at the end of the same time period, and shall be subject to the same extensions established by 402.03 Expiration of Maps and Extensions of Time for the expiration of the approval or conditional approval of a tentative map.

403.02 Vesting of Development Rights

Review Authority Action

- (1) The approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies and standards described in Government Code Section 66474.2. However, if Section 66474.2 of the Government Code is repealed, the approval or conditional approval of a vesting tentative map shall confer a vested right to proceed with development in substantial compliance with the ordinances, policies and standards in effect at the time the vesting tentative map is approved or conditionally approved.
- (2) Notwithstanding paragraph (1) above, a permit, approval, extension or entitlement may be made conditional or denied if any of the following are determined:
 - a. A failure to do so would place the residents of the subdivision or the immediate community, or both, in a condition dangerous to their health or safety, or both.
 - b. The condition or denial is required, in order to comply with state or federal law.

Time Limits and Extensions of Time on Vesting Tentative Maps. The rights referred to herein shall expire if a final map is not approved prior to the expiration of the vesting tentative map as provided below. If the final map is approved, these rights shall last for the following periods of time:

- (1) An initial time period of two (2) years. Where several final maps are recorded on various phases of a project covered by a single vesting tentative map, this initial time period shall begin for each phase when the final map for that phase is recorded.
- (2) The initial time period set forth in paragraph (1) above shall be automatically extended by any time used for processing a complete application for a grading permit or for design or architectural review, if such processing exceeds thirty (30) days, from the date a complete application is filed.
- (3) A subdivider may apply for a one (1) year extension at any time before the initial time period set forth in paragraph (1) above expires.
- (4) If the subdivider submits a complete application for a building permit during the periods of time specified in paragraphs (1), (2), and (3) above, the rights referred to herein shall continue until the expiration of that period, or any extension of that permit.

Development Inconsistent with Zoning Conditional Approval

- (1) Whenever a subdivider files a vesting tentative map for a subdivision whose intended development is inconsistent with this Ordinance, that inconsistency shall be noted on the map. The city may deny such a vesting tentative map or approve it conditioned on the subdivider/applicant obtaining the necessary change in the Ordinance to eliminate the inconsistency. If the change in the Ordinance is obtained, the approved or conditionally approved vesting tentative map shall, notwithstanding subsection (a)(1) above, confer the vested right to proceed with the development in substantial compliance with the change in the Ordinance and the map, as approved.
- (2) The rights conferred by this subdivision shall be for the time periods set forth in subsection (b) above.

Applications Inconsistent with Current Policies. Notwithstanding any provision of this section, the applicant may seek approvals or permits for development which depart from the ordinances, policies and standards and local agencies may grant these approvals or issue these permits to the extent that the departures are authorized under applicable law.

This page intentionally left blank

Chapter 404 Final Maps

Section:

- 404.01 Filing Final Map
- 404.02 Form of Map and Content
- 404.03 Approvals

404.01 Filing Final Map.

Within the time limit designated in Section 402.03, Expiration of Maps and Extensions of Time, and upon the accomplishment of all dedication by certification on the map and required construction of all public improvements, or the execution of an agreement and provision of surety providing therefore and the payment of all applicable fees and charges, the applicant may file with the City Engineer, who shall approve, a final map which shall substantially conform to the approved tentative map and all applicable provisions of the Map Act. The appropriate statements as provided by the applicant in accordance with the provisions of the Map Act, shall be signed by the City Engineer upon the final map; and the final map shall be transmitted to the Clerk of the County Board of Supervisors for ultimate transmittal to the county recorder.

- (1) ***Multiple Final Maps.*** Multiple final maps may be filed if the subdivider informs the Zoning Administrator in writing of his or her intention to file multiple final maps, at the time the tentative map is filed or, if the Zoning Administrator and the subdivider concur to the filing of multiple final maps after the filing of the tentative map.
- (2) ***Effect of Multiple Final Maps.*** The filing of a final map on a portion of an approved or conditionally approved tentative map shall not invalidate any part of the requirements to provide for the construction of improvements as required to constitute a logical and orderly development of the whole subdivision.

The subdivider shall file three (3) copies of the final map and required accompanying data with the City Engineer. The said final map shall be accompanied by filing fees as specified in the comprehensive fee schedule. When a final map is submitted to the City Engineer in accordance with this Series, it shall be accompanied by the following documents:

- (1) ***Improvement Plans.*** The original detailed plans, cross sections and profiles of all improvements proposed to be installed as required by the provisions of this Series, and of all other improvements proposed to be installed by the subdivider in, on, over, or under any street, right-of-way, easement or parcel of land dedicated by the map or previously dedicated, including the estimated cost thereof, shall be filed with the City Engineer or Engineering and Project Management Director for their approval and signature. All such plans shall be prepared in accordance with the requirements of the City Engineer or Engineering and Project Management Director. Plan sheets shall be twenty-four inches by thirty-six inches (24" X 36") and a plan and profile drawn to a scale of one inch equals fifty feet (1" = 50'), or an appropriate scale previously approved by the City Engineer.

- (2) **Traverse Sheets.** Calculation and traverse sheets in a form approved by the City Engineer giving bearings and distances, coordinates, error of closure and areas within the boundary of the subdivision and blocks and lots therein shown on the final map.
- (3) **Design Data.** Design data, assumptions and computations for proper analysis in accordance with sound engineering practice.
- (4) **Report and Guarantee of Title.** The final map shall be accompanied by a current (within six (6) months of the final map filing date) report prepared by a duly authorized title company naming the persons whose consent is necessary for the preparation and recordation of such map, and for dedication of the streets, alleys and other public places shown on the map and certifying that, as of the date of the preparation of the report, the persons wherein named are all the persons necessary to give clear title to such subdivision. At the time of recording said map, following approval by the City Council, there shall be filed with the County Recorder a guarantee executed by a duly authorized title company for the benefit and protection of the city showing that the persons consenting to the preparation and recordation of such map and offering for dedication the streets, alleys and other public places shown thereon are all the persons necessary to pass clear title to such subdivision and to the dedications shown thereon. The report should also include a statement of explanation of why any right-of-way or easement holders across the subdivision need not sign the map if they are not included as needed to pass a clear title.
- (5) **Preliminary Soils Report.** A preliminary soil report prepared by a qualified engineer registered by the State of California, based upon adequate test borings or excavations. The soil report that has been prepared shall be kept on file for public inspection. The preliminary soil report may be waived by the City Engineer or Engineering and Project Management Director if adequate existing data is available as to the soil qualities of the soils of the subdivision. If the preliminary soil report indicates the presence of critically expansive soils or other soil problems which, if not corrected, would lead to structural defects, a soil investigation of each lot in the subdivision may be required, prepared by a qualified engineer registered by the State of California. The soil investigation shall recommend corrective action intended to prevent structural damage to each dwelling proposed to be constructed on expansive or unstable soil. The report shall be filed with the Building Department. If the preliminary soils report indicates the presence of naturally-occurring asbestos, a construction dust management plan shall be prepared.
- (6) **Utility Statements.** Statements from the various public utility companies authorized to serve in the area of the subdivision or division of land certifying that satisfactory provisions have been made to accommodate their facilities.
- (7) **Improvement Agreements.** With final review; all agreements, improvement security required by state law or this Ordinance, and offer(s) of dedication.

404.02 Form of Map and Content

The final map shall be prepared by or under the direction of a registered civil engineer authorized to practice land surveying or licensed land surveyor, shall be based upon a survey, and shall conform to all of the following provisions:

- (1) It shall be legibly drawn, printed, or reproduced by a process guaranteeing a permanent record in black on tracing cloth or polyester base film. Statements, certificates, affidavits, and acknowledgments may be legibly stamped or printed upon the map with opaque ink. If ink is used on polyester base film, the ink surface shall be coated with a suitable substance to assure permanent legibility.
- (2) The size of each sheet shall be eighteen inches by twenty-six inches (18" X 26") inches or four hundred sixty by six hundred sixty (460 X 660) millimeters. A marginal line shall be drawn completely around each sheet, leaving an entirely blank margin of one (1) inch or twenty-five (25) millimeters. The scale of the map shall be large enough to show all details clearly and enough sheets shall be used to accomplish this end. The particular number of the sheet and the total number of sheets comprising the map shall be stated on each of the sheets and its relation to each adjoining sheet shall be clearly shown.
- (3) All survey and mathematical information and data necessary to locate all monuments and to locate and retrace any and all interior and exterior boundary lines appearing on the map shall be shown, including bearings and distances of straight lines, and radii and arc length or chord bearings and length for all curves and any information which may be necessary to determine the location of the centers of curves and ties to existing monuments used to establish the subdivision boundaries.
- (4) Each lot shall be numbered. Each street shall be named or otherwise designated. The subdivision name/number shall be shown together with the description of the real property being subdivided.
- (5) Exterior boundary of the land included within the subdivision shall be indicated by distinctive symbols and clearly so designated. The map shall show the definite location of the subdivision, and particularly its relation to surrounding surveys. If the map includes a "designated remainder" parcel, and the gross area of the "designated remainder" parcel or similar parcel is five (5) acres or more, that remainder parcel need not be indicated as a matter of survey, but only by deed reference to the existing boundaries of the remainder parcel. A parcel designated as "not a part" shall be deemed to be a "designated remainder" for purposes of this section.
- (6) On and after January 1, 1987, no additional requirements shall be included that do not affect record title interests. However, the map shall contain a notation or reference to additional information required by a local ordinance adopted pursuant to Section 66434.2.
- (7) Any public streets or public easements to be left in effect after the subdivision shall be adequately delineated on the map. The filing of the final map shall constitute abandonment of all public streets and public easements not shown on the map, provided that a written notation of each abandonment is listed by reference to the

recording data or other official record creating these public streets or public easements and certified to on the map by the clerk of the legislative body or the designee of the legislative body approving the map. Before a public easement vested in another public entity may be abandoned pursuant to this section, that public entity shall receive notice of the proposed abandonment. No public easement vested in another public entity shall be abandoned pursuant to this section if that public entity objects to the proposed abandonment.

Survey Requirement. At the time of making a survey for final map, the engineer or surveyor shall set sufficient durable monuments to conform with City Standards so that another engineer or surveyor may readily retrace the survey. At least one (1) exterior boundary line of the land being subdivided be adequately monumented or referenced before the map is recorded.

- (1) The monuments shall be approved by the City Engineer and shall be per City Standards. Any monument or bench mark, as required by this section, which is disturbed or destroyed before acceptance of all improvements shall be replaced by the subdivider. The monuments shall be set at each corner and angle point in the exterior and interior boundaries (lot corners) of the subdivision, except wherein such monuments already exist in their proper positions. Monuments shall be set on street and alley center lines or offsets thereto at all street intersections, beginnings and end of curves, angle points or as otherwise directed by the City Engineer.
- (2) Interior monuments need not be set at the time of the map is recorded, if the engineer or surveyor certifies on the map that monuments will be set on or before a specified date, and if the subdivider furnishes to the city security guaranteeing payment of the cost of setting such monuments in accordance with Section 66496 of the Map Act.
- (3) Within five (5) days after the final setting of monuments has been completed, the engineer or surveyor shall give written notice to the subdivider and to the City Engineer that the final monuments have been set in accordance with Section 66497 of the Map Act.

Statements and Acknowledgment. The title sheet of the map, below the title, shall show the name of the engineer or surveyor together with the date of the survey, the scale of the map and the number of sheets. The following statements, certificates, acknowledgments and description shall appear on the title sheet of final maps, and such statements may be combined where appropriate:

- (1) ***Statement by parties holding title.*** A statement in accordance with the provisions of Section 66436 and 66445 of the Map Act.
- (2) ***Dedication Statement.*** A statement in accordance with Section 66439 of the Map Act.
- (3) ***Engineer's or Surveyor's Statement.*** A statement in accordance with Section 66441 of the Map Act.
- (4) ***Soil Engineer's Statement.*** A statement referring to preliminary soils reports on file with the city in accordance with Section 66434.5 of the Map Act.

- (5) ***Statement to be executed.*** A statement for execution by each of the following, as applicable:
 - a. City Engineer;
 - b. Surveyor;
 - c. Geotechnical Engineer, Engineering Geologist, or Geophysicist;
 - d. Zoning Administrator;
 - e. City Council;
 - f. City Clerk;
 - g. County Board of Supervisors;
 - h. County Recorder;
 - i. Owner.
- (6) ***Notation or Reference.*** Notation or reference to survey and map information required pursuant to Section 66434.2 of the Map Act.

Information on Final Maps

- (1) Each lot shall be consecutively numbered. Each lot shall have its area shown to the nearest one-hundredth (1/100) of an acre or nearest square foot. The exterior boundary of the land included within the lot or lots being created shall be indicated by a distinctive border. Such border shall not interfere with the legibility of figures or other data. The map shall show the definite location of such lot or lots, and particularly the relationship to existing surveys.
- (2) The final map shall also contain the following information:
 - a. The tentative map number or vesting tentative map number and date of preparation within the Zoning Administrator's Statement
 - b. The net dimensions of each lot. No ditto marks shall be used.
 - c. The names, locations and right-of-way widths of all abutting public streets.
 - d. The proposed location, purpose and width of all proposed public roads and private access easements.
 - e. The boundaries of any private easement, whether an easement or record or a prescriptive easement, shall be shown by means of a dotted line; and the name of the person owning the easement shall be shown on the map.
 - f. Location and widths of easements for public utilities, if required.
 - g. The location and widths of watercourses and areas subject to inundation, and location of selected flood lines within the lots being created.
 - h. Building setback lines, if applicable.
 - i. A north point and graphic scale.
 - j. Location or vicinity map at a minimum scale of one (1) inch equals one (1) mile.
 - k. Names of the subdivider(s) of the property being divided.

404.03 Approvals

Approval by City Engineer. Upon receipt of the final map and other data submitted therewith, the City Engineer shall examine such to determine that the subdivision as shown is substantially the same as it appeared on the tentative map, and any approved alterations thereof, that all provisions of this Series or any other ordinance and the Map Act applicable at the time the application for the tentative map is deemed complete, and who is satisfied that the map is technically correct. If the City Engineer shall determine the final map is not in full conformity with the tentative map, the City Engineer shall advise the subdivider of the changes or additions that must be made for such purposes, and shall afford the subdivider an opportunity to make such changes or additions. If the City Engineer determines that full conformity therewith has been made, they shall transmit said map to the City Council for approval in the case of a final map.

City Council Approval – Final Map.

- (1) The City Council shall, at the meeting at which it receives the final map for approval, or at its next regular meeting after the meeting at which it received the map, approve the map if it conforms to all the requirements of this Series and the Map Act applicable at the time of approval or conditional approval of the tentative map and any rulings made thereunder.
- (2) The Council may reject any or all offers of dedication. In the event that all improvements required or conditions imposed upon approval under the terms of this Series or by law are not completed before the filing of the final map, the Council may enter into an agreement with the subdivider for posting improvement security as provided in this Series. The City Engineer, upon the approval of the final map by the City Council, shall transmit the map to the Clerk of the Board of Supervisors, who shall record same.

Chapter 405 Parcel Maps

Section:

- 405.01 Final Parcel Map
- 405.02 Waiver of Requirements for Parcel Maps

405.01 Final Parcel Map

Final parcel maps. Within the time limit designated in 402.03, Expiration of Maps and Extensions of Time of this Series, and upon the accomplishment of all dedication by certification on the map and required construction of all public improvements, or the execution of an agreement and provision of surety providing therefore and the payment of all applicable fees and charges, the applicant may file with the City Engineer, who shall approve, a final parcel map which shall substantially conform to the approved tentative parcel map and all applicable provisions of the Map Act. The appropriate statements as provided by the applicant in accordance with the provisions of the Map Act, shall be signed by the City Engineer upon the parcel map; and the final parcel map shall be transmitted to the Clerk of the County Board of Supervisors for ultimate transmittal to the county recorder.

Survey requirement. In all cases where a parcel map is required, the parcel map shall be based on a field survey of the land conducted in accordance with the Land Surveyor's Act of the State of California. All new lot corners shall be monumented and based on a field survey. At the discretion of the City Engineer, a parcel map may be compiled from recorded or filed data when sufficient recorded or filed data when sufficient recorded or filed survey monumentation presently exists to enable to retracement of the exterior boundary lines of the parcel map and the establishment of the interior parcel or lot lines of the parcel map.

Information on final parcel map. Each parcel shall be consecutively numbered. Each parcel shall have its area shown to the nearest one-hundredth (1/100) of an acre or nearest square foot. The exterior boundary of the land included within the parcel or parcels being created shall be indicated by a distinctive border. Such border shall not interfere with the legibility of figures or other data. The map shall show the definite location of such parcel or parcels, and particularly the relationship to existing surveys.

The final parcel map shall also contain the following information:

- (1) The tentative parcel map number or vesting parcel map number, resolution number printed on the upper right hand corner of the face sheet.
- (2) The net dimensions of each lot. No ditto marks shall be used.
- (3) The names, locations and right-of way widths of all abutting public streets.
- (4) The proposed location, purpose, and width of all proposed public roads and private access easements.
- (5) The boundaries of any private easement, whether an easement or record or a prescriptive easement, shall be shown by means of a dotted line; and the name of the person owning the easement shall be shown on the map.

- (6) Location and widths of easements for public utilities, if required.
- (7) The location and widths of watercourses and areas subject to inundation, and location of selected flood lines within the parcels being created.
- (8) Building setback lines, if applicable.
- (9) A north point and graphic scale.
- (10) Location of vicinity map at a minimum scale of one (1) inch equals one (1) mile.
Names and addresses of the owners of the property being divided.

Required statements.

- (1) All required dedications of rights-of-way or easements shall be certified on the final parcel map by appropriate statements in accordance with Section 66447 of the Map Act.
- (2) All parties having any record title interest in the real property subdivided shall sign a statement on the final parcel map in accordance with Subsections 66436 and 66445 of the Map Act.
- (3) A statement of the registered civil engineer or licensed land surveyor who prepared the survey and the parcel map in compliance with Section 66449 of the Map Act.
- (4) A statement of execution by the City Engineer which complies with Section 66450 of the Map Act.
- (5) A statement of execution by the Zoning Administrator on behalf of the Parcel Map Committee certifying that the final parcel map conforms to the approved tentative parcel map.
- (6) A statement by the City Surveyor which complies with Section 66450 of the Map Act.
- (7) Additional information to be filed or recorded with the final parcel map as required in accordance with Section 66434.2 of the Map Act.

405.02 Waiver of Requirements for Parcel Maps

- (a) The requirement for a parcel map may be waived if a finding is made by the Parcel Map Committee that the proposed division of land complies with all requirements of this Ordinance as to area, improvement and design, drainage control, street dedications and improvements, sewer and water supply availability and environmental protection. No parcel map will be required for tentative maps approved under this section.
- (b) Approval of an application for a waiver of the requirement of a parcel map shall automatically constitute approval for the issuance of a certificate of compliance pursuant to the provisions of Section 66499.35 of the Map Act. When approval has been given to an application for a waiver of the requirement of a parcel map, the Zoning Administrator and City Engineer shall issue a resolution approving the waived parcel map, and shall cause said resolution to be filed with the county recorder.

Chapter 406 Reversions, Mergers, and Lot Line Adjustments

Sections:

- 406.01 Reversion to Acreage
- 406.02 Mergers
- 406.03 Lot Line Adjustments

406.01 Reversion to Acreage

Purpose. The purpose of this section is to establish procedures and standards, consistent with the requirements of the Subdivision Map Act, for the reversion of previously subdivided property to acreage.

Initiation of Proceedings. Proceedings for reversion to acreage may be initiated by the Parcel Map Committee on its own motion or by petition of all of the owners of record of the real property within the subdivision.

Contents of Petition. The petition shall be in a form prescribed by the Zoning Administrator and shall contain the following:

- (1) Adequate evidence of title to the real property within the subdivision.
- (2) Sufficient data to enable the legislative body to make all of the determinations and findings required by this Series, including a three hundred (300) foot radius map and property owners list.
- (3) A reversion to acreage map which delineates dedications which will not be vacated and dedications which are a condition to reversion if applicable and which sufficiently describes all property to be reverted to acreage.
- (4) Such other pertinent information as may be required by the Zoning Administrator and City Engineer.

Public Hearing. A public hearing shall be held on the proposed reversion to acreage. Notice of the time and place of any public hearing shall be given in conformance with the provisions of Section 601.05, Public Notification.

Required Findings. Subdivided real property may be reverted to acreage and a reversion to acreage map approved for recordation only if the City Council finds that:

- (1) Dedications or offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes if applicable. Such determination regarding dedicated public streets shall be made by the City Council in accordance with Division 9, Part 3 of the Streets and Highways Code of the State of California.
- (2) Either:
 - a. All owners of an interest in the real property within the subdivision have consented to reversion; or

- b. None of the improvements required to be made have been made within two (2) years from the date the final or parcel map was filed for record, or within the time allowed by agreement for completion of the improvements, whichever is the later; or
- c. No lots shown on the final map or parcel map have been sold within five (5) years from the date such map was filed for record.

Conditions of Approval. As conditions of reversion, the following shall be required:

- (1) Dedications or offers of dedication necessary for the purposes specified by city ordinance following reversion.
- (2) Retention of all previously paid fees if necessary to accomplish the purposes of this Ordinance adopted pursuant thereto.
- (3) Retention of any portion of required improvement security or deposits if necessary to accomplish the purposes of this Ordinance adopted pursuant thereto.

Effective Date. Reversion shall be effective upon the map being filed for record by the county recorder, and thereupon all dedications and offers of dedication not shown thereon shall be of no further force or effect.

Deposits and Securities. When a reversion is effective, all fees and deposits shall be returned and all improvement security released, except those retained pursuant to applicable city ordinance, including the stipulations of this Series.

406.02 Mergers

Required Mergers. Two (2) or more contiguous parcels or units of land which have been subdivided under the provisions of the Map Act or any prior law regulating the division of land or a local ordinance enacted pursuant thereto, or which were not subject to such provisions at the time of their creation, shall not merge simply by virtue of the fact such contiguous parcels or units are held by the same owner. No further proceeding under the provisions of the Map Act or this Series enacted pursuant thereto shall be required for the purpose of sale, lease or financing of such contiguous parcels or units, except, however, the city may provide for the merger of a parcel or unit with a contiguous parcel or unit held by the same owner if all of the following requirements are satisfied:

- (1) At least one (1) of the affected parcels is not developed with a structure, other than an accessory structure, for which a building permit was issued by the local agency, or which was built prior to the time such permits were required by the local agency.
- (2) With respect to any affected parcel, one (1) or more of the following conditions exists:
 - a. Comprises less than five thousand (5,000) square feet in area at the time of the determination of merger.
 - b. Was not created in compliance with applicable laws and ordinances in effect at the time of its creation.
 - c. Does not meet current standards for sewage disposal and domestic water supply.

- d. Does not meet slope stability standards.
- e. Has no legal access which is adequate for vehicular and safety equipment access and maneuverability.
- f. Its development would create health or safety hazards.
- g. Is inconsistent with the applicable General Plan and any applicable specific plan, other than minimum lot size or density standards.

City Initiated Merger. Notification of Intention to Merge. Prior to recording a notice of merger, the Zoning Administrator shall cause to be mailed by certified mail to the current record owner of the property a notice of intention to determine status, notifying the owner that the affected parcels may be merged pursuant to standards specified in the merger ordinance, and advising the owner of the opportunity to request a hearing on determination of status and to present evidence at the hearing that the property does not meet the criteria for merger. The notice of intention to determine status shall be filed for record with the Tulare County Recorder on the date that notice is mailed to the property owner.

- (1) ***Request for Hearing.*** At any time within thirty (30) days after recording of the notice of intention to determine status, the owner of the affected property may file with the Zoning Administrator a request for a hearing on determination of status.
- (2) ***Procedure for Hearing.*** Upon receiving a request for a hearing on determination of status, the Zoning Administrator shall fix a time, date and place for a hearing to be conducted by the City Council, and shall so notify the property owner by certified mail. The hearing shall be conducted not less than thirty (30) days following the receipt of the property owner's request therefor, but may be postponed or continued with the mutual consent of the Zoning Administrator and the property owner.
- (3) ***Procedure for Determination Following Hearing.*** At the hearing, the property owner shall be given the opportunity to present any evidence that the affected property does not meet the standards for merger specified in the merger ordinance. At the conclusion of the hearing, the City Council shall make a determination that the affected parcels are to be merged or are not to be merged and shall so notify the owner of its determination. A determination of nonmerger may be made whether or not the affected property meets the standards for merger specified in paragraphs (1) and (2) above. A determination of merger shall be recorded within thirty (30) days after conclusion of the hearing.
- (4) ***Determination When No Hearing is Requested.*** If, within the thirty (30) day period specified in paragraph (1) above, the owner does not file a request for a hearing, the Zoning Administrator may, at any time thereafter, make a determination that the affected parcels are to be merged or are not to be merged. A determination of merger shall be recorded with the Tulare County Recorder which specifies the names of the property owners and particularly describes the real property in question no later than ninety (90) days following the mailing of the notice required by paragraph (2) above.
- (5) ***Notice of Intention for Nonmerger.*** If, in accordance with paragraph (3) or (4) above, the Zoning Administrator or City Council determines that the subject property shall not be merged, it shall cause to be recorded a release of the notice of

intention to determine status, and shall mail a clearance letter to the current owner of record.

Property Owner Initiated Merger of Contiguous Parcels. Pursuant to Government Code Section 66499.20.3, a property owner owning contiguous parcels is authorized to merge those contiguous legal parcels without requiring the property to be reverted to acreage. Such merger shall be accomplished in accordance with the following procedures:

- (1) The property owner shall file an application for merger with the Zoning Administrator, submit evidence of title to all parcels to be affected, submit a proposed certificate of compliance, and pay the processing fee established by resolution of the City Council. Mergers shall contain a legal description of the merged parcel and additional information as requested by the Zoning Administrator.
 - a. The Zoning Administrator and City Engineer shall consider and approve the application if it is found that the parcel created by the merger will conform to the requirements of this code and applicable state law.
 - b. The merger shall be evidenced by recording a certificate of compliance that is signed by the Zoning Administrator and City Engineer. The certificate of compliance shall be recorded concurrently with any deed of easement regarding the relocation or elimination of applicable easements.

Certificate of Compliance

- (1) Any person owning real property may request, and the Zoning Administrator and City Engineer shall determine, whether such real property complies with the provisions of the Map Act and of this Series. Upon making such a determination, the Zoning Administrator and City Engineer shall cause a certificate of compliance to be filed for record with the county recorder. The certificate of compliance shall identify the real property and shall state that the division thereof complies with applicable provisions of the Map Act and of this Series. The applicant shall pay the processing fee established by resolution of the City Council
- (2) If the Zoning Administrator and City Engineer determine that such real property does not comply with the provisions of the Map Act or of this Series, they may, as a condition to granting a certificate of compliance, impose such conditions as would have been applicable to the division of the property at the time. Upon making such a determination and establishing such conditions, the Zoning Administrator and City Engineer shall cause a conditional certificate of compliance to be filed for record with the county recorder. Such certificate shall serve as notice to the property owner who has applied for the certificate pursuant to this section, a grantee of the property owner, or any subsequent transferee or assignee of the property that the fulfillment and implementation of such conditions shall be required prior to subsequent issuance of a permit or other grant of approval for development of the property. Compliance with such conditions shall not be required until such time as a permit or other grant of approval for development of such property is issued by the city.

406.03 **Lot Line Adjustments**

Lot Line Adjustment. Pursuant to Government Code Section 66412(d), a lot line adjustment between four (4) or fewer existing adjoining parcels, where the land taken from one (1) parcel is added to an adjoining parcel, and where a greater number of parcels than originally existed is not thereby created, may be approved by the City Engineer and Zoning Administrator or authorized representatives without the approval and filing of a parcel map. Such lot line adjustments shall be accomplished in accordance with the following procedures:

- (1) Applications for lot line adjustments shall be filed with the Zoning Administrator and shall be in the form and contain the information required of a tentative map together with legal descriptions of each parcel.
- (2) The property owner(s) or agent shall file an application for a lot line adjustment with the city, submit evidence of title to all parcels to be affected, submit a proposed lot line adjustment map and legal description, and pay the processing fee established by resolution of the City Council.
- (3) The Zoning Administrator and City Engineer shall consider and approve the application if it is found that the parcels created by the lot line adjustment will conform to the requirements of this Ordinance and applicable state law. Criteria to be considered includes, but is not limited to, standards relating to lot width and depth and minimum lot area.
- (4) The lot line adjustment shall be evidenced by recording a deed describing each affected parcel and a city resolution signed by the Zoning Administrator and City Engineer. The deed and resolution shall be recorded concurrently with any easement deed regarding the relocation or elimination of applicable easements.

This page intentionally left blank

Chapter 407 Dedications, Reservations and Improvements

Sections:

407.01	Dedications
407.02	Improvements
407.03	Design and Construction Standards

407.01 Dedications

Purpose. The purpose of this chapter is to establish the dedications and reservations that the city may impose on a subdivider as a condition for approval of a tentative map.

Required Dedications. When required as a condition for approval of a tentative map, the subdivider shall dedicate or make an irrevocable offer of dedication of land within the subdivision that is needed for streets, alleys, including access rights and abutter's rights, drainage easements, elementary school sites, parks, and other easements and parcels of land intended for public use according to the standards listed below.

- (1) **Streets.** The subdivider shall dedicate land for streets according to adopted City Standards. Partial streets shall be discouraged in developments except in those situations where warranted and when approved by the City Engineer in accordance with the following:
 - a. Where a full pavement street is constructed along the perimeter of a subdivision, the subdivider be compensated for this construction by reimbursement agreement between the subdivider, the city and the adjoining property owner when development occurs on his property.
 - b. Where a partial street configuration is allowed, the outside edge shall be a thickened design approved by the City Engineer, and shall be designed to accommodate the orderly development of adjacent undeveloped property. No parking signs shall be posted by the subdivider if there are no lots fronting on the partial street.
 - c. Partial street dedications and improvements shall be wide enough to permit two (2) lanes of traffic and on-street parking on one (1) side.
- (2) **Waiver of Direct Access Right.** The Engineering and Project Management Director may require that offers of dedication of streets include a waiver of direct access rights from any property shown on the final map as abutting thereon.
- (3) **Public Easements.** The subdivider shall dedicate easements of ten (10) feet in width for public utility, sanitary sewer, water, and drainage purposes on each side of rear lot lines, along side lot lines, and in planting strips wherever necessary. Easements of different width may be required, based on the Engineering and Project Management Director's determination.
- (4) **Drainage Facilities.** In accordance with Government Code Section 66483, the city, as appropriate and as permitted by law, shall require payment of fees for purposes of defraying the costs of constructing master planned drainage facilities if any part of the land division is located within a master planned drainage area. Fees required

pursuant to this section and associated with residential, commercial, and/or industrial developments shall be paid consistent with the provisions of Section 66007 of the California Government Code.

- (5) ***Bicycle Paths.*** When required as a condition for approval of a tentative map, the subdivider shall dedicate or make an irrevocable offer of dedication of land that is needed to provide bicycle paths for the use, safety, and benefit of the residents of the subdivision.
- (6) ***Bridges and Major Thoroughfares.*** If a land division or any portion thereof lies within an area of benefit established in accordance with this Ordinance or any other city ordinance adopted in accordance with Section 66484 of the Subdivision Map Act, the subdivider shall pay to the city the apportioned fees applicable to that portion of the land division lying within such area of benefit, in accordance with the requirements of subparagraph d below.
 - a. ***Considerations In Lieu of Fees.*** The City Council may allow any subdivider to furnish a consideration in lieu of payment of the fees mentioned in the preceding paragraph, if the Council finds that such consideration has a value not less than the fees that would otherwise be payable. The form of consideration in lieu of fees may include, but shall not be limited to, any of the following or a combination thereof:
 1. Construction of all or part of a bridge project or major thoroughfare project, as the case may be, for which the area of benefit was established.
 2. Dedication or conveyance of all or part of the site or right-of-way required for major construction of a bridge project or major thoroughfare project, as the case may be, for which the area of benefit was established.
 - b. ***Value In Excess of Fees.*** If the City Council finds that the consideration in lieu of fees has a value in excess of the amount of fees that would be otherwise payable, the Council may enter into an agreement with the party furnishing such consideration for reimbursement of the amount of such excess from moneys, then in or which may later accrue to, the fund into which such party would have been required to pay fees but for such consideration in lieu of fees, and to reimburse such party from such fund in accordance with such agreement.
 - c. ***Requirement to Construct Facilities.*** The city shall require a subdivider to construct any necessary bridge facilities, major thoroughfares, parts thereof, or contribute to bridge facility or major thoroughfare costs if the City Council finds that:
 1. The subdivider's cost or contribution would not exceed the cost of a local facility in lieu of such bridges or major thoroughfares; or
 2. A proceeding has been commenced for establishing an area of benefit for such bridge project or major thoroughfare project and has been abandoned by reason of majority protest, and that there is a reasonable probability that use of a local facility in lieu of such

bridge would by reason of traffic, including but not limited to traffic which may be generated by such land division, constitute a hazard to public safety.

- d. *Establishing Area of Benefit.* In accordance with Section 66484(d) of the California Government Code, an area of benefit as referred to in this section shall be established in the following manner:
 1. The City Council shall hold a public hearing for each area of benefit to be established. Notice of such hearing shall be given in accordance with Government Code Section 65091. Such notice shall contain preliminary information related to the boundaries of the proposed area of benefit, the estimated cost of the bridge project or major thoroughfare project, as the case may be, the proposed allocation to the area of benefit, and the proposed method of fee appointment. Such notice shall also state the date, time and place of the public hearing, and that written protests may be filed as provided in this section.
 2. Owners of property within the proposed area of benefit may file written protests with the City Clerk at any time prior to the date and time fixed for such public hearing. Any protest may be withdrawn by the owner of the land making the protest by a request in writing filed with the City Clerk at any time prior to conclusions of such public hearing.
 3. If a written protest by the owners of more than one-half (.5) of the area of the property to be benefited by the improvement, against establishment of such area of benefit or against the proposed improvements or acquisitions, is not withdrawn prior to the conclusion of the hearing, then the proceedings shall be abandoned. In such event, the City Council shall not, for at least one (1) year from the date of such hearing, commence or carry on any proceedings for establishment of an area of benefit for the same improvements or acquisitions.
 4. If a written protest by the owners of more than one-half (.5) of the area of the property to be benefited by the improvement, is not withdrawn prior to the conclusion of the hearing, against only a portion of the proposed improvement or acquisition, then the proceedings shall be abandoned with respect to the proposed improvement or acquisition that has been protested against. In such event, the City Council shall not, for at least one (1) year from the date of such hearing, commence or carry on any proceedings for the establishment of an area of benefit for the improvement or acquisition so protested against. Nothing in this subsection shall be deemed to prohibit the Council, within such one (1) year period, from commencing or carrying on new proceedings for the establishment of an area of benefit for the part of the improvement or acquisition protested, if it finds by the affirmative vote of at least

four-fifths (4/5) of its members, that the owners of more than one-half (.5) of the area of the property to be benefited are in favor of going forward with such portion of the improvement or acquisition.

5. At such public hearing, the City Council shall determine whether to establish such area of benefit, and if so, shall adopt a resolution prescribing the boundaries of the area of benefit, stating the cost, whether actual or estimated, a fair method of allocation of costs to the area of benefit, and a fair apportionment of fees. A certified copy of such resolution shall be filed for record with the county recorder.
6. In case of a requirement for any bridge, the City Council shall find that, prior to said public hearing, the city has adopted at least thirty (30) days prior to the filing of any tentative map, a circulation element as part of the General Plan, which identifies railways, freeways, streams or canyons for which bridge crossings are required, and that the bridge or each bridge for which such area of benefit is established is one necessary to satisfy such bridge crossing requirement in such element or provisions of the general plan.
7. In case of a requirement for any major thoroughfare, the City Council shall find that, prior to said public hearing, the city has adopted at least thirty (30) days prior to the filing of any tentative map, a circulation element as part of the General Plan that identifies those major thoroughfares whose primary purpose is to carry through traffic and provide a network connecting to the state highway system, and that the major thoroughfare or section thereof for which such area of benefit is established is one so identified in such circulation element.
8. The resolution adopted by the City Council shall require that the apportioned fees shall be applicable to all property within the area of benefit and shall be payable as a condition of approval of any final map or any parcel map or a condition to issuing a building permit thereon, consistent with the provisions of Section 53077.5 of the Government Code.
9. The area of benefit may include land or improvements in addition to the land or improvements that are the subject of any map or building permit application considered at such hearing.
10. Where the area of benefit includes lands not subject to the payment of fees pursuant to this section, the City Council shall make provisions for payment of the share of improvement costs apportioned to such lands from other sources.
11. In the case of major thoroughfares, the method of fee apportionment shall not provide for higher fees on land that abuts

the proposed improvement, except where the abutting property is provided direct usable access to the major thoroughfare.

12. In case of major thoroughfares, the payment of fees shall not be required unless the major thoroughfare is in addition to, or a reconstruction of, any existing major thoroughfares serving the area at the time of establishment of the zone of benefit.
 13. In the case of a planned bridge facility, the payment of fees shall not be required unless the planned bridge facility is an original bridge serving the area of benefit or is an addition to an existing bridge facility serving such area at the time of establishment of the zone of benefit. No fees contributed shall be expended to reimburse the cost of construction of any bridge existing at the time of establishment of the zone of benefit.
- e. *Planned Bridge Facility Fund.* A planned bridge facility fund shall be established for a bridge project within an area of benefit, or if the area of benefit is one in which more than one (1) bridge is required to be constructed, a fund shall be established covering all such bridge projects. Fees paid pursuant to this section on account of a bridge or bridges within an area of benefit shall be deposited into the fund for such area.
 - f. *Planned Major Thoroughfare Fund.* A planned major thoroughfare fund shall be established for each planned major thoroughfare project and each particular area of benefit which it benefits. Fees paid pursuant to this section on account of a major thoroughfare project within an area of benefit shall be deposited into the fund for such area.
 - g. *Expenditure of Bridge and Major Thoroughfare Facility Funds.* Moneys in such funds shall be expended solely for the construction of the improvement project serving the area to be benefited as follows:
 1. To reimburse the city for costs advanced or incurred by it for construction of such improvement project or any portion thereof; and
 2. To reimburse any subdivider for the agreed portion of his or her costs of construction of such improvement project, or portion thereof, in accordance with a reimbursement agreement entered into with the city, as mentioned in subparagraph b above.
 3. In the event that monies in such funds are insufficient to accomplish all of the purposes that this section lists, such monies in the fund shall be apportioned to each such purpose on a pro rata basis.
 - h. *Project Completion.* After completion of all bridge facility projects for which a planned bridge facility fund has been established or all major thoroughfare projects for which a planned major thoroughfare fund has been established, or in the event of abandonment of any such project, and after reimbursement of the city and each subdivider entitled thereto under a reimbursement agreement, as mentioned in subparagraph b above, the

City Council shall determine by resolution the amount of the surplus, if any, remaining in any such funds or as may accumulate in such funds from time to time. The City Council shall order any such surplus refunded as follows:

1. There shall be refunded to the current owners of property for which a fee was previously collected the balance of such monies in the same proportion which each individual fee collected bears to the total of all individual fees collected from the particular area of benefit. For the purposes of this paragraph, the term "property for which a fee was previously collected" shall be deemed to include land within any land division with respect to which such fees were paid as a condition to its approval and any building with respect to which such fees were paid as a condition to issuing a building permit therefor. For purposes of this paragraph, the term "fee collected" shall include, in the case of a subdivider who has entered into a reimbursement agreement with the city, the aggregate amount of cash fees and the value of the consideration in lieu of fees furnished by such subdivider.
 2. Where property for which a fee was previously collected has subsequently been subdivided into more than one (1) lot, each current owner of a lot shall share in the refund payable to the owners of the property for which a fee was previously collected in the same proportion which the area of each individual lot bears to the total area of the property for which a fee was previously collected.
 3. There shall be transferred to the city general fund any remaining portion of the surplus that has not been paid to or claimed by the persons entitled thereto within two (2) years from the date of adoption of the resolution declaring a surplus.
 4. For the purposes of this paragraph, the term "fee collected" or any variation thereof, shall also be deemed to include the amount of fees that would have been payable by a subdivider but for furnishing consideration in lieu of fees.
- i. *Advances and Voluntary Contributions.* The City Council may authorize advancement of money from the city general fund or from the road fund to pay the cost of constructing any bridge project or major thoroughfare project and may reimburse such fund or funds for such advances from the planned bridge facility fund or the planned major thoroughfare fund established to finance the construction of such improvements.
1. Nothing in this section shall be deemed to preclude the city from providing funds for the construction of bridge facilities or major thoroughfares to defray costs not allocated to an area of benefit.
 2. Nothing in this section shall be deemed to preclude the subdivider from volunteering to construct a bridge or major thoroughfare or part thereof, or to contribute to the cost thereof, in excess of the

cost of a local facility, nor to preclude the city from participating in such construction or carrying out such construction using money so contributed.

- (7) **Transit Facilities.** When required as a condition for approval of a tentative map, the subdivider shall dedicate or make an irrevocable offer of dedication of land within the subdivision for local transit facilities such as bus turnouts, benches, shelters, landing pads and similar items that directly benefit the residents of a subdivision.
- (8) **Railroad and Grade Crossings.** The City Council or the Parcel Map Committee shall review proposed subdivision plans with respect to existing railroad crossings and proposed or likely grade separations or other such facilities and shall require such changes as may be necessary to ensure that the design and improvement of the subdivision does not interfere with such future grade separations or other measures. The subdivider shall dedicate or make an irrevocable offer for dedication of the rights-of-way required for any grade separation or similar improvement that the General Plan Circulation Element proposes.
- (9) **Solar Access Easements.** At such time as the city has adopted solar access standards, and when required as a condition for approval of a tentative map, the subdivider shall dedicate or make an irrevocable offer of dedication of easements for the purpose of assuring that each parcel or unit in the subdivision for which approval is sought has the ability to receive sunlight across adjacent parcels or units in the subdivision for any solar energy system. The dimensions and locations of such easements shall be in accord with any standards for solar access adopted by the City Council.
- (10) **Parkland.** As a condition of approval of a tentative map, the city shall require the subdivider to dedicate or make an irrevocable offer of dedication of land, to pay a fee in lieu thereof, or a combination of both, for neighborhood and community open space, park and recreational purposes. In order to conform to the policies of the General Plan and maintain existing standards for parks and recreation facilities, the park area required to be dedicated shall be equal to the ratio of the ultimate population of the subdivision to the current population of the city multiplied by the total park area within the city's planning area at the time of filing of the tentative but in no case shall be less than three (3) acres of park area per one thousand (1,000) persons nor more than five (5) acres per one thousand (1,000) persons who will live in the subdivision, calculated as follows:
 - a. The ultimate population of the subdivision is based upon the approved residential density and the average household size for the type of unit;
 - b. Total population of the city shall be as reported in the most recent available federal census;
 - c. Current park acreage shall be the amount of neighborhood and community park acreage identified in the General Plan or any more recent records, maps, or reports.
- (11) **Elementary School Sites.** As a condition of approval of a final subdivision map, a subdivider who develops or completes the development of one (1) or more subdivisions within one (1) or more school districts maintaining an elementary

school may be required to dedicate to the school district or districts such lands as the district shall deem necessary for the purpose of constructing elementary schools necessary to assure the residents of the subdivision adequate elementary school service.

- a. *Procedure.* The requirement of dedication shall be imposed at the time of approval of the tentative map. If within thirty (30) days after the requirement of dedication is imposed by the city the school district does not offer to enter into a binding commitment with the subdivider to accept the dedication, the requirement shall be automatically terminated. The required dedication may be made any time, before, concurrently with, or up to sixty (60) days after the filing of the final map on any portion of the subdivision.
- b. *Payments to Subdivider.* The school district shall, if it accepts the dedication of land, repay the subdivider the original cost of the dedicated land, plus a sum equal to the total of the following:
 1. Improvement Costs. The cost of any improvements to the dedicated land since acquisition by the subdivider;
 2. Assessed Taxes. The taxes assessed against the dedicated land from the date of the school district's offer to enter into the binding commitment to accept the dedication;
 3. Other Costs. Any other costs incurred by the subdivider to maintain the dedicated land, including interest costs incurred on any loan on the land.
- c. *Exceptions.* The requirements for dedication shall not apply to a subdivider who has owned the land being subdivided for more than ten (10) years prior to the filing of the tentative map.

Acceptance of Dedications. At the time the city approves a final map or parcel map, the city shall also accept subject to improvement, or reject, any offer of dedication. The Council or the Engineering and Project Management Director, on behalf of the City Council pursuant to Section 1806 (c) of the Streets and Highways Code, may accept said dedications. The City Clerk shall certify or state on the map the city's action.

- (1) ***Offers of Dedication.*** If at the time the final map is approved, any streets, paths, alleys, or storm drainage easements are rejected, the offer shall remain open and the Council or the Engineering and Project Management Director may, by resolution at any later date and without any further action by the subdivider, rescind the city's action and accept and open the streets, paths, alleys or storm drain easements for public use which acceptance shall be recorded in the office of the county recorder. Dedications and acceptance or rejection of parcels of land for elementary school sites, public utility and other easements on parcels of land not previously specified shall be in accordance with the provisions of the Map Act.
- (2) ***Termination of Offers.*** Offers of dedications may be terminated and abandoned in the same manner as prescribed for the summary vacation of streets by Part 3 (commencing with Section 8300) of Division 9 of the Streets and Highways Code.

Recording Dedications. The city shall record a certificate with the county recorder for any dedication in fee for public purpose or for making public improvements or constructing public facilities, other than for open space, parks, or schools. The certificate shall be attached to the map and shall contain all of the following:

- (1) The name and address of the subdivider dedicating the property.
- (2) A legal description of the real property being dedicated.
- (3) A statement that the city shall reconvey the property to the subdivider if the city makes a determination that the same public purpose for which the property was dedicated does not exist, or the property or any portion thereof is not needed for public utilities.

Reservations

- (1) **General.** As a condition of approval of a tentative map, the subdivider shall reserve sites, appropriate in area and location, for parks, recreational facilities, fire stations, libraries or other public uses according to the standards and formula contained in this section.
- (2) **Standards for Reservation.**
 - a. Such requirement is based upon an adopted specific plan or an adopted General Plan containing policies and standards for those uses, and the required reservations are in accordance with those policies and standards.
 - b. The ordinance has been in effect for a period of at least thirty (30) days prior to the filing of the tentative map.
 - c. The reserved area is of such size and shape as to permit the balance of the property within which the reservation is located to develop in an orderly and efficient manner.
 - d. The amount of land reserved will not make development of the remaining land held by the subdivider economically unfeasible. The reservation area shall conform to the adopted specific plan or General Plan and shall be in such multiples of streets and parcels as to permit an efficient division of the reserved area in the event that it is not acquired within the prescribed period; in such event, the subdivider shall make those changes as are necessary to permit the reserved area to be developed for the intended purpose consistent with good subdividing practices.
- (3) **Procedure.** The city shall, at the time of approval of the final map or parcel map, enter into an agreement to acquire such reserved area within two (2) years after completion and acceptance of all improvements required as a condition of such map, unless such period of time is extended by mutual agreement.
- (4) **Payment.** The purchase price shall be the market value thereof at the time of the filing of the tentative map plus the taxes against such reserved area from the date of the reservation and any other costs incurred by the subdivider in the maintenance of such reserved area, including interest costs incurred on any loan covering such reserved area.

- (5) **Termination.** If the city does not enter into a binding agreement, the reservation of such area shall automatically terminate.

407.02 Improvements

General Requirements. The subdivider shall install improvements in accord with the general requirements set forth in this chapter; provided, however, the Engineering and Project Management Director may require changes in typical sections and details if unusual conditions arise to warrant such changes.

Standard Specifications. All improvements shall conform to the requirements contained in the City of Porterville Standard Plans and Specifications, Standard Specifications for Public Works Construction, Caltrans Standard Specifications for street structural section components, and Work Area Traffic Control Handbook, as all of same now exist or are subsequently amended. Copies shall be maintained on file in the office of the City Clerk and the Engineering and Project Management Director.

Improvement Plans. Construction of improvements shall not commence until calculations, plans, profiles, and specifications for such work have been submitted to and approved by the City Engineer or Engineering and Project Management Director. Such items shall be approved prior to recording the final map. Construction of all improvements shall conform to the approved improvement plans and specifications and approved amendments thereto. After construction is completed, the subdivider's engineer shall show all changes made on the original set of plans and provide them to the city marked "as built plans."

Improvement Construction Inspection and Supervision. All improvements shall be inspected and approved by the Engineering and Project Management Director or its authorized representative. The subdivider shall be responsible for the actions of its contractor. Twenty-four (24) hours minimum notice will be required prior to an inspection by city personnel.

Plan Check and Inspection Fees. Subdivider shall be required to pay a plan check and inspection fee which shall include all charges for engineering and inspection services and rendered by the city. The plan check and inspection fee shall be as indicated in the City Comprehensive Fee Schedule.

The plan check fee shall be paid prior to commencement of plan checking by the city. The inspection fee shall be paid prior to any construction work requiring inspection.

Required Improvements Enumerated. The subdivider shall improve, or agree to improve, all streets, highways, or ways in or adjacent to the subdivision. All improvements shall be installed to permanent line and grade in accordance with the approved improvement plans for that subdivision on file with the Engineering and Project Management Director. Improvements which the subdivider shall make, or agree to make, at the cost of the subdivider, shall be as follows:

- (1) **Underground Utilities.** All utility distribution facilities, including but not limited to electric, communication, and cable television lines installed in and for the purpose of supplying service to any subdivision, shall be placed underground in

accordance with the utility's rules and regulations on file with the California Public Utilities Commission. Equipment appurtenant to underground facilities, such as surface-mounted transformers, street light poles, pedestal mounted terminal boxes and meter cabinets and concealed ducts may be installed above the surface of the ground. The subdivider is responsible for complying with the requirements of this section and shall make the necessary arrangements with the utility companies involved for the installation of said facilities. All underground utilities, sanitary sewers, and storm drains installed in streets, service roads, alleys or highways shall be constructed in accordance with the standard specifications prior to the surfacing of such street, service road, alley or highway. Service connections for all underground utilities and sanitary sewers shall be placed in such length as will obviate the necessity for disturbing the street or alley improvements when service connections thereto are made.

- (2) **Streets.** All streets shall be graded and surfaced to cross sections and grades approved the Engineering and Project Management Director.
- (3) **Structures.** Structures shall be installed as required for drainage, access and/or public safety. Such structures shall be placed to grades and shall be of a design approved by the Engineering and Project Management Director.
- (4) **Grading and Drainage.** Site grading and drainage taking into consideration the drainage pattern of adjacent improved and unimproved property and treating upstream areas, where appropriate, as though fully improved.
- (5) **Sidewalks, Curbs, Gutters and Driveway Approaches.** Curbs, gutters, sidewalks and driveway approaches shall be installed to grades approved by the Engineering and Project Management Director.
- (6) **Sanitary Sewers.** Sanitary sewer facilities connecting with the existing city sewer system shall be installed to serve each lot and to grades, locations, design and size approved by the Engineering and Project Management Director. No septic tanks or cesspools shall be permitted.
- (7) **Storm Drains.** Storm water sewers shall be installed as required by the Engineering and Project Management Director.
- (8) **Water Supply.** Each unit or lot within the subdivision shall be served by an approved public domestic water system.
- (9) **Fire Flow and Fire Hydrants.** As provided in the California Fire Code, an approved water supply capable of supplying required fire flow for fire protection shall be provided to all premises upon which buildings or portions of buildings are hereafter constructed. The required fire flow shall be determined by the Fire Chief.
 - a. The location, number, and type of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public street or on the site of the premises to be protected as required and approved by the Fire Chief. All hydrants shall be accessible to the Fire Department by access roadways meeting California Fire Code requirements for "Access Roadways for Fire Apparatus". Such fire protection facilities including all surfaces access roads shall be installed and made serviceable by the subdivider prior to the time of construction.

- b. When fire hydrants density, as determined by the hydrant spacing requirement, is not sufficient to provide the required fire flow, additional fire hydrants may be required by the Fire Chief.
 - c. Design, locations, and layout of water mains and fire hydrants shall be approved by the Engineering and Project Management Director and the Fire Chief, and shall be installed by the subdivider.
- (10) **Subdivision Trees.** Subdivision trees and landscaping design shall be approved by the city and shall be planted at a time and in locations approved by the Parks and Leisure Services Director, all in general accord with the requirements of the Porterville Municipal Code.
- a. At least one (1) tree shall be planted on each residential lot. Five (5) gallon trees shall be installed upon all lots abutting interior, local and collector street, and fifteen (15) gallon trees shall be planted upon parcels having frontage on arterial thoroughfares.
 - b. The subdivider shall be required to plant street trees at thirty-five (35) feet on center along all parkways (including median island parkways and parkway strips located between the sidewalk and back of curb) within and/or bordering the subdivision.
- (11) **Street Signs.** Street signs shall be installed by the city at the subdivider's expense. Any required barricades to prevent traffic access at dead-end streets shall be provided by the subdivider in accord with the standard specifications.
- (12) **Street Lights.** Street lights shall be installed by the subdivider at locations designated by the City Engineer.
- (13) **Railroad Crossings.** Provisions shall be made for any and all active rail lines necessary to provide access to, or circulation with, the proposed subdivision, including the preparation of all documents necessary for application to the Public Utilities Commission of the State of California for the establishment and improvement of such crossing.
- (14) **Lot Corners.** The subdivider's engineer shall set at all lot corners a marker consisting of a one (1) inch diameter iron pipe eighteen (18) inches long, with the surveyor or engineer's marker thereon.
- (15) **Benchmarks.** The subdivider's engineer shall set at least two (2) bench marks in the subdivision tied to North American Vertical Datum of 1988.
- (16) **Temporary Drainage Reservoir lots.** Temporary drainage reservoir lots, when approved, shall be designed and constructed to the requirements of the Engineering and Project Management Director and the Parks and Leisure Services Director.
- (17) **Others.** Other improvements deemed necessary by the City Council for the public health, safety or welfare.

Agreement for Installation of Improvements. Prior to the approval by the City Council of the final map, the subdivider shall execute and file an agreement between the subdivider and the city, specifying a period of time, agreeable to the Engineering and Project Management Director, which shall be not greater than one (1) year, within which all

improvement work shall be completed to the satisfaction of the Engineering and Project Management Director, and providing that if the subdivider shall fail to complete such work within such period, the city may complete the same and recover the full cost and expense thereof from the subdivider. The agreement shall also provide for inspection of all improvements by the Engineering and Project Management Director or designee and reimbursement to the city by the subdivider for the cost of such inspection. Such agreements may also provide:

- (1) For the construction of the improvements in units.
- (2) For an extension of time under conditions therein specified.
- (3) For the termination of the agreement upon the completion of proceedings under an assessment district act for the construction of improvements deemed by the Engineering and Project Management Director to be at least the equivalent of the improvements specified in such agreement and required to be constructed by the subdivider.
- (4) For progress payments to the subdivider, or his order, from any deposit money which the subdivider may have made in lieu of providing a surety bond, as provided in this chapter; provided, however, that no such progress payment shall be made for more than ninety (90) percent of the value of any installment of work, and provided that each such installment of work shall be completed to the satisfaction of the Engineering and Project Management Director.
- (5) The subdivider to arrange a preconstruction conference with the city, involving representative(s) of all contractors who are to work on the improvements, one (1) week prior to the initial start of construction.
- (6) The subdivider to give the city twenty-four (24) hours' notice to restarting work if no construction work has been done for two (2) or more prior work days.

Construction of Improvements Absent Subdivision Agreement. If the subdivider chooses to construct improvements absent a subdivision agreement, pertaining to the improvements to be constructed, as specified in Section 407.02(g), Agreement for Installation of Improvements, then the subdivider shall execute and file a preliminary subdivision agreement between the subdivider and the city. The preliminary subdivision agreement shall specify a period of time, not to exceed one (1) year, within which all improvements shall be completed, and providing that if the subdivider shall fail to complete such work within such period, the city may increase inspection fees to recover any additional inspection costs incurred by the city. Such agreements may also provide for:

- (1) The subdivider to arrange a preconstruction conference with the City, involving representative(s) of all contractors who are to work on the improvements, one (1) week prior to the initial start of construction.
- (2) The subdivider to give the City twenty-four (24) hours' notice to restarting work if no construction work has been done for two (2) or more prior work days.

Improvement Security

- (1) **Security.** The subdivider shall file with the agreement required by the provisions of subsections (g) and (h) above, to assure his full and faithful performance thereof,

a bond or security for such sum as the Engineering and Project Management Director deems sufficient to cover the cost of the improvements.

- (2) ***Security, Form, and Amount.*** Such security shall be in the manner, form, and kind provided by the Map Act and acceptable to the city attorney. The security shall be in the amount of one hundred (100) percent of the estimated cost of the improvements, conditioned upon the faithful performance of his agreement by the subdivider, and in the additional amount of one hundred (100) percent of such sum securing the payment by the subdivider to his contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials to them for improvements. The security provided shall guarantee maintenance and/or repair of all defects in required public improvements for a period of one (1) year following acceptance of said improvements by the city. In lieu of a one hundred (100) percent performance bond and one hundred (100) percent labor and materials bond, surety may be assured by the filing of a letter of credit, cash deposit, or deposit of negotiable bonds, which creates a trust fund in an amount equal to one hundred and ten (110) percent of the cost of the work estimated by the Engineering and Project Management Director. Said trust fund shall be maintained in a financial institution subject to regulation by the state and federal government with the trust fund limited to the following conditions:
- a. Ten (10) percent of the cost, representing a labor and materials deposit, to be retained for thirty-five (35) days after the filing of the notice of completion.
 - b. Funds may be discharged from the balance of the surety account from time to time as work is completed, up to ninety (90) percent of value of work completed, with authorization of the Engineering and Project Management Director until all work is completed and the notice of completion is filed; at which time the remaining funds shall be released thirty-five (35) days thereafter.
 - c. Prior to final acceptance by the city of improvements, the subdivider shall provide the city with a one (1) year maintenance bond in the amount of five (5) percent of the estimated cost of improvements.
- (3) ***Completion of Work by City.*** In the event the subdivider shall fail to complete all improvement work in accordance with the provisions of this Series and the city shall have completed the same, or if the subdivider shall fail to reimburse the city for the cost of incidental expenses or to cover the cost of replacement and the repair of existing streets or other improvements damaged in the development of the subdivision or requiring repair or replacement during the one (1) year guarantee period, the city shall demand performance of the agreement by the subdivider to do such work and reimburse itself for the cost of work agreed to be performed by the subdivider. If the amount of the surety bond or cash deposit exceeds all costs and expenses incurred by the city, the city shall release the remainder of such bond or certification, less the cost and expense incurred by the city. The subdivider shall be liable to the city for any costs additional to those secured in an action to be brought therefore by the city.

Supplemental Improvements

- (1) **Required.** The subdivider may be required to install improvements for the benefit of the subdivision which may contain supplemental size, capacity or number for the benefit of property not within the subdivision as a condition precedent to the approval of a subdivision or parcel map, and thereafter to dedicate such improvements to the public. Supplemental size, capacity or number shall mean that size, capacity or number in excess of the minimum standard city requirements.
- (2) **Improvement Security.** When constructing off-site improvements, the subdivider shall file a bond or security in accordance with subsection (i) above for such sum as the City Engineer deems sufficient to cover the cost of the improvements to assure his full and faithful performance thereof.
- (3) **Reimbursement Agreement.** The city shall enter into an agreement for reimbursement to the subdivider. However, the subdivider shall be reimbursed only for that portion of the cost of such improvements equal to the difference between the amount it would cost the subdivider to install improvements to serve the subdivision only, and the actual cost of oversize improvements or in the case of Master Plan facilities, the subdivider is entitled to one hundred (100) percent of the reimburse cost.
- (4) **Non-Master Plan Reimbursement Procedures.** The subdivider shall submit a written request, along with supporting documentation to the Engineering and Project Management Director. To pay the cost of such reimbursement, the City Council may at its discretion:
 - a. Immediately reimburse the subdivider for the entire cost of oversizing and thereafter levy a charge upon the real property benefitted thereby; or
 - b. Collect a reasonable use charge for the account of the subdividers from persons not within the subdivision using the oversized improvements.
- (5) **Master Plan Reimbursement Procedures.** Upon the expiration of thirty (30) days from the date of the notice of completion, money may be disbursed from the master plan facilities construction fund to pay for or to reimburse others for the cost of all the work referred to in said notice of completion; said money disbursed shall be the actual value of the work completed, as determined by the Engineering and Project Management Director. The developer shall submit all documentation necessary to support final payment within ninety (90) days of the filing of the notice of completion. Failure to do so may void developer's right to request reimbursements.

Utility Fees and Off-Site Charges

- (1) The subdivider shall pay utility fees for sewer, water and storm drainage as may be required by applicable Council resolution or ordinance.
- (2) Engineering plan checking, inspection fees, final map review fee, and off-site charges, i.e., street signs,, stop signs, pavement markings, etc., shall be paid prior to approval of the subdivision agreement by the City Council.

407.03 Design and Construction Standards

Streets and Highways

- (1) The street and highway design shall conform both in width and alignment with any general plan circulation element, precise street plans and other precise plans adopted by the City Council, and right-of-way for any such street or highway indicated on the General Plan or precise plans shall be dedicated to the city by the subdivider.
- (2) Streets and highways not otherwise designated on the Circulation Element of the General Plan shall not be less than those set forth in this section, except where it can be shown by the subdivider that the topography of the land is such as to justify narrower width. Increased widths may be required for bicycle lanes and, when determined necessary, by the City Council in the public interest. Approval or determination of street classification shall be made by the City Council.
 - a. Major arterial/major thoroughfare rights-of-way shall not be less than one hundred sixteen (116) feet in width.
 - b. Minor arterial/minor thoroughfare rights-of-way shall not be less than ninety-four (94) feet in width.
 - c. Collectors without on-street parking rights-of-way shall not be less than fifty-four (54) feet in width.
 - d. Collectors with median and without on-street parking rights-of-way shall not be less than sixty-five (65) feet in width.
 - e. Collectors with on-street parking rights-of-way shall not be less than sixty-eight (68) feet in width.
 - f. Local residential rights-of-way shall not be less than fifty-six (56) feet in width.
 - g. Local commercial street rights-of-way shall not be less than sixty (60) feet in width.
 - h. Cul-de-sac or other dead-end street (that will not provide future access) serving less than ten (10) homes shall not be less than forty-seven (47) feet in width.
- (3) ***Relationship to Existing Streets.*** The street system in the proposed subdivision shall relate functionally to the existing streets in the area adjoining the subdivision and be designed to maximize access points to existing local and collector streets.
- (4) ***Center Lines.*** The center lines of all streets, wherever practicable, shall be the continuations of the center lines of existing streets, or shall be offset at least one hundred fifty (150) feet.
- (5) ***Intersections.*** Each street intersection shall be as near to a right angle as is practicable, and no intersection of streets at angles less than sixty (60) degrees shall be approved, unless necessitated by topographical conditions as determined by the Engineering and Project Management Director.
- (6) ***Corner Cut-Offs.*** At street intersections, the block corners shall have a corner cut-off sufficient to accommodate a City Standard Street Intersection Return, inclusive of a wheelchair ramp.
- (7) ***Cul-de-Sac or Dead-End Streets.*** Cul-de-sac or dead-end street shall be no more than six hundred (600) feet in length and shall have a turnaround having a minimum

radius of 47 feet, measured to the property line, and minimum of forty (40) feet to curb face unless the Engineering and Project Management Director determines that such turnaround is not necessary.

- a. Culs-de-sac streets in the residential zone districts may be permissible at a ratio of twenty (20) percent of lots to be served. When included in a land division, cul-de-sac streets shall be developed in such a manner as to provide bicycle and pedestrian pass-through to another street or cul-de-sac. A cul-de-sac may be approved subject to these requirements for unusual shaped parcels to maximize development potential. Dead end streets may be allowed to permit satisfactory future development of adjacent un- or under-developed property.
 - b. Culs-de-sac and dead end streets shall be avoided in all other districts. If culs-de-sac and dead end streets cannot be avoided, bicycle and pedestrian connections shall be provided from the cul-de-sac or dead end street to nearby public areas and city streets.
- (8) **Curve Radius.** The center line curve radius on all streets shall be designed in accordance with acceptable safe engineering practices. In no case shall the curve radius for an arterial be less than five hundred (500) feet. Center line curve radius on all other streets shall not be less than two hundred (200) feet.
 - (9) **Frontage Streets.** When any lots front or side on any arterial, collector, expressway or freeway, the subdivider may be required to dedicate and improve a frontage street to provide ingress to and egress from such lots. Residential properties shall not take access to/from arterial or collector streets.
 - (10) **Private Roads and Alleys.** Private roads and alleys shall not be permitted unless a Conditional Use Permit is approved by the City Council and, if approved, all private roads or alleys shall be constructed to city standards. Private roads and alleys shall also comply with Section 408.01(e) Warranty and Reserves.
 - (11) **Grades of Streets.** Streets shall not be less than 0.2 percent and not greater than seven (7) percent, unless because of topographical conditions or other exceptional conditions the Engineering and Project Management Director determines that a grade less than 0.2 percent, or in excess of seven (7) percent, is necessary.
 - (12) **Fire Hydrants.** The position of any street within twenty (20) feet of a fire hydrant shall not have a grade in excess of seven (7) percent to allow for the positioning of a fire suppression unit.
 - (13) **Access on Arterials.** Arterial streets shall not be used to provide direct access to individual single-family residential lots. When the rear or side of any lot borders an arterial, the subdivider may be required to execute and deliver to the city an instrument prohibiting the right of vehicular ingress and egress from said arterial to said lot.
 - (14) **Access on Collectors.** The use of a collector as primary direct access to individual single-family residential lots shall not be allowed. When the rear or side of any lot borders a collector, the subdivider may be required to execute and deliver to the city an instrument prohibiting the right of vehicular ingress and egress from said collector to said lot.

- a. **Exception:** Access to collectors may be allowed for parcel maps on lands that cannot be divided further. The infill lots shall have a single or shared driveway that is designed and constructed in such a way that it prevents vehicles from backing onto the public rights of way.

Alleys

- (1) A developer may propose, or the City Council may require, alleys, for any of the following reasons, (if alleys are required, they shall be constructed to city standards):
 - a. Unusual size, shape or topographical character of the property to be subdivided.
 - b. The relationship to existing or proposed commercial, industrial or high density residential development or adjacent railroad right-of-way.
 - c. The special nature of the design or density of a residential subdivision where dwellings are grouped in such a manner as to require access from other than the street frontage.
 - d. The need to maintain continuity of existing alleys where the property to be subdivided is located immediately between existing residential blocks where alleys are provided.
- (2) Residential alleys shall have a minimum dedicated width of twenty (20) feet.
- (3) Alleys shall be provided where needed to serve existing or proposed commercial or industrial areas, and shall have a minimum dedicated width of thirty (30) feet, with adequate provisions for ingress and egress.
- (4) A twenty (20) foot corner diagonal right-of-way cutoff, measured along the property lines from the point of intersection, will be required where two (2) alleys intersect. An ADA compliant accessibility ramp shall be constructed pursuant to the city design standards.
- (5) Alleys shall be so laid out and aligned as to provide reasonable access for utilities and other services.
- (6) Dead-end alleys shall be prohibited.

Pedestrian Ways

- (1) Pedestrian ways ten (10) feet or more in width may be required:
 - a. Through the middle of blocks that are more than six hundred (600) feet in length;
 - b. To connect culs-de-sac;
 - c. To provide access to playgrounds, parks, schools, shopping centers, or similar community facilities; and/or
 - d. To provide access to trails or bikeways shown in the General Plan.
- (2) The subdivider shall install paving, lighting, landscaping, and fences as approved by the City Council or Parcel Map Committee unless otherwise waived.

Bikeways. Bikeways shall be required in all locations shown in the General Plan or as approved by the City Council or Parcel Map Committee. Bikeway width, paving, landscaping, fencing, and signs shall be as approved by the City Council or Parcel Map Committee.

Trails. Trails shall be developed in all areas identified in the General Plan, and along all watercourses as shown in the General Plan Land Use Diagram. Where trails are incorporated in a project design, adequate line of sight and building orientation shall be provided to ensure that no more than thirty (30) percent of the length of the trail is not visible from the front yard setback of an adjacent parcel, with no segment of the trail greater than 180 feet not visible from the front yard setback of an adjacent parcel.

Street Names

- (1) All street names shall be approved by the City Council. Duplication of existing names shall not be allowed, unless the streets are approximately in alignment with existing streets and not so far removed as to be confusing.
- (2) Names of through streets in a north-south alignment shall be followed by the designation “street,” and the names of through streets in an east-west alignment shall be followed by the designation “avenue.”
- (3) Cul-de-sac streets in a north-south alignment shall be followed by the designations of either “place,” “way” or “drive,” and cul-de-sac streets in an east-west alignment shall be followed by the designations of either “lane,” “circle” or “court.”

Blocks

- (1) **Block Length.** Blocks shall not exceed six hundred (600) feet in length, unless existing adjacent property alignment, topographic, or traffic conditions justify a variation. Blocks longer than six hundred (600) feet in length shall provide mid-block pedestrian crossings so that there is no more than six hundred (600) feet of continuous block without a pedestrian crossing. Blocks in the Hillside Zone Overlay are exempt from the block length limitations and requirement for mid-block crossings.
- (2) **Block Width.** The width of each block shall be sufficient for an ultimate layout of two (2) tiers of lots, therein of a size required by the provisions of this chapter, unless the conditions justify or make necessary a variation from this requirement, such as development adjacent to an arterial.

Lots

- (1) **Lot Width.** Each residential lot or parcel shall have frontage width of not less than that required by this Ordinance except as approved by the City Council as provided for in Section 400.05, Authority to Vary Regulations.
- (2) **Lot Depth.** Lot depths shall not exceed two and one-half (2.5) times the proposed lot width except where existing topography makes such dimensions infeasible.
- (3) **Lot Area.** The area of all lots shall comply with the requirements of this Ordinance relative to each particular zoning district.
- (4) **Lot Frontage.** Lots shall have a single frontage on a street; double frontage lots or lots without street frontage will not be permitted except where, in the opinion of the Parcel Map Committee or City Council, topographic or unusual physical conditions justify a deviation from this rule.
- (5) **Flag Lot.** Residential flag lots may be permitted with a Parcel Map, if it meets the standard requirements for lot width and lot depth. In measuring lot depth for a flag lot, the un-developable access strip shall not count toward lot depth, nor shall it be considered in calculating the depth to width ratio described in subsection (2) Lot Depth, above.
- (6) **Side Lines.** The side lines of lots shall, wherever practicable, be required to run at right angles or radially to the street upon which the lot faces.
- (7) **Lot Numbering.** Lot numbers shall begin with the numeral "1", and shall continue consecutively through all of the units of the tract with no omissions or duplications, and no block numbers shall be used.
- (8) **Division of Lots.** No lot shall be divided by a county, city, school, or any other taxing district boundary lines.
- (9) **Suitability of Lots.** All lots shall be suitable for the purpose for which they are intended to be used. Land subject to flooding or deemed by the Parcel Map Committee or City Council to be non-buildable shall be indicated on the final map.
- (10) **Land Remnants.** All remnants of below-minimum size left over after the subdivision of a larger tract must be added to adjacent lots rather than allowed to remain as unusable parcels.

Access Limitation Strips

- (1) A one (1) foot access limitation strip shall be provided at the dead end of a stubbed street or at the edge of a partial width street, and shall be offered for dedication to the city for future street purposes.
- (2) Access limitation strips shall be designated on the final map of the subdivisions and shall be specifically referred to in dedication and acceptance certificates.

Landscaping and Lighting Maintenance Districts. Each subdivision shall be subject to the creation of a Landscaping and Lighting Maintenance District in compliance with the Landscaping and Lighting Act of 1972 (Streets and Highways Code §22500 et. Seq.) to address the extension of improvements such as but not limited to lighting, common landscape areas, including pocket parks, perimeter walls, drainage systems beneficial to

specific subdivision, drainage reservoirs, and open space areas, and the maintenance of such facilities through appropriate mechanisms as approved by the City Attorney. If a Landscaping and Lighting Maintenance District, Benefit Assessment District, or similar district is required, the following standards apply:

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

Waiver of Right to Protest District Formation. Prior to final map approval, each subdivider shall record a document waiving their right to protest a new assessment or an assessment increase equal to or less than a CPI adjustment for a city-wide Landscaping and Lighting Maintenance District or other maintenance district when at least fifty percent plus one ($50\% + 1$) of the city is already in such district under the provisions of Government Code Section 53753.

Grading and Erosion Control. Every map approved pursuant to this Series shall be conditioned on compliance with the requirements for grading and erosion control, including the prevention of sedimentation or damage to off-site property, set forth in of the California Building Code of the most recently adopted edition. Steep terrain and other topographical features may limit the abilities of a subdivider to perform mass grading operations. At the discretion of the Engineering and Project Management Director, individual grading plans for each individual lot may be submitted with the building permit in lieu of a mass grading plan normally submitted with the improvement plans.

Protection of Natural Features and Trees

- (1) **Natural Features.** Significant rock outcroppings and other unusual land forms shall be shown and identified on the tentative map and on improvement and landscape plans. Such features shall be preserved as required by the Parcel Map Committee or City Council.
- (2) **Trees.**
 - a. All existing trees six (6) inches in diameter or over shall be shown on the tentative map with a notation as to the size, species and dripline. Trees that

are part of an agricultural crop may be shown as the outer extent of the planting with a notation as to the species and average tree size and dripline.

- b. Existing trees six (6) inches or over in diameter may be required to be preserved. In cases where tree preservation is required, all grading and necessary tree trimming shall be conducted in accordance with an arborist's recommendations for tree preservation.
- c. Trees within a proposed public right-of-way shall be removed only for good cause to protect the public safety or to allow the installation of adequate public facilities as may be approved by the City Engineer and the Zoning Administrator.

Storm Water Management Plan. Every map approved pursuant to this Series shall be conditioned to comply with the requirements of the City's Storm Water Management Plan, which includes measures that control construction site run-off and post-construction run-off.

Watercourses

- (1) In accordance with Sections 66478.1 through 66478.10 inclusive of the Subdivision Map Act, if the land division will front upon a public waterway, river, or stream, as defined in Section 66478.4(c), access routes and easements along the bank shall be provided as follows:
 - a. The land division shall provide, or have available, reasonable public access by fee or easement from a public highway to that portion of the bank of such river or stream bordering or lying within the proposed land division, as determined by the Parcel Map Committee or City Council in accordance with Section 66478.5 of the California Government Code;
 - b. The land division shall provide for a dedication of a public easement along a portion of the bank of such river or stream bordering or lying within the proposed land division, as determined by the City Council in accordance with Section 66478.5 of the California Government Code; and
 - c. The Parcel Map Committee or City Council shall determine the governmental entity to which such access route or easement shall be dedicated, and all dedications shall be in accordance with Section 66478.6 of the California Government Code.
- (2) In accordance with Section 66478.12 of the California Government Code, if the land division will front upon any lake or reservoir that is owned in part or entirely by any public agency, including but not limited to the United States, State of California, or the City of Porterville, the land division shall be provided with or have available reasonable access by fee or easement from public highways to the water of the lake or reservoir upon which the land division borders either within the land division or a reasonable distance from the land division, as determined by the City Council or the Parcel Map Committee, as appropriate, in accordance with said statute. The Parcel Map Committee or City Council shall determine the governmental entity to which such dedication shall be made.

- (3) If a land division is traversed by a river, stream, or creek, the subdivider shall leave such river, stream, or creek in its natural condition whenever practical. Sufficient right-of-way shall be dedicated to the city or other public entity and improved for flood control purposes as necessary to accommodate flows of water that would be generated by a flood of one hundred (100) year frequency. In the event that a land division is to front upon a river, stream, or creek, the provisions of this paragraph shall apply to that portion of the bank thereof bordering or lying within the proposed land division. The Parcel Map Committee or City Council shall determine the governmental entity to which such dedication shall be made.
- (4) The City Council may disapprove a tentative map because of flood hazard and inundation, and/or require protective improvements to be constructed as a condition precedent to approval of the map.

Drainage Reservoirs

- (1) Temporary drainage reservoirs will only be allowed in areas where it has been determined by the Engineering and Project Management Director that it is not practical to implement the intent of the latest adopted version of the Storm Drain Master Plan. Landscape and irrigation systems shall be installed as approved by the Director of Parks and Leisure Services. Maintenance of these facilities shall be part of the maintenance district created for the benefit of the subdivision.
- (2) Temporary drainage reservoirs may be approved until such time as Storm Drain Master facilities are available for connection and shall be granted to the city as an easement.
- (3) Drainage Reservoirs designated in the Storm Drain Master Plan shall be considered permanent facilities and title of the land shall be held by the city in fee. Property acquisitions shall be in the form of a dedication or purchased in accordance with the City's Storm Drain Master Plan and City's Property and Right-of-Way Acquisitions Policy and Procedures Manual. Landscaping and irrigation systems shall be installed as approved by the Director of Parks and Leisure Services.

This page intentionally left blank

Chapter 408 Common Interest Developments (Condominiums)

Sections:

- 408.01 New Residential Condominiums
- 408.02 Residential Condominium Conversions
- 408.03 New Commercial and Industrial Condominiums
- 408.04 Commercial and Industrial Condominium Conversions

408.01 New Residential Condominiums

Purpose. The ownership of residential condominiums is distinguished by a sharing of responsibility that is not common to most other types of residential development. As a result, the purpose of this Series is to establish criteria for the construction of new residential condominiums to prevent problems inherent in community ownership that might be detrimental to the health, safety, and welfare of residents of such projects and the community at large.

Applicability. The regulations set forth in this Series shall apply to the construction of new residential condominiums.

Conditional Use Permit and Maps Required. A conditional use permit and tentative map approved by the City Council is required for all residential condominium applications.

Application and Fees. The applicant of a proposed condominium project shall submit the required number of copies of the Conditional Use Permit application and tentative maps to the Zoning Administrator, together with the requested filing and inspection fees. In addition to the required permit and map submittals, the applicant shall submit:

- (1) **Development Plan.** Schematic development plans with dimensions, consisting of at least a site plan, parking plan, typical floor plan, and building elevations showing natural and proposed grades;
- (2) **Landscaping Plan.** A preliminary landscaping plan of the project indicating the types and sizes of landscaping materials and permanent irrigation facilities;
- (3) **Department of Real Estate Application.** A copy of the project application submitted to the State of California's Department of Real Estate for a subdivision public report;
- (4) **Covenants, Conditions and Restrictions.** The proposed covenants, conditions and restrictions (CC&Rs); and
- (5) **Additional Information.** Any other information the Zoning Administrator finds necessary to evaluate the project.

Warranty and Reserves.

- (1) **Warranty for Improvements.** The subdivider shall provide to the Homeowners' Association and/or purchaser a one (1) year warranty on all physical improvements required under this Ordinance.

- (2) **Long Term Reserves.** Prior to approval of the final map, or parcel map if no final map is required, the subdivider shall provide evidence to the city that a long-term reserve fund for replacement has been established in the name of the homeowners' association. Such fund shall equal two (2) times the estimated monthly homeowner's assessment for each dwelling unit.

Covenants, Conditions, and Restrictions. Project covenants, conditions, and restrictions (CC&Rs) shall be developed, and shall be reviewed and approved by the City Attorney and Zoning Administrator prior to approval of the Final or Parcel Map. In addition to the following provisions, the CC&Rs shall reference by incorporation the approved Conditions of Approval, and shall be recorded in conjunction with the Final or Parcel Map.

- (1) **Conveyance of Private Open Space.** The surface area and appurtenant air space of Private Open Space areas, including but not limited to the patio, deck, balcony, solarium, or atrium and any integral portion of that space that may exceed the minimum area requirements, shall be described and conveyed in the grant deed as an integral part of the unit.
- (2) **Assignment and Use of Required Parking Spaces.** Required parking spaces shall be permanently and irrevocably specifically assigned to particular units within the project. To the maximum practicable extent, the spaces assigned to each unit shall be contiguous. In no case shall the private storage area of one (1) unit overhang or take its access from the required parking space of another unit. All studio and one (1) bedroom units shall be assigned one (1) parking space and may rent additional spaces from the Homeowners' Association. An occupant of a unit with two (2) or more bedrooms may rent one (1) parking space back to the Homeowners' Association. All parking spaces, except those specifically designated for recreational vehicles, shall be used solely for the purpose of parking motor vehicles as defined by the California Vehicle Code, and shall not be used for trailers, unmounted campers, boats, or similar recreational vehicles.
- (3) **Right of Public Entry to Common Area.** Officers, agents, and employees of the city, the County, the State, and the United States Government, and any department, bureau, or agency thereof, shall have the right of immediate access to all Common Areas at all times for the purpose of preserving the public health, safety, and welfare, except in those instances where a Common Area is accessible only through a private unit.
- (4) **Maintenance of Common Area.** Provision shall be made both for annual assessments of the owners for maintenance and special assessments for capital improvements. The amount of the regular annual assessment and the procedure for its change shall be specified. The manner in which special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area shall be specified. Both annual and special assessments may be collected on a monthly basis. The remedies which the Homeowners' Association may bring for the nonpayment of assessments shall be specified and may include penalties for late payment. Assignment of the maintenance responsibilities of all improvements and utility systems for each unit shall be specified.

- (5) **Utility Easements over Private Streets and Other Areas.** Required public utility easements shall be referenced and any required access routes necessary to assure that firefighting equipment can reach and operate efficiently in all areas.
- (6) **Access for Construction, Maintenance, or Repairs.** Each Owner and the Homeowners' Association shall have an easement for entry upon any privately owned unit, where necessary, in connection with construction, maintenance, or repair for the benefit of the Common Area or the owners of the units in common.
- (7) **Right to Terminate Management and Maintenance Contracts.** Unless otherwise prohibited by law, or any local, state, or federal regulation, reference shall be made to the Homeowners' Association's right to terminate the contract of any person or organization engaged by the developer to perform management or maintenance duties three (3) months after the Homeowners' Association assumes control of the project, or at that time renegotiate any such contracts.
- (8) **CC&R Amendments.** A statement that the CC&Rs shall not be amended, modified, or changed without first obtaining the written consent of the city.

408.02 Residential Condominium Conversions

Purpose. The purpose of this Series is to establish criteria for the conversion of existing multiple-family rental housing to condominiums and to reduce the impact of such conversions on residents in rental housing who may be required to relocate due to the conversion.

Applicability. The regulations set forth in this Series shall apply to the conversion of existing multiple-family rental housing to condominiums. This Series shall not apply to a "limited-equity housing cooperative" as defined in Section 11003.4 of the California Business and Professional Code.

Conditional Use Permit and Maps Required. A conditional use permit and tentative map approved by the City Council is required for all residential condominium conversion applications.

Application and Fees. The applicant of a proposed condominium conversion project shall submit the required number of copies of the Conditional Use Permit application and tentative maps to the Zoning Administrator, together with the requested filing and inspection fees. In addition to the required permit and map submittals, the applicant shall submit:

- (1) **Physical Elements Report.** A report prepared by a registered engineer or architect or licensed qualified contractor describing the physical elements of all structures and facilities. The report shall include, but not be limited to, the following:
 - a. **Structural Condition of Elements.** A report detailing the structural condition of all elements of the property, including foundations, electrical, plumbing, utilities, walls, roofs, ceilings, windows, recreational facilities, sound transmission of each building, mechanical equipment, parking facilities and appliances. The report shall state, to the best knowledge or estimate of the applicant, when such element was built; the condition of each element; when said element was replaced; the approximate date upon

which said element will require replacement; the cost of replacing said element; and any variation of the physical condition of said element from the current zoning and from the California Building Code in effect on the date that the last building permit was issued for the subject structure. The report shall identify any defective or unsafe elements and set forth the proposed corrective measures to be employed.

- b. Pest Control. A report from a licensed structural pest control operator, on each structure and each unit within the structure.
 - c. Soil Conditions. A report on soil and geological conditions regarding soil deposits, faults, and groundwater in the vicinity of the project and a statement regarding any known evidence of soils problems relating to the structures. Reference shall be made to any previous soils reports for the site and a copy submitted with said report.
 - d. Repairs and Improvements. A statement of repairs and improvements to be made by the subdivider necessary to refurbish and restore the project to achieve a high degree of appearance and safety.
- (2) ***Covenants, Conditions and Restrictions.*** The proposed covenants, conditions and restrictions (CC&Rs).
 - (3) ***Notice of Intent to Convert.*** Signed copies from each tenant of Notice of Intent to Convert, as specified in subsection (g) below. The subdivider shall submit evidence that a letter of notification was sent to each tenant for whom a signed copy of said notice is not submitted. This requirement shall be deemed satisfied if such notices comply with the legal requirements for service by mail.
 - (4) ***Additional Information.*** Any other information the Zoning Administrator finds necessary to evaluate the project.

Filing and Processing

- (1) ***Acceptance of Reports.*** The final form of the Physical Elements Report and other documents shall be as approved by the city. The reports in their acceptable form shall remain on file with the Community Development Department for review by any interested persons. The report shall be referenced in the subdivision report to the review authority.
- (2) ***Submittal of Budget.*** Prior to final map approval, the subdivider shall provide the city with a copy of the proposed budget for maintenance and operation of common facilities, including needed reserves. The budget shall show estimated monthly costs to the owner of each unit, projected over a five (5) year period, or such time as is required by the Department of Real Estate. Such budget shall be prepared or reviewed and analyzed by a professional management firm, experienced with management of condominium complexes. The management firm shall submit a statement of professional qualifications.
- (3) ***Copy to Buyers.*** The subdivider shall provide each purchaser with a copy of all submittals (in their final, acceptable form) required by subsection (d) above prior to said purchaser executing any purchase agreement or other contract to purchase a unit in the project, and said developer shall give the purchaser sufficient time to

review said information. Copies of the submittals shall be made available at all times at the sales office and shall be posted at various locations, as approved by the city, at the project site. Copies shall be provided to the homeowners' association upon its formation.

- (4) ***Final Information Submitted.*** No later than six (6) months from the date the subdivider closes escrow on the first sale of a unit, the subdivider shall submit the following information to the Community Development Department:
 - a. Name, address and phone number of Homeowners' Association;
 - b. Actual sale price of units;
 - c. Actual Homeowners' Association fee;
 - d. Number of prior tenants who purchased units; and
 - e. Number of units purchased with intent to be used as rentals.

Development Standards. All condominium conversions must conform to the Porterville Municipal Code in effect at the time of tentative map approval except as otherwise provided in this Series. The Building Official shall perform an assessment of building conditions prior to tentative map approval. A report of deficiencies shall accompany the tentative map staff report and presented to City Council, as the case may be. A physical inspection of every unit shall be required prior to final map approval or tentative map approval if no final map is required.

- (1) ***Modification of Development Standards.*** The base district development standard requirements of Series 200, Base Districts, may be modified by the City Council based on findings that the quality of life accommodated by the project will not be compromised and that residents will benefit from other amenities that are located in close proximity to the project site.
- (2) ***Warranty for Improvements.*** The subdivider shall provide to the Homeowners' Association and/or purchaser a one (1) year warranty on all physical improvements required under this section.
- (3) ***Long Term Reserves.*** Prior to approval of the final map, or parcel map if no final map is required, the subdivider shall provide evidence to the city that a long-term reserve fund for replacement has been established in the name of the homeowners' association. Such fund shall equal two (2) times the estimated monthly homeowner's assessment for each dwelling unit.

Tenant Provisions. Notices to tenants shall be provided as required in Section 66427.1 of the Subdivision Map Act. All written notices to tenants required by this section shall be deemed satisfied if such notices comply with the legal requirements for service by mail. In addition, at least three (3) days before any hearing or action on a proposed tentative map for a conversion, the Community Development Department shall provide a copy of the staff report to the subdivider and to each tenant of the property.

- (1) ***Notice of Intent.*** A notice of intent to convert shall be delivered by the Subdivider to each tenant at least sixty (60) days prior to filing of the tentative map. The form of the notice shall be in the form outlined in Section 66452.9 of the Subdivision Map Act and approved by the Zoning Administrator.

- (2) **Notice of Public Report.** Each tenant shall receive ten (10) days' written notice that an application for a public report will be or has been submitted to the Department of Real Estate and that such report will be available on request.
- (3) **Notice of Final Map Approval.** Each tenant shall receive written notification within 10 days of approval of a final map for the proposed conversion.
- (4) **Tenant's Right to Purchase.** Any present tenant shall be given notice of an exclusive right to contract for the purchase of his or her respective unit upon the same terms and conditions that such unit will be initially offered to the general public or terms more favorable to the tenant. The right shall run for a period of not less than ninety (90) days from the date of issuance of the subdivision public report unless the tenant gives prior written notice of his or her intention not to exercise the right. Evidence of receipt by each tenant shall be submitted prior to approval of the final map.
- (5) **Vacation of Units.** Each tenant not in default under the obligations of the rental agreement or lease under which they occupy their unit shall be given one hundred eighty (180) days' written notice of intention to convert their unit prior to termination of tenancy. The subdivider shall notify each tenant immediately prior to the time of final map approval of the anticipated date required to vacate the unit. Evidence of receipt by each tenant shall be submitted prior to approval of the final map.
- (6) **No Increase in Rents.** The rents charged tenants at the time when a completed tentative map application was accepted by the Community Development Department shall not be increased for two (2) years from that acceptance time, or until the unit is sold or the subdivision is denied, withdrawn or reverted to acreage. The increase in rent on a unit which has been vacated after receipt of the application by the Community Development Department shall not be subject to control.
- (7) **Notice to New Tenants.** At least thirty (30) days prior to the filing of the tentative map, the subdivider shall give notice of the filing of the map to each person applying after such date for rental of a unit immediately prior to acceptance of any rent or deposit. The notice shall be in the form outlined in Section 66452.8(b) of the Subdivision Map Act and shall advise the prospective tenant that notice will be provided at least one hundred eighty (180) days prior to the actual conversion. If the subdivider fails to give notice in accordance with this section, he or she shall pay to each prospective tenant who becomes a tenant and who was entitled to such notice and who does not purchase his or her unit, an amount equal to two (2) times monthly rent for moving expenses.

Covenants, Conditions, and Restrictions. Project covenants, conditions, and restrictions (CC&Rs) shall be developed, and shall be reviewed and approved by the City Attorney and Zoning Administrator prior to approval of the Final or Parcel Map. In addition to the following provisions, the CC&Rs shall reference by incorporation the approved Conditions of Approval, and shall be recorded in conjunction with the Final or Parcel Map.

- (1) **Conveyance of Private Open Space.** The surface area and appurtenant air space of Private Open Space areas, including but not limited to the patio, deck, balcony, solarium, or atrium and any integral portion of that space that may exceed the

minimum area requirements, shall be described and conveyed in the grant deed as an integral part of the unit.

- (2) ***Assignment and Use of Required Parking Spaces.*** Required parking spaces shall be permanently and irrevocably specifically assigned to particular units within the project. To the maximum practicable extent, the spaces assigned to each unit shall be contiguous. In no case shall the private storage area of one (1) unit overhang or take its access from the required parking space of another unit. All studio and one (1) bedroom units shall be assigned one (1) parking space and may rent additional spaces from the Homeowners' Association. An occupant of a unit with two (2) or more bedrooms may rent one (1) parking space back to the Homeowners' Association. All parking spaces, except those specifically designated for recreational vehicles, shall be used solely for the purpose of parking motor vehicles as defined by the California Vehicle Code, and shall not be used for trailers, unmounted campers, boats, or similar recreational vehicles.
- (3) ***Right of Public Entry to Common Area.*** Officers, agents, and employees of the city, the County, the State, and the United States Government, and any department, bureau, or agency thereof, shall have the right of immediate access to all Common Areas at all times for the purpose of preserving the public health, safety, and welfare, except in those instances where a Common Area is accessible only through a private unit.
- (4) ***Maintenance of Common Area.*** Provision shall be made both for annual assessments of the owners for maintenance and special assessments for capital improvements. The amount of the regular annual assessment and the procedure for its change shall be specified. The manner in which special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area shall be specified. Both annual and special assessments may be collected on a monthly basis. The remedies which the Homeowners' Association may bring for the nonpayment of assessments shall be specified and may include penalties for late payment. Assignment of the maintenance responsibilities of all improvements and utility systems for each unit shall be specified.
- (5) ***Utility Easements over Private Streets and Other Areas.*** Required public utility easements shall be referenced and any required access routes necessary to assure that firefighting equipment can reach and operate efficiently in all areas.
- (6) ***Access for Construction, Maintenance, or Repairs.*** Each Owner and the Homeowners' Association shall have a right to enter upon any privately owned unit, where necessary, in connection with construction, maintenance, or repair for the benefit of the Common Area or the owners of the units in common.
- (7) ***Right to Terminate Management and Maintenance Contracts.*** Unless otherwise prohibited by law, or any local, state, or federal regulation, reference shall be made to the Homeowners' Association's right to terminate the contract of any person or organization engaged by the developer to perform management or maintenance duties three (3) months after the Homeowners' Association assumes control of the project, or at that time renegotiate any such contracts.

- (8) **CC&R Amendments.** A statement that the CC&Rs shall not be amended, modified, or changed without first obtaining the written consent of the city.

Required Findings. In addition to any other findings that this Subdivision Ordinance requires, the City Council shall not approve a final map for conversion unless it finds that each tenant has been given and received notice in compliance with the requirements of Section 66427.1 of the Subdivision Map Act.

408.03 New Commercial and Industrial Condominiums

Purpose. The ownership of commercial and industrial condominiums is distinguished by a sharing of responsibility that is not common to most other types of development. As a result, the purpose of this Series is to establish criteria for the construction of new commercial and industrial condominiums to prevent problems inherent in community ownership that might be detrimental to the health, safety, and welfare of residents of such projects and the community at large.

Applicability. The regulations set forth in this Series shall apply to the construction of new commercial and industrial condominiums.

If a commercial or industrial condominium is proposed in combination with a residential condominium, the requirements of this section and Section 408.01, New Residential Condominiums, shall be read together, with the relevant requirements applying to the portions of the project.

Conditional Use Permit and Maps Required. A conditional use permit and tentative map approved by the City Council is required for all commercial and industrial condominium applications.

Application and Fees. The applicant of a proposed commercial or industrial condominium project shall submit the required number of copies of the Conditional Use Permit application and tentative maps to the Zoning Administrator, together with the requested filing fee. In addition to the required permit and map submittals, the applicant shall submit:

- (1) **Development Plan.** A development plan of the project including location and sizes of structures, exterior elevations, parking layout, and access areas;
- (2) **Landscaping Plan.** A preliminary landscaping plan of the project indicating the types and sizes of landscaping materials and permanent irrigation facilities;
- (3) **Reserve Fund Study.** A reserve study showing the amount which must be set aside as long-term reserves for capital and maintenance replacement.
- (4) **Covenants, Conditions and Restrictions.** The proposed covenants, conditions and restrictions (CC&Rs); and
- (5) **Additional Information.** Any other information the Zoning Administrator find necessary to evaluate the project.

Development Standards. In addition to the development standards contained in the applicable zoning district that permit commercial and industrial condominiums, the following development standards shall apply:

(1) Sound Transmission.

- a. *Shock Mounting of Mechanical Equipment.* All permanent mechanical equipment, such as motors, compressors, pumps, and compactors, which is determined by the Building Official to be a source of structural vibration or structure-borne noise shall be shock mounted with inertia blocks or bases and/or vibration isolators in a manner approved by the Building Official.
- b. *Noise Standards.* Common walls and floors between dwelling units shall comply with the California Building Code provisions governing noise resistance for newly constructed common wall and floors.

Trash and Recycling Collection Areas. Trash and recycling collection areas shall be provided within two hundred fifty (250) feet of the units they are designed to serve, and shall comply with the City of Porterville specifications for trash enclosures.

Utilities. All units shall have separate gas and electric meters and provisions for individual shut-off of all utility valves, including water.

Warranty for Improvements. The subdivider shall provide to the Condominium Association and/or purchaser a one (1) year warranty on all physical improvements required under this section.

Long Term Reserves. Prior to approval of the final map, or parcel map if no final map is required, the subdivider shall provide evidence to the city that a long-term reserve fund for replacement has been established in the name of the condominium association. Such fund be based on a reserve study showing the amount which must be set aside monthly for the reserve account.

Covenants, Conditions, and Restrictions. Project covenants, conditions, and restrictions (CC&Rs) shall be developed, and shall be reviewed and approved by the City Attorney and Zoning Administrator prior to approval of the Final or Parcel Map. In addition to the following provisions, the CC&Rs shall reference by incorporation the approved Conditions of Approval, and shall be recorded in conjunction with the Final or Parcel Map.

- (1) ***Right of Public Entry to Common Area.*** Officers, agents, and employees of the city, the County, the State, and the United States Government, and any department, bureau, or agency thereof, shall have the right of immediate access to all Common Areas at all times for the purpose of preserving the public health, safety, and welfare, except in those instances where a Common Area is accessible only through a private unit.
- (2) ***Maintenance of Common Area.*** Provision shall be made both for annual assessments of the owners for maintenance and special assessments for capital improvements. The amount of the regular annual assessment and the procedure for its change shall be specified. The manner in which special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area shall be specified. Both annual and special assessments may be collected on a monthly basis. The remedies which the Condominium Association may bring for the nonpayment of assessments shall be specified and may include penalties for

late payment. Assignment of the maintenance responsibilities of all improvements and utility systems for each unit shall be specified.

- (3) ***Utility Easements over Private Streets and Other Areas.*** Required public utility easements shall be referenced and any required access routes necessary to assure that firefighting equipment can reach and operate efficiently in all areas.
- (4) ***Access for Construction, Maintenance, or Repairs.*** Each Owner and the Condominium Association shall have the right to enter upon any privately owned unit, where necessary, in connection with construction, maintenance, or repair for the benefit of the Common Area or the owners of the units in common.
- (5) ***Right to Terminate Management and Maintenance Contracts.*** Unless otherwise prohibited by law, or any local, state, or federal regulation, reference shall be made to the Condominium Association's right to terminate the contract of any person or organization engaged by the developer to perform management or maintenance duties three (3) months after the Condominium Association assumes control of the project, or at that time renegotiate any such contracts.
- (6) ***CC&R Amendments.*** A statement that the CC&Rs shall not be amended, modified, or changed without first obtaining the written consent of the city.

408.04 Commercial and Industrial Condominium Conversions

Purpose. The ownership of commercial and industrial condominiums is distinguished by a sharing of responsibility that is not common to most other types of development. As a result, the purpose of this section is to establish criteria for the conversion of existing buildings to commercial or industrial condominiums to prevent problems inherent in community ownership that might be detrimental to the health, safety, and welfare of residents of such projects and the community at large.

Applicability. The regulations set forth in this section shall apply to the conversion of existing buildings into commercial or industrial condominiums.

If a commercial or industrial condominium conversion is proposed in combination with a residential condominium, the requirements of this section and Section 408.03, New Commercial and Industrial Condominiums, shall be read together, with the relevant requirements applying to the portions of the project.

Conditional Use Permit and Maps Required. A conditional use permit and tentative map approved by the City Council is required for all commercial and industrial condominium conversion applications.

Application and Fees. The applicant of a proposed commercial or industrial condominium conversion project shall submit the required number of copies of the Conditional Use Permit application and tentative maps to the Zoning Administrator, together with the requested filing fee. In addition to the required permit and map submittals, the applicant shall submit:

- (1) ***Physical Elements Report.*** A report prepared by a registered engineer or architect or licensed qualified contractor describing the physical elements of all structures and facilities. The report shall include, but not be limited to, the following:

- a. *Structural Condition of Elements.* A report detailing the structural condition of all elements of the property, including foundations, electrical, plumbing, utilities, walls, roofs, ceilings, windows, recreational facilities, sound transmission of each building, mechanical equipment, parking facilities and appliances. The report shall state, to the best knowledge or estimate of the applicant, when such element was built; the condition of each element; when said element was replaced; the approximate date upon which said element will require replacement; the cost of replacing said element; and any variation of the physical condition of said element from the current zoning and from the California Building Code in effect on the date that the last building permit was issued for the subject structure. The report shall identify any defective or unsafe elements and set forth the proposed corrective measures to be employed.
 - b. *Pest Control.* A report from a licensed structural pest control operator, on each structure and each unit within the structure.
 - c. *Soil Conditions.* A report on soil and geological conditions regarding soil deposits, faults, and groundwater in the vicinity of the project and a statement regarding any known evidence of soils problems relating to the structures. Reference shall be made to any previous soils reports for the site and a copy submitted with said report.
 - d. *Repairs and Improvements.* A statement of repairs and improvements to be made by the subdivider necessary to refurbish and restore the project to achieve a high degree of appearance and safety.
- (2) *Notice to Tenants.* Evidence of written notice provided to each tenant explaining that the owner intends to apply to the city for a condominium conversion. The notice to tenants must be sent at least one hundred and eighty (180) days before the application is submitted to the city, and further notice must be given to any tenant who occupies the building after the original notice was sent.
 - (3) *Plot Plan.* A plot plan of the project including location and sizes of structures, square footage of each building and unit, exterior elevations, parking layout, and access areas;
 - (4) *Budget.* A proposed budget for maintenance and operation of common facilities, including needed reserves. The budget shall show estimated monthly costs to the owner of each unit, projected over a five (5) year period. Such budget shall be prepared or reviewed and analyzed by a professional management firm, experienced with management of similar condominium complexes. The management firm shall submit a statement of professional qualifications.
 - (5) *Covenants, Conditions and Restrictions.* The proposed covenants, conditions and restrictions (CC&Rs); and
 - (6) *Additional Information.* Any other information the Zoning Administrator find necessary to evaluate the project.

Filing and Processing

- (1) **Acceptance of Reports.** The final form of the Physical Elements Report and other documents shall be as approved by the city. The reports in their acceptable form shall remain on file with the Community Development Department for review by any interested persons. The report shall be referenced in the subdivision report to the review authority.
- (2) **Copy to Buyers.** The subdivider shall provide each purchaser with a copy of all submittals (in their final, acceptable form) required by Section 408.04(d), Application and Fees, prior to said purchaser executing any purchase agreement or other contract to purchase a unit in the project, and said developer shall give the purchaser sufficient time to review said information. Copies of the submittals shall be made available at all times at the sales office and shall be posted at various locations, as approved by the city, at the project site. Copies shall be provided to the condominium association upon its formation.

Development Standards. All condominium conversions must conform to the Porterville Municipal Code in effect at the time of tentative map approval except as otherwise provided in this section. The Building Official shall perform an assessment of building conditions prior to tentative map approval. A report of deficiencies shall accompany the tentative map staff report and presented to City Council. A physical inspection of every unit shall be required prior to final map approval or tentative map approval if no final map is required. In addition to the requirements required in other sections of the Municipal Code, the conversion shall comply with the following requirements:

- (1) **Sound Transmission.**
 - a. **Shock Mounting of Mechanical Equipment.** All permanent mechanical equipment, such as motors, compressors, pumps, and compactors, which is determined by the Building Official to be a source of structural vibration or structure-borne noise shall be shock mounted with inertia blocks or bases and/or vibration isolators in a manner approved by the Building Official.
 - b. **Noise Standards.** The structure shall conform to all interior and exterior sound transmission standards of the Municipal Code. In such cases where present standards cannot reasonably be met, the applicant may be required to notify potential buyers of the noise deficiency currently existing within these units.
- (2) **Trash and Recycling Collection Areas.** Trash and recycling collection areas shall be provided within two hundred fifty (250) feet of the units they are designed to serve, and shall comply with the City of Porterville specifications for trash enclosures.
- (3) **Utilities.** All units shall have separate gas and electric meters and provisions for individual shut-off of all utility valves, including water.
- (4) **Warranty for Improvements.** The subdivider shall provide to the Condominium Association and/or purchaser a one (1) year warranty on all physical improvements required under this section.
- (5) **Long Term Reserves.** Prior to approval of the final map, or parcel map if no final map is required, the subdivider shall provide evidence to the city that a long-term reserve fund for replacement has been established in the name of the condominium

association. Such fund be based on a reserve study showing the amount which must be set aside monthly for the reserve account.

Covenants, Conditions, and Restrictions. Project covenants, conditions, and restrictions (CC&Rs) shall be developed, and shall be reviewed and approved by the City Attorney and Zoning Administrator prior to approval of the Final or Parcel Map. In addition to the following provisions, the CC&Rs shall reference by incorporation the approved Conditions of Approval, and shall be recorded in conjunction with the Final or Parcel Map.

- (1) ***Right of Public Entry to Common Area.*** Officers, agents, and employees of the city, the County, the State, and the United States Government, and any department, bureau, or agency thereof, shall have the right of immediate access to all Common Areas at all times for the purpose of preserving the public health, safety, and welfare, except in those instances where a Common Area is accessible only through a private unit.
- (2) ***Maintenance of Common Area.*** Provision shall be made both for annual assessments of the owners for maintenance and special assessments for capital improvements. The amount of the regular annual assessment and the procedure for its change shall be specified. The manner in which special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area shall be specified. Both annual and special assessments may be collected on a monthly basis. The remedies which the Condominium Association may bring for the nonpayment of assessments shall be specified and may include penalties for late payment. Assignment of the maintenance responsibilities of all improvements and utility systems for each unit shall be specified.
- (3) ***Utility Easements over Private Streets and Other Areas.*** Required public utility easements shall be referenced and any required access routes necessary to assure that firefighting equipment can reach and operate efficiently in all areas.
- (4) ***Access for Construction, Maintenance, or Repairs.*** Each Owner and the Condominium Association shall have an easement for entry upon any privately owned unit, where necessary, in connection with construction, maintenance, or repair for the benefit of the Common Area or the owners of the units in common.
- (5) ***Right to Terminate Management and Maintenance Contracts.*** Unless otherwise prohibited by law, or any local, state, or federal regulation, reference shall be made to the Condominium Association's right to terminate the contract of any person or organization engaged by the developer to perform management or maintenance duties three (3) months after the Condominium Association assumes control of the project, or at that time renegotiate any such contracts.
- (6) ***CC&R Amendments.*** A statement that the CC&Rs shall not be amended, modified, or changed without first obtaining the written consent of the city.

This page intentionally left blank

Chapter 409 Amendments and Enforcement

Sections:

- 409.01 Correction and Amendments of Maps
- 409.02 Enforcement and Judicial Review

409.01 Correction and Amendment of Maps

Applicability. The city may approve corrections and amendments to the following maps:

(1) *Tentative Maps*

- a. *Minor Changes.* Minor changes in an approved tentative map may be approved by the Zoning Administrator and City Engineer upon application by the subdivider or on the city's own initiative provided that:
 - 1. No lots, units or building sites or structures are added;
 - 2. Changes are consistent with the intent and spirit of the original tentative map approval; and
 - 3. There are no resulting violations of the Municipal Code.
- b. *Substantive Changes.* Amendments of an approved tentative map for a subdivision that, in the opinion of the Zoning Administrator and City Engineer are not minor, shall be presented to the City Council for approval subject to the procedures for processing a tentative map set forth in Chapter 402, Tentative Maps. The Zoning Administrator and City Engineer may approve substantive changes to an approved tentative parcel map in the same manner set forth in Chapter 405, Parcel Maps.
- c. *Effect of Amendments.* Any approved amendment shall not alter the expiration date of the tentative map.

(2) *Final Map/Parcel Map.* Amendments to a final map or parcel map may be made in any of the following instances without providing public notice:

- a. To correct an error in any course or distance shown on the map.
- b. To show any course or distance that was omitted from the map.
- c. To correct an error in the description of the real property shown on the map.
- d. To indicate monuments set after the death, disability, replacement or retirement from practice of the engineer or surveyor charged with responsibilities for setting monuments.
- e. To show the proper location of any monument that has been changed in location, or character, or that was originally shown at the wrong location or incorrectly as to its character.
- f. To correct any additional information filed or recorded as part of the final map in accordance with Section 66434.2 of the Subdivision Map Act, if the correction does not impose any additional burden on the present owners of

the property and does not alter any right, title, or interest in the property reflected on the recorded map.

- g. To correct any other type of map error or omission as approved by the City Engineer that does not affect any property right. Errors and omissions may include, but not be limited to, lots and numbers, acreage, street names and identification of adjacent record maps. Error does not include changes in courses or distances from which an error is not ascertainable from the data shown on the final map.
- h. To make modifications when there are changes that make any or all of the conditions of the map no longer appropriate or necessary and:
 - 1. The modifications do not impose any additional burden on the owners of the property;
 - 2. The modifications do not alter any right, title, or interest in the real property reflected on the recorded map; and
 - 3. The city finds that the map as modified does not meet the findings in Section 400.04, Grounds for Denial.

Form and Contents. Amendments to final maps or parcel maps may be made with a certificate of correction or an amending map. The amending map or certificate of correction shall be prepared by a Registered Civil Engineer or Licensed Land Surveyor. The form and contents of the amending maps shall conform to the applicable requirements of this Series. The amending map shall set forth in detail the corrections made and show the names of the owners of the property affected by the correction or omission as of the date of the filing or recording of the original recorded map.

Review and Approval

- (1) **General Review.** The amending map or certificate of correction shall be submitted to the City Engineer for review and approval, accompanied by the required fee. The City Engineer shall examine the amending map or certificate of correction and, if the only changes are those set forth in subsection (a) above, the City Engineer shall certify to this fact on the amending map or certificate of correction.
- (2) **Certificate of Correction.** The City Engineer shall have twenty (20) days to examine the certificate of correction for compliance with subsections (a) (b) above, endorse a statement on it of his or her examination and certification, and present it to the County Recorder for recordation. If the City Engineer determines that the certificate of correction fails to comply with this section, the City Engineer shall return the certificate to the applicant with a written statement of the changes necessary. The City Engineer shall have ten (10) days after resubmission and approval of the amended certificate of correction to present it to the County Recorder for recordation.

Filing with the County Recorder. The amending map or certificate of correction certified by the City Engineer shall be filed or recorded in the office of the Tulare County Recorder. Upon such filing or recordation, the County Recorder shall index the names of the fee owners and the appropriate subdivision designation shown on the amending map or

certificate of correction in the general index and map index, respectively. The original map shall be deemed to have been conclusively so corrected and shall impart constructive notice of all the corrections in the same manner as though upon the original map.

409.02 Enforcement and Judicial Review

Purpose. This section establishes procedures the City will use to enforce the requirements of this Series, including compliance with any conditions of approval imposed to protect public health, safety, and welfare and promote development in accordance with the General Plan.

Prohibition.

- (1) ***No Sale or Lease Until Final Maps or Parcel Maps Are in Full Compliance.*** No person shall sell, lease, or finance any parcel or parcels of real property, or commence construction of any building for sale, lease or financing except for model homes, or allow occupancy thereof, for which a final map or parcel map is required by this Series or the Subdivision Map Act, until a map, in full compliance with the provisions of this Series and the Subdivision Map Act, has been filed with the Tulare County Recorder.
- (2) ***No Conveyances Made by Parcel Number Until Final Maps or Parcel Maps are Filed.*** Conveyances of any part of a division of real property for which a final map or parcel map is required shall not be made by parcel number, letter or other designation, unless and until the final map or parcel map has been filed for record with the Tulare County Recorder.
- (3) ***Exceptions.***
 - a. This section does not apply to any parcel or parcels of a subdivision offered for sale or lease, contracted for sale or lease, or sold or leased in compliance with or exempt from any law regulating the design and improvement of subdivisions in effect at the time the subdivision was established.
 - b. Paragraphs (1) and (2) above shall not prohibit an offer or contract to sell, lease, or finance real property or to construct improvements thereon where the sale, lease or financing, or the commencement of construction, is expressly conditioned upon the approval and filing of a final or parcel map.
 - c. This section shall not, in any way, modify or affect the provisions of Section 11018.2 of the Business and Professions Code.

Remedies

- (1) ***Voidable Sale.*** Any deed of conveyance, sale or contract to sell real property that has been divided, or that has resulted from a division, in violation of the provisions of this Series or the Subdivision Map Act, is voidable at the sole option of the grantee, buyer or person contracting to purchase, any heir, personal representative, or trustee in insolvency or bankruptcy within one (1) year after the date of discovery of the violation. The deed of conveyance, sale, or contract to sell is binding upon any successor in interest of the grantee, buyer or person contracting

to purchase, other than those above enumerated, and upon the grantor, vendor or person contracting to sell, or his or her assignee, heir or devisee.

- (2) ***Action in Superior Court.*** Any grantee, or successor in interest, of real property that has been divided, or that has resulted from a division, in violation of the provisions of this Series or the Subdivision Map Act may, within one (1) year of the date of discovery of such violation, bring an action in the superior court to recover any damages suffered by reason of the division of property. The action may be brought against the person who divided the property in violation and against any successors in interest who have actual or constructive knowledge of such division of property.
- (3) ***Exceptions.***
 - a. ***Certificate of Compliance.*** The provisions of this section shall not apply to the conveyance of any parcel of real property identified in a certificate of compliance filed in accordance with subsection (e) below, or identified in a recorded final map, from and after the date of recording.
 - b. ***Other Provisions of Law.*** The provisions of this section shall not limit or affect in any way the rights of a grantee or successor in interest under any other provision of law.
- (4) ***Limitation Period.*** For purposes of this section, the limitation period for commencing an action, either civil or criminal, against the subdivider or owner of record at the time of a violation of this Series or the Subdivision Map Act, shall be tolled for any time period during which there is no constructive notice of the violation, because the owner of record, at the time of the violation or at any time thereafter, failed to record a deed, lease, or financing document with the County Recorder.

Effect on City Permits and Approvals

- (1) ***No Issuance of Permit or Approval.*** The city shall not issue a permit or grant any approval necessary to develop any real property that has been divided, or that has resulted from a division, in violation of the provisions of this Series or the Subdivision Map Act if it finds that development of the real property is contrary to the public health or the public safety. The authority to deny a permit or approval shall apply whether the applicant was the owner of the real property at the time of the violation or whether the applicant is the current owner of the real property, with or without actual or constructive knowledge of the violation at the time of the acquisition of interest in the real property.
- (2) ***Imposing Additional Conditions.*** If the city issues a permit or grants approval for the development of any real property illegally subdivided, it may impose only those conditions that would have been applicable to the division of the property at the time the applicant acquired his or her interest in the property, and that had been established at such time by this Series. If the applicant was the owner of record at the time of the initial violation, the city may impose conditions applicable to a current division of the property. If a conditional certificate of compliance has been filed for record in accordance with subsection (e) below, only those conditions stipulated in that certificate shall be applicable.

- (3) The issuance of a permit or grant of approval for development of real property, or with respect to improvements that have been completed prior to the time a permit or grant of approval for development was required by the Municipal Code in effect at the time of the improvement, or with respect to improvements that have been completed in reliance upon a permit or grant of approval for development, shall constitute “real property which has been approved for development,” for purposes of the Subdivision Map Act, and upon request by the person owning the real property or a vendee of such persons pursuant to a contract of sale, the local agency shall issue a certificate of compliance for the affect real property.

Certificate of Compliance. Any person owning real property or in contract of sale of the real property may request the Zoning Administrator to determine whether such property complies with the provisions of this Series and the Subdivision Map Act. A recorded final map or parcel map shall constitute a certificate of compliance with respect to the parcels of real property described.

- (1) **Form and Contents.** An application for a determination of compliance shall be submitted to the Community Development Department together with a plat map, required fee, and such information the city deems necessary, including, but not limited to:
- a. The name or names of owners of the parcel.
 - b. The assessor parcel number or numbers of the parcel.
 - c. The number of parcels for which the certificate of compliance or conditional certificate of compliance is being issued and recorded.
 - d. The legal description of the parcel or parcels for which the certificate of compliance or conditional certificate of compliance is being issued and recorded.
 - e. A notice stating: “This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grant or grants of approval.”
 - f. Any conditions to be fulfilled and implemented prior to subsequent issuance of a permit or other grant of approval for development of the property, as specified in the conditional certificate of compliance.
- (2) **Determination of Compliance.** If the Zoning Administrator determines that the real property complies with this Series and the Subdivision Map Act, the Zoning Administrator shall forward a certificate of compliance to be filed for record with the County Recorder. The certificate of compliance shall identify the real property and shall state that the division of land complies with this Series and the Subdivision Map Act.
- (3) **Determination of Non-Compliance.** If the Zoning Administrator determines that the real property does not comply with the provisions of this Series or the

Subdivision Map Act, the Zoning Administrator shall issue a conditional certificate of compliance by imposing any conditions that would have been applicable to the division of land at the time the applicant acquired their interest and that had been established at that time by this Series and the Subdivision Map Act.

- (4) ***Recording the Certificate.*** Upon making a determination and establishing the conditions, the Zoning Administrator shall file a conditional certificate of compliance for record with the County Recorder. The certificate shall serve as notice to the property owner who has applied for the certificate, a grantee of the property owner, or any subsequent transferee or assignee of the property, that the fulfillment and implementation of the conditions shall be required prior to subsequent issuance of a permit or other grant of approval for development of the property. Compliance with these conditions shall not be required until a permit or other grant of approval for development of the property is issued.

Notice of Violation

- (1) ***Notice of Intention.*** If the Zoning Administrator has knowledge that real property has been divided in violation of the provisions of this Series or the Subdivision Map Act, a notice of intention to record a notice of violation shall be mailed by certified mail to the current owner of record. The notice shall describe the property in detail, name the owner, describe the violation, and state that the owner will be given opportunity to present evidence. The notice shall specify the date, time and place for a meeting at which the owner may present evidence to the Zoning Administrator why a notice of violation should not be recorded.
- (2) ***Determination by the Zoning Administrator.*** The meeting shall be held no sooner than thirty (30) days and no later than sixty (60) days from the date of mailing. If, within fifteen (15) days of receipt of the notice, the owner fails to notify the Zoning Administrator objecting to the recording of the notice of violation, the Zoning Administrator shall record it. If, after the owner presents evidence, the Zoning Administrator determines that the property has in fact been illegally divided, the Zoning Administrator shall record the notice of violation. If, after the owner presents evidence, the Zoning Administrator determines that there has been no violation, the Zoning Administrator shall mail a clearance letter to the owner.
- (3) ***Notice of Violation.*** The notice of violation, when recorded, shall be constructive notice of the violation to all successors in interest in the property.

Penalties. A violation of this Series by a person who is the subdivider or an owner of record, at the time of the violation, of property involved in the violation is punishable by imprisonment in the county jail not exceeding one (1) year or in the state prison, by a fine not exceeding \$10,000, or by both fine and imprisonment. Every other violation of this Series is a misdemeanor.

Judicial Action. Any action or proceeding to attack, review, set aside, void or annul the decision of the Engineering and Project Management Director, Zoning Administrator, or City Council concerning a subdivision, or of any of the proceedings, acts or determinations taken, done or made prior to such decision, or to determine the reasonableness, legality or validity of any condition attached thereto, shall not be maintained by any person unless the action or proceeding is commenced and service of summons effected within ninety (90)

days after the date of the decision. Thereafter, all persons are barred from any such action or proceeding or any defense of invalidity or unreasonableness of the decision or of the proceedings, acts or determinations. Any such proceeding shall take precedence over all matters of the calendar of the court except criminal, probate, eminent domain and forcible entry and unlawful detainer proceedings.

Other Legal Action. This Series does not bar any legal, equitable or summary remedy to which the city or other public agency, or any person, firm or corporation may otherwise be entitled, and the city or other public agency, or any person, firm or corporation may file a suit in the superior court of Tulare County, to restrain or enjoin any attempted or proposed subdivision for sale, lease or financing in violation of this Series or the Subdivision Map Act.

This page intentionally left blank



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Second Reading - Ordinance No. 1871 -Amending the Porterville Development Ordinance to Amend Section 300.03, Fences and Freestanding Walls

SOURCE: Administrative Services

COMMENT: Ordinance No. 1871, An Ordinance of the City Council of the City of Porterville amending The Porterville Development Ordinance to amend Section 300.03, Fences and Freestanding Walls, was given first reading on May 19, 2020, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance 1871, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance 1871

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1871

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING THE PORTERVILLE DEVELOPMENT ORDINANCE TO AMEND SECTION 300.03, FENCES AND FREESTANDING WALLS

WHEREAS: On May 19, 2020, the City Council at its regularly scheduled meeting, held a public hearing to consider an amendment to the Porterville Development Ordinance;

WHEREAS: The Council made the following finding in support of the text amendment: the 2030 General Plan and subsequent Development Ordinance intended to provide clarification for the goals of the City Council; and

WHEREAS: Pursuant to State and local environmental regulations, the proposed modifications serve to provide greater clarity to uses as identified in the Porterville 2030 General Plan, and the proposed ordinance is an implementation measure of the policies, goals and objectives of the Plan. The Environmental Coordinator made a determination on the basis of substantial evidence that no additional environmental review is necessary beyond the environmental review already considered for the General Plan and the Development Ordinance.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby adopt Ordinance No. 1871 amending Section 300.03, Fences and Freestanding Walls of Chapter 21 of the Porterville Municipal Code as follows:

SECTION 300.03, Fences and Freestanding Walls

Maximum Height

Front Yards. No solid fence or freestanding wall within or along the exterior boundary of the required front yard shall exceed a height of three and one-half (3.5) feet. Open or lattice type fences that are at least fifty percent (50%) open, or hedges, shall not exceed a height of four (4) feet.

Side and Rear Yards. No fence or freestanding wall within or along the exterior boundary of the required side or rear yards shall exceed a height of seven (7) feet. The Zoning Administrator may allow a fence or wall up to eight (8) feet in height to be located along the exterior boundary of the required side or rear yard subject to the issuance of a building permit.

Decorative Features. One (1) entry gateway, trellis, or other entry structure is permitted in the required front or street-facing side yard of each lot, provided that the maximum height or width of the structure does not exceed ten (10) feet. Such decorative feature shall not have any solid obstruction that exceeds two (2) feet in diameter between the height of three (3) and ten (10) feet.

Design and Materials. Fencing visible from a street shall be treated as an integral part of the architecture, with materials, colors, and detailing drawn from the building they surround or adjoin.

Prohibition on Hazardous Fencing Materials. The use of barbed wire, razor wire, ultra barrier, electrified, and other hazardous fencing is not permitted. An

exception to this standard may be approved for sites in the AC District where needed for livestock or ranch operations.

Limitation on Chain Link Fencing. Use of chain-link fencing is not permitted in front or street-facing side yards, and is permitted only in rear and interior side yards that do not abut public and quasi-public land uses. This standard does not apply to sites in the Residential, IA or IG districts.

- (c) **Landscaping.** Landscaping shall be provided between the back of sidewalk and the wall/fence line to include trees, shrubs, groundcover and vines in order to improve the aesthetics of the wall/fence. There shall be a minimum of five (5) feet adjacent to local roads and ten (10) feet adjacent to collectors and arterials. Maintenance of the landscaping shall be provided by the property owner, or by an assessment district established for such maintenance in perpetuity.
- (d) **Visibility at Intersections.** Notwithstanding any other provisions of this section, fences and walls shall comply with the visibility standards contained in Section 300.16, Visibility at Driveways and Intersections.

SECTION 2: This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Second Reading - Ordinance No. 1872 - Repealing Ordinance 1563, Amending Section 20-1.2 and Removing Section 20-58 of the Porterville Municipal Code

SOURCE: Administrative Services

COMMENT: Ordinance No. 1872, An Ordinance of the City Council of the City of Porterville repealing Ordinance 1563, amending Section 20-1.2 and removing Section 20-58 of the Porterville Municipal Code relating to Public Right of way Encroachment Agreements for Fences, was given first reading on May 19, 2020, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance 1872, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance 1872

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1872

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
REPEALING ORDINANCE 1563, AMENDING SECTION 20-1.2 AND REMOVING
SECTION 20-58 OF THE PORTERVILLE MUNICIPAL CODE RELATING TO
PUBLIC RIGHT OF WAY ENCROACHMENT AGREEMENTS FOR FENCES**

WHEREAS: On December 1, 1998, the City Council of the City of Porterville adopted Ordinance 1563, which provided the City Manager or designee the authority to administratively approve requests to encroach into the public rights of way for fencing; and

WHEREAS: On May 19, 2020, the City Council held a public hearing to receive comments on proposed amendments to the Porterville Development Ordinance (PDO); and

WHEREAS: Through the evaluation and modification of the Development Ordinance it was determined to require landscaping between the sidewalk and walls or fences (§300.03 of the PDO), which is in direct conflict with Ordinance 1563.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby repeal Ordinance 1563, removing §20-58, and amending §20-1.2 of the Municipal Code as follows:

Sec. 20-1.2 Occupancy of Public Right of Way

Except as provided by Section 20-57 pertaining to Porterville Redevelopment Project Area No. 1, any person who constructs or affixes, or causes to be constructed or affixed, any structure, sign, canopy, awning, lighting fixture, or any other device, equipment or fixture, which projects into the public right-of-way beyond the property line of a building site, without first having obtained approval from the City Council by way of an encroachment agreement, is guilty of an infraction.

This ordinance shall be in full force and effect thirty days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Second Reading - Ordinance No. 1873 - Amending the Porterville Development Ordinance to Amend Series 700

SOURCE: Administrative Services

COMMENT: Ordinance No. 1873, An Ordinance of the City Council of the City of Porterville amending the Porterville Development Ordinance to amend Series 700 to add Community Development Director and Engineering and Project Management Director to general terms and definitions, was given first reading on May 19, 2020, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance 1873, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Ordinance 1873

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1873

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING THE PORTERVILLE DEVELOPMENT ORDINANCE TO AMEND SERIES 700 TO ADD COMMUNITY DEVELOPMENT DIRECTOR AND ENGINEERING AND PROJECT MANAGEMENT DIRECTOR TO GENERAL TERMS AND DEFINITIONS

WHEREAS: On May 19, 2020, the City Council at its regularly scheduled meeting, held a public hearing to consider an amendment to the Porterville Development Ordinance;

WHEREAS: The Council made the following finding in support of the text amendment: the 2030 General Plan and subsequent Development Ordinance intended to provide clarification for the goals of the City Council; and

WHEREAS: Pursuant to State and local environmental regulations, the proposed modifications serve to provide greater clarity to uses as identified in the Porterville 2030 General Plan, and the proposed ordinance is an implementation measure of the policies, goals and objectives of the Plan. The Environmental Coordinator made a determination on the basis of substantial evidence that no additional environmental review is necessary beyond the environmental review already considered for the General Plan and the Development Ordinance.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby adopt Ordinance No.1873 amending Section 700.01, List of Terms and Section 700.02, Definitions of Chapter 21 of the Porterville Municipal Code, to be incorporated alphabetically as follows:

SECTION 700.01, List of Terms

Community Development Director
Engineering and Project Management Director

SECTION 700.02, Definitions

Community Development Director. The director of Porterville's Community Development Department.

Engineering and Project Management Director. The director of Porterville's Engineering and Project Management Department.

SECTION 2: This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Consideration of Proposed Fiscal Year 2020-2021 Budget Process and Setting of Date for Public Hearing

SOURCE: City Manager's Office

COMMENT: As the City Council is keenly aware, the ongoing novel coronavirus (COVID-19) is having profound and significant financial impacts upon federal, state and local budgets. The State has forecasted that it will lose \$54 billion through the 2020-2021 fiscal year, and the League of California Cities estimates that cities in California will collectively lose an estimated \$7 billion.

In regards to the City, staff expects the greatest impact to affect sales and use tax revenues, which in the current 2019-2020 fiscal year constitutes approximately \$17.4 million, including \$6.7 million in Measure I sales tax, \$6.3 million in Bradley-Burns (General Fund) sales tax, and \$3.9 million in Measure H sales tax. Financial impact to the current fiscal year have yet to be determined and may not be until August, however, financial impact estimates to sales and use tax for next fiscal year range from ten percent (10%) to twenty percent (20%), which would reflect \$1.7 to \$3.4 million decrease in the coming fiscal year, with the most likely estimate being fifteen percent (15%) or approximately \$2.6 million. The impact to Measure I and the General Fund revenues would be \$2 million, and \$600,000 to Measure H. With the City's sales and use taxes generally supporting the Fire and Police Departments, the greatest potential impact would be up to \$2 million in previously budgeted street improvement projects, which at its meeting on May 5, 2020, the Council acted to utilize \$6 million of its \$7.8 million in federal CARES Act Transit funds to fully-fund transit Transit operations, thereby redirecting \$6 million in local transportation funds to continue to support previously budgeted and programmed street improvements projects. The Council has previously programmed significant street improvement projects of more than \$20 million, including the reconstruction of Henderson Avenue (Indiana Street to Jaye Street and 2nd Street to Plano Street), reconstruction of Newcomb Street (Morton Avenue to Olive Avenue), reconstruction of Main Street (Morton Avenue to Olive Avenue), reconstruction of Union Avenue (Indiana Street to Jaye Street) reconstruction of Villa Street (Henderson Avenue to Olive Avenue), and rehabilitation of Henderson Avenue (Patsy Street to Westwood Street).

Due to international and national travel restrictions, as well as State stay-at-home Orders, local transient occupancy tax (TOT) collections are expected to be impacted, which with current budget projections of \$550,000, estimates of decreased revenues range between fifty percent (50%) and ninety (90%) or

\$275,000 and \$500,000.

Given the impact to local small businesses, the Council may wish to consider the collection of biannual Tier 1 and 2 business license collections scheduled to occur in July be deferred to January 2021, which would benefit approximately 1,300 individuals and businesses with estimated deferred General Fund revenue of \$33,000.

COVID-19 has also interfered with both the Council's ability to meet in determining its priority projects for the coming fiscal year, as well as staff's ability to provide valid capital improvement budgets, which staff is optimistic that such a strategic session could be planned for this summer. The catastrophic Library fire in February has also significantly affected the City, which combined with COVID-19 and the State's stay-at-home Orders, has presented unique challenges to planning and budgeting for interim Library operations and cost-recovery through insurance proceeds, as well as strategic planning for the new replacement facility.

The conservative stewardship of the City has allowed it to accumulate General Fund reserves of approximately \$15 million, including Budget Stabilization (\$4.3 million), Catastrophic Emergencies (\$2.8 million), and other capital and infrastructure funds (\$3 million), considering as well Equipment Replacement (\$4.7 million). In addition, Measure H has a reserve of approximately \$1.5 million.

City Departments continue to be diligent in the monitoring of respective budgets and allocated expenditures, which considering current fiscal year-end estimates projected to save approximately \$1.5 million in General Fund expenditures, it is anticipated that the City's General Fund would finish with a positive balance even considering expected decreases in sales and use tax revenues in the current quarter.

Consistent with the City Charter, the City Manager must submit for the City Council's consideration a proposed Budget for the 2020-2021 Fiscal Year. Section 51 of the City Charter provides that the City Manager shall provide not later than thirty (30) days before the end of the City's fiscal year, an estimate of expenditures and revenues of the City Departments for the ensuing year. The City Charter provides that "after duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the Council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted." All spending authority from the current 2019-2020 Fiscal Year budget expires after June 30, 2020. Therefore, a new budget must be adopted which allows payroll to be paid and routine expenditures to be incurred effective July 1, 2020. The Charter is not specific as to the duration of the adoption, thus accordingly, consistent with past Council discussion, the Council may authorize a budget adoption period less than the full fiscal year.

Given the challenges the past couple of months of the Library fire and the

ongoing COVID-19 pandemic, staff recommends that the City Council consider adopting a continuance of the 2019-2020 fiscal year budget for the first quarter of the 2020-2021 fiscal year (July - September), with the objective of formally adopting a refined 2020-2021 fiscal year budget at its meeting of October 6, 2020. In addition, staff would recommend the Council conduct its annual priority project review on August 25, 2020, when staff will be better able to prepare draft capital project budget estimates.

RECOMMENDATION: That the City Council:

1. Consider the proposed 2020-2021 Fiscal Year Budget process, providing direction on any modifications; and
2. Schedule a Public Hearing on the proposed Budget for Tuesday, June 16, 2020.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 2, 2020

SUBJECT: Status and Review of Proclamation of Local Emergency: COVID-19

SOURCE: City Manager's Office

COMMENT: At its meeting of March 17, 2020, the City Council took action to approve a Resolution of Proclamation of Existence of a Local Emergency for the novel coronavirus (COVID-19), which staff also initiated a soft-opening of its Emergency Operations Center (EOC) on Friday, March 20, 2020. At its last meeting on May 19, 2020, the Council reviewed the status of existence of local emergency, and acted to continue its Resolution of Proclamation.

On March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency, President Trump issued a Proclamation on Declaring a National Emergency on March 13, 2020, and the Tulare County Board of Supervisors adopted a Resolution of Proclamations of Local Emergencies on March 17, 2020. The Tule River Tribal Council also adopted a Resolution of Declaration of State of Emergency on March 13, 2020. Subsequent to his Proclamation, Governor Newsom has issued thirty-nine (39) Executive Orders in support of the State addressing and mitigating COVID-19 impacts, several of which are pertinent to the City.

Governor Newsom's Executive Order N-25-20, issued on March 12, 2020, provided restrictions on mass gatherings of no more than 250, as well as provided accommodations to the Brown Act to encourage remote participation and social distancing. At its meeting of March 17, 2020, the Council gave direction of local gatherings not to exceed twenty-five (25), which staff responded to complaints and incidents accordingly. Both President Trump and the Centers for Disease Control (CDC) had recommended mass gatherings not exceed ten (10), which with Easter approaching on Sunday, April 12, 2020, the Council acted at its meeting on April 7, 2020, to limit local gatherings to no more than ten (10) individuals, allowing also for 6' social distancing. In addition, the County and most cities across the county either closed or instituted soft-closings of its parks, including the closing of arbors, playgrounds and restrooms. At its meeting of April 7, 2020, the Council acted to soft-close City parks, including arbors, playgrounds, skatepark and sports courts (keeping restrooms open for hygiene purposes) and that gatherings of any size not occur. Consistent with the State and County's modified Orders regarding outdoor recreation and operating restrictions, at its meeting of May 5, 2020, the Council acted to reopen the City's golf course (including requiring participants to wear face coverings), OHV Park and tennis courts.

Having already suffered the cancellation of the Iris Festival, Cinco de Mayo Parade, Porterville Fair, Military Banner Ceremony, and KJUG Summer Concert Series among other community events to avoid mass gatherings, it is becoming apparent that the shelter-at-home Order will have continued affects on the upcoming Freedom Fest (July 4th weekend), and potentially as far-reaching as Pioneer Days (October), Veterans Day Parade, Christmas Tree-Lighting Ceremony (Thanksgiving weekend) and the Children's Christmas Parade (December).

Governor Newsom's Executive Order N-28-20, issued on March 16, 2020, strongly advised that both private and public utilities not shutoff utilities or charge late fees for lack of payment until May 31, 2020, and directed the California Public Utilities Commission to review both private and public utilities for conformance. At its meeting on March 17, 2020, the Council acted to suspend the shutoff of utilities and the charging of late fees for lack of payment until at least its meeting of April 21, 2020 for review. Governor Newsom issued Executive Order N-42-20 on April 2, 2020, which mandated that private and public water utilities not shutoff service due to non-payment, retroactive to March 4, 2020 - the Order did not reference the charging of late fees. Given the suspension of shutoff and charging of late fees, the City initially experienced a dramatic increase in accounts not making payment since the Council's action, which staff reinforced the message to customers that regular payments must still be made and has led to now generally usual payment. In the City's first billing cycle given the Council's action on March 17, 2020, approximately \$30,000 in utility accounts were paid later than usual experience, with the corresponding total loss in late fees of \$18,000. At its meeting on April 21, 2020, the Council acted to continue the moratorium of utility turnoff for non-payment consistent with the Executive Order, and to continue to not charge late fees until further action by the Council.

Governor Newsom's Executive Order N-32-20, issued on March 18, 2020, appropriated \$150 million in emergency homeless funding, of which \$284,403 was allocated to Tulare County between \$147,734 to the Continuum of Care (CoC) and \$136,669 to the County. The CoC initially indicated its appropriation to the City of approximately \$40,000 based upon recent homeless population counts, which City staff recommended be the funding source for the daily homeless lunch program the City initiated on March 27, 2020, with the closure of the local non-profit (Helping Hands of Porterville Inc.) due to pandemic concerns earlier that same week. Staff estimated that the \$40,000 would allow the daily lunch program to continue through the month of April 2020. Subsequently, the CoC indicated it was attempting to match its funding allocation with the County's as the required 25% match to larger federal FEMA funding of approximately \$1.2 million. The County has indicated its allocation will be utilized in assisting with providing shelter for homeless individuals that are identified high-risk or in need of quarantine due to COVID-19, which the County is working with two local hotels in the leasing of approximately thirty (30) rooms. The City's contract operator of the planned navigation center, TurningPoint of Central California, has been issued building permits and is currently making necessary improvements for anticipated opening on June 15,

2020. Turning Point had previously indicated that due to the current pandemic, occupancy of the navigation center when opened would be at half-capacity to allow adequate physical distancing given group housing, but now believes the center can open with full capacity and meet State guidelines for healthy and safe operations.

Governor Newsom's Executive Order N-33-20, issued on March 19, 2020, ordered that state residents shelter-at-home, and that only identified essential businesses remain open and associated workforce. Much confusion reverberated throughout the state in clarifying essential businesses, which staff both responded to complaints and acted proactively in following the State's guidelines of essential businesses (attached). To assist in this ever-changing subject, at its meeting on April 21, 2020, the Council acted to appoint Vice Mayor Reyes and Council Member Gurrola to form an Ad Hoc Committee to coordinate with the City Attorney and City Manager in the application of the State and County guidelines in regard to essential and non-essential businesses. The Committee has met intermittently in review of local complaints and compliance with modified State and County Orders.

On Tuesday, April 28, 2020, Governor Newsom announced his 4 Stage plan for reopening the California economy and gradual modification of his stay-at-home Order, which his presentation is enclosed. The Governor indicated that moving from current Stage 1 to State 2 would likely occur in several weeks and allow non-essential "low-risk" retail to reopen with requisite 6' social distancing. The Governor indicated "high-risk" personal services would likely be allowed later this Summer. On May 4, 2020, Governor Newsom issued Executive Order N-60-20, allowing the reopening of lower-risk businesses and spaces in Stage 2 beginning May 8, 2020, including manufacturing, retailers (pick-up and delivery) and warehouses. The Order also allowed Counties to proceed more quickly through Stage 2 (Variation Attestation) given certain State-determined public health metrics were met, including: 1) sustained reduction or stability in new cases for fourteen (14) days; 2) adequate diagnostic testing capacity and test results, including the ability to test all individuals with COVID-19 symptoms, same-day testing widely available for hospitalized patients, healthcare workers and workers in essential roles, close contacts for confirmed cases, and outpatients with symptoms; 3) public health department's capacity to rapidly interview new cases, identify close contacts, and ensure isolation and quarantine are effective; and 4) health care system capacity to respond to potential surges.

At its meeting on May 12, 2020, the Tulare County Board of Supervisors considered its draft plan for compliance with the Executive Order (attached). Of note, the Tulare County Public Health Officer issued a health advisory on May 7, 2020, that county residents should wear face coverings when in public (attached). At its meeting on May 19, 2020, the Board of Supervisors acted to modify its draft plan for reopening, including advancing immediately through the State's Stage 3, rescinding the County's Public Health Officer's Order, halting all local civil enforcement of stay-at-home Orders, directing County

guidance for Stage 3 businesses, and direct County efforts from meeting State metrics to supporting problem areas and populations including the elderly and health compromised individuals, skilled nursing facilities, hospitals, and businesses or agencies with reported outbreaks. On May 26, 2020, the County submitted its Variance Attestation to the State, which was approved and posted by the State on May 27, 2020, allowing the county to proceed through the State's Stage 2. On May 25, 2020, the State announced that places of worship (25% capacity) and in-store retail were allowed to proceed immediately statewide, and on May 26, 2020, the Governor announced that barber and hair salons could reopen immediately in counties with approved Variance Attestations, which as previously stated Tulare County's was approved by the State on May 27th.

Most of the City's workforce has been deemed essential under the State's guidelines, which the City has directed its limited non-essential workers to remain at home and available for assignment if necessary, and has implemented a rotation of its essential workforce as much as possible to reduce employees public exposure. Employees required to be at work during the shelter-at-home Order are accruing special leave for later utilization and/or payment, as well as employees that are working from home. Compounding the challenge for the City's workforce was the temporary closure of local non-profit contractor Promoting Self Worth (PSW) due to its workforce being considered highly vulnerable to COVID-19, thus necessitating City staff to address the contracted essential services of graffiti removal and the care for a significant number of Landscape and Lighting Maintenance Districts (LMD). PSW returned to performing its contracted services with the City beginning the week of May 11, 2020.

Governor Newsom's Executive Order N-37-20, issued on March 27, 2020, established a moratorium on eviction of tenants in good standing as of the date of the Order through May 31, 2020, which had been an issue of discussion by the Council at its meeting on March 17, 2020.

Governor Newsom's Executive Order N-39-20, issued on March 30, 2020, provided broad waivers of certifications and licensing for healthcare providers and locations to expand the provision of medical care in meeting an expected patient surge. During his press conference announcing the Order, Governor Newsom mentioned that Porterville would play a role in meeting the expected patient surge, which staff has learned will involve the reactivation of a portion of the General Treatment Area of the Porterville Developmental Center (PDC), including caring for up to potentially 350 COVID-19 patients in four (4) categories: 1) patients too sick to recover at home, but do not need hospitalization; 2) patients who have been hospitalized and who are recovering and require less care; 3) skilled nursing facility patients who don't require acute care; and 4) developmentally-disabled group home patients. Preliminary construction improvements have been completed to prepare the facility's infrastructure, with no timeline yet provided for necessary medical improvements expected to begin. The City has repeatedly asked the State to keep it involved in its planning efforts, including any actions by Council that

would be supportive of its operation. On May 8, 2020, the City received notice from the County that the State intended to immediately relocate approximately forty (40) foster youth from across the state with COVID-19 to PDC, however, on May 9, 2020, the County notified the City that the State had changed its plans and would not be relocating the youth to PDC, likely to ensure regional patient surge capacity.

As part of the Governor's commitment to broader testing in rural and under-served areas of the state, the State established a contracted large-scale testing facility at the Veterans Memorial Building, beginning operations on Tuesday, May 5, 2020. Up to 130 tests are expected to be performed each day (Monday - Friday) for the next several months, which testing will be available to everyone by appointment. Given initial low utilization, City staff initiated a local messaging campaign for local residents to be tested, which precipitated improved community response.

On March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, a \$2 trillion economic recovery stimulus package. The financial recovery package includes: 1) \$604 billion for individuals/families, including \$300 billion in cash payments, \$260 billion in unemployment payments and \$44 billion in student loan assistance; 2) \$500 billion for large corporations; 3) \$377 billion for small business; 4) \$340 billion for state and local governments; 5) and \$180 billion for public services, including \$100 billion for hospitals. Within the state and local government provisions, a local government's (county or city) population must exceed 500,000 to receive direct federal recovery, which local governments with population less than 500,000 would only receive federal recovery through a state if the state was agreeable to local government distributions. On April 24, 2020, President Trump signed the Paycheck Protection Program and Healthcare Enhancement Act (H.R. 266), which provided approximately \$400 billion in additional business assistance (\$321 billion) and medical support and testing (\$75 billion). Staff is focusing its efforts now in engaging with local businesses and financial institutions to ensure the emergency resources are made available to promote local economic stability upon the completion of the current state of emergency. At its meeting on May 5, 2020, the Council acted to amend its federal Community Development Block Grant (CDBG) 5-Year Action Plan and program the \$490,000 CDBG-CV business assistance funds received, which staff is awaiting final approval from the Housing and Urban Development (HUD) Department.

From a City financial perspective, there is little doubt that the pandemic is having significant negative impact on local sales tax and transient occupancy tax, which will be further compounded by a likely reassessment of property tax values. Fortunately, the conservative stewardship of the City has allowed it to have General Fund reserves for Catastrophic Emergencies (\$2.8 million) and Budget Stabilization (\$4.3 million), which in addition to the recent passage of Measure I, allows the City to purposefully address the current crisis and plan for budgetary accommodations that the City's essential services to the community can continue without current modification. The League of California Cities has

estimated cities in California will collectively lose \$7 billion in revenue through the 2020-2021 fiscal year, and the State has forecasted that it will lose \$54 billion, exhausting its reserves and requiring significant State program reductions.

RECOMMENDATION: That the City Council:

1. Receive the report of status and review of the Proclamation of Local Emergency;
2. Determine the need exists to continue said Declaration; and
3. Take action and/or provide direction as deemed necessary.

ATTACHMENTS:

1. Resolution 22-2020: Proclamation of Local Emergency
2. Governor Newsom Proclamation of a State of Emergency
3. President Trump Proclamation on Declaring a National Emergency
4. Tulare County Proclamations of Local Emergency
5. Tule River Tribe Declaration of State of Emergency
6. Governor Newsom Executive Order N-25-20 - Mass Gatherings
7. Governor Newsom Executive Order N-28-20 - Utilities
8. Governor Newsom Executive Order N-32-20 - Homeless Funding
9. Governor Newsom Executive Order N-33-20 - Stay at Home
10. Governor Newsom Executive Order N-33-20 - Essential Critical Infrastructure Workers Guidelines (Updated)
11. Governor Newsom Executive Order N-37-20 - Evictions Moratorium
12. Governor Newsom Executive Order N-39-20 - Expand Healthcare Workforce
13. Governor Newsom Executive Order N-42-20 - Utilities
14. Governor Newsom Update on California Pandemic Roadmap
15. Governor Newsom Executive Order N-60-20 - State Stage 2 Reopening and County Plan Guidelines
16. Tulare County Public Health Amended Order: April 8, 2020
17. Tulare County Public Health Amended Order: May 5, 2020
18. Tulare County Public Health Advisory - Face Coverings: May 7, 2020
19. Tulare County Public Health Amended Order: May 8, 2020
20. Tulare County Public Health Draft Reopening Plan: May 12, 2020
21. Tulare County Public Health Amended Order: May 18, 2020
22. Tulare County Roadmap to Recovery - Stage 3: May 19,

2020

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 22-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE TO PROCLAIM THE EXISTENCE OF A LOCAL EMERGENCY

RESOLVED, by the City Council (the “Council”) of the City of Porterville (the “City”),
as follows:

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease which the Centers for Disease Control and Prevention (CDC) considers to be a very serious public health threat with outcomes ranging from mild to severe sickness and death; and

WHEREAS, COVID-19 is easily transmissible from person to person and has spread globally to over 118 countries, infected more than 125,000, and killed more than 4,000 as of March 11, 2020 per the World Health Organization (WHO); and

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services declared a public emergency for COVID-19 beginning on January 27, 2020; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 11, 2020, WHO made the assessment that COVID-19 can be characterized as a pandemic; and

WHEREAS, on March 12, 2020, Tulare County declared an emergency due to the confirmed case of COVID-19 at Sierra View Medical Center in the city of Porterville, thus enabling Tulare County to take extraordinary measures; and

WHEREAS, on March 13, 2020, Governor Newsom announced that California public health officials have determined that gatherings of more than 250 people should be postponed or canceled across the State at least until the end of March; and

WHEREAS, COVID-19 therefore and will continue to cause conditions of peril to the health, safety, and welfare of persons and property in the City of Porterville; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 requires the City to divert resources from normal day-to-day operations, and has and will continue to impose extraordinary requirements on and expenses to the City; and

WHEREAS, the City Council hereby finds that the above described conditions related to the COVID-19 outbreak does warrant and necessitate the proclamation of the existence of a local emergency in the city of Porterville.

NOW, THEREFORE, it is hereby **DECLARED** and **ORDERED**, as follows:

1. The proclamation of existence of a local emergency exists throughout the City of Porterville.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Porterville.
3. As required by law, the City Council shall review the need to continue the state of emergency every thirty (30) days until this Resolution is terminated.

PASSED, APPROVED, AND ADOPTED this 17th day of March, 2020.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 17th day of March, 2020.

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

Council:	PEÑALOZA	REYES	FLORES	STOWE	GURROLA
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk


By: Fernando Gabriel-Moraga, Deputy City Clerk

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS in December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, impacting more than 75 countries, including the United States; and

WHEREAS the State of California has been working in close collaboration with the national Centers for Disease Control and Prevention (CDC), with the United States Health and Human Services Agency, and with local health departments since December 2019 to monitor and plan for the potential spread of COVID-19 to the United States; and

WHEREAS on January 23, 2020, the CDC activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and

WHEREAS on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and on March 2, 2020, the Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

WHEREAS the California Department of Public Health has been in regular communication with hospitals, clinics and other health providers and has provided guidance to health facilities and providers regarding COVID-19; and

WHEREAS as of March 4, 2020, across the globe, there are more than 94,000 confirmed cases of COVID-19, tragically resulting in more than 3,000 deaths worldwide; and

WHEREAS as of March 4, 2020, there are 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties are in home monitoring based on possible travel-based exposure to the virus, and officials expect the number of cases in California, the United States, and worldwide to increase; and

WHEREAS for more than a decade California has had a robust pandemic influenza plan, supported local governments in the development of local plans, and required that state and local plans be regularly updated and exercised; and

WHEREAS California has a strong federal, state and local public health and health care delivery system that has effectively responded to prior events including the H1N1 influenza virus in 2009, and most recently Ebola; and

WHEREAS experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

WHEREAS it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases in California, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities and within the healthcare delivery system; and

WHEREAS personal protective equipment (PPE) is not necessary for use by the general population but appropriate PPE is one of the most effective ways to preserve and protect California's healthcare workforce at this critical time and to prevent the spread of COVID-19 broadly; and

WHEREAS state and local health departments must use all available preventative measures to combat the spread of COVID-19, which will require access to services, personnel, equipment, facilities, and other resources, potentially including resources beyond those currently available, to prepare for and respond to any potential cases and the spread of the virus; and

WHEREAS I find that conditions of Government Code section 8558(b), relating to the declaration of a State of Emergency, have been met; and

WHEREAS I find that the conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in California.

IT IS HEREBY ORDERED THAT:

1. In preparing for and responding to COVID-19, all agencies of the state government use and employ state personnel, equipment, and facilities or perform any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan, as well as the California Department of Public Health and the Emergency Medical Services Authority. Also, all residents are to heed the advice of emergency officials with regard to this emergency in order to protect their safety.
2. As necessary to assist local governments and for the protection of public health, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of COVID-19.
3. Any out-of-state personnel, including, but not limited to, medical personnel, entering California to assist in preparing for, responding to, mitigating the effects of, and recovering from COVID-19 shall be permitted to provide services in the same manner as prescribed in Government Code section 179.5, with respect to licensing and certification. Permission for any such individual rendering service is subject to the approval of the Director of the Emergency Medical Services Authority for medical personnel and the Director of the Office of Emergency Services for non-medical personnel and shall be in effect for a period of time not to exceed the duration of this emergency.
4. The time limitation set forth in Penal Code section 396, subdivision (b), prohibiting price gouging in time of emergency is hereby waived as it relates to emergency supplies and medical supplies. These price gouging protections shall be in effect through September 4, 2020.
5. Any state-owned properties that the Office of Emergency Services determines are suitable for use to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services for this purpose, notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.
6. Any fairgrounds that the Office of Emergency Services determines are suitable to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and can immediately use the fairgrounds without the fairground board of directors' approval, and

notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.

7. The 30-day time period in Health and Safety Code section 101080, within which a local governing authority must renew a local health emergency, is hereby waived for the duration of this statewide emergency. Any such local health emergency will remain in effect until each local governing authority terminates its respective local health emergency.
8. The 60-day time period in Government Code section 8630, within which local government authorities must renew a local emergency, is hereby waived for the duration of this statewide emergency. Any local emergency proclaimed will remain in effect until each local governing authority terminates its respective local emergency.
9. The Office of Emergency Services shall provide assistance to local governments that have demonstrated extraordinary or disproportionate impacts from COVID-19, if appropriate and necessary, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
10. To ensure hospitals and other health facilities are able to adequately treat patients legally isolated as a result of COVID-19, the Director of the California Department of Public Health may waive any of the licensing requirements of Chapter 2 of Division 2 of the Health and Safety Code and accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat legally isolated patients while protecting public health and safety. Any facilities being granted a waiver shall be established and operated in accordance with the facility's required disaster and mass casualty plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
11. To support consistent practices across California, state departments, in coordination with the Office of Emergency Services, shall provide updated and specific guidance relating to preventing and mitigating COVID-19 to schools, employers, employees, first responders and community care facilities by no later than March 10, 2020.
12. To promptly respond for the protection of public health, state entities are, notwithstanding any other state or local law, authorized to share relevant medical information, limited to the patient's underlying health conditions, age, current condition, date of exposure, and possible contact tracing, as necessary to address the effect of the COVID-19 outbreak with state, local, federal, and nongovernmental partners, with such information to be used for the limited purposes of monitoring, investigation and control, and treatment and coordination of care. The

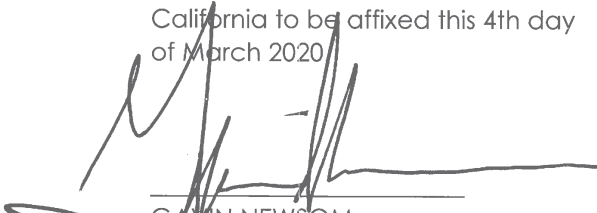
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

13. Notwithstanding Health and Safety Code sections 1797.52 and 1797.218, during the course of this emergency, any EMT-P licensees shall have the authority to transport patients to medical facilities other than acute care hospitals when approved by the California EMS Authority. In order to carry out this order, to the extent that the provisions of Health and Safety Code sections 1797.52 and 1797.218 may prohibit EMT-P licensees from transporting patients to facilities other than acute care hospitals, those statutes are hereby suspended until the termination of this State of Emergency.

14. The Department of Social Services may, to the extent the Department deems necessary to respond to the threat of COVID-19, waive any provisions of the Health and Safety Code or Welfare and Institutions Code, and accompanying regulations, interim licensing standards, or other written policies or procedures with respect to the use, licensing, or approval of facilities or homes within the Department's jurisdiction set forth in the California Community Care Facilities Act (Health and Safety Code section 1500 et seq.), the California Child Day Care Facilities Act (Health and Safety Code section 1596.70 et seq.), and the California Residential Care Facilities for the Elderly Act (Health and Safety Code section 1569 et seq.). Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 4th day
of March 2020



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**PROCLAMATIONS**

Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak

Issued on: March 13, 2020



In December 2019, a novel (new) coronavirus known as SARS-CoV-2 (“the virus”) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. I have taken sweeping action to control the spread of the virus in the United States, including by suspending entry of foreign nationals seeking entry who had been physically present within the prior 14 days in certain jurisdictions where COVID-19 outbreaks have occurred, including the People’s Republic of China, the Islamic Republic of Iran, and the Schengen Area of Europe. The Federal Government, along with State and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories. On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic, as the rates of infection continue to rise in many locations around the world and across the United States.

The spread of COVID-19 within our Nation’s communities threatens to strain our Nation’s healthcare systems. As of March 12, 2020, 1,645 people from 47 States have been infected with the virus that

causes COVID-19. It is incumbent on hospitals and medical facilities throughout the country to assess their preparedness posture and be prepared to surge capacity and capability. Additional measures, however, are needed to successfully contain and combat the virus in the United States.

NOW, THEREFORE, I, DONALD J. TRUMP, President of the United States, by the authority vested in me by the Constitution and the laws of the United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601 *et seq.*) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), do hereby find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020. Pursuant to this declaration, I direct as follows:

Section 1. Emergency Authority. The Secretary of HHS may exercise the authority under section 1135 of the SSA to temporarily waive or modify certain requirements of the Medicare, Medicaid, and State Children's Health Insurance programs and of the Health Insurance Portability and Accountability Act Privacy Rule throughout the duration of the public health emergency declared in response to the COVID-19 outbreak.

Sec. 2. Certification and Notice. In exercising this authority, the Secretary of HHS shall provide certification and advance written notice to the Congress as required by section 1135(d) of the SSA (42 U.S.C. 1320b-5(d)).

Sec. 3. General Provisions. (a) Nothing in this proclamation shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This proclamation shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This proclamation is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

IN WITNESS WHEREOF, I have hereunto set my hand this thirteenth day of March, in the year of our Lord two thousand twenty, and of the Independence of the United States of America the two hundred and forty-fourth.

DONALD J. TRUMP



Health & Human Services Agency COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: March 17, 2020

Public Hearing Required	Yes ☐	N/A ☒
Scheduled Public Hearing w/Clerk	Yes ☐	N/A ☒
Published Notice Required	Yes ☐	N/A ☒
Advertised Published Notice	Yes ☐	N/A ☒
Meet & Confer Required	Yes ☐	N/A ☒
Electronic file(s) has been sent	Yes ☒	N/A ☐
Budget Transfer (Aud 308) attached	Yes ☐	N/A ☒
Personnel Resolution attached	Yes ☐	N/A ☒
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes ☐	N/A ☒

CONTACT PERSON: Andrew Lockman PHONE: 624-8000

SUBJECT: Ratify Proclamations of Emergency for COVID-19

REQUEST(S):

That the Board of Supervisors:

1. Ratify a Proclamation of Local Emergency issued by the County Coordinator of Emergency Services on March 11, 2020 due to COVID-19; and
2. Ratify a Proclamation of Local Health Emergency issued by the County Health Officer on March 11, 2020 due to COVID-19.

SUMMARY:

As has been widely covered in the media, the COVID-19 outbreak originated in China beginning in December 2019. The Tulare County Department of Public Health, in cooperation with all Tulare County departments and numerous healthcare and community partners, has been actively monitoring and proactively preparing for COVID-19 since early January 2020.

Since that time, cases have been reported worldwide along with numerous deaths resulting from the disease. California has had numerous cases resulting from travel, person-to-person contact, and community spread. On March 4, 2020, Governor Newsom proclaimed a State of Emergency for COVID-19 after the first COVID-19 related death in California. Since that date, confirmed cases have also occurred in neighboring Fresno and Madera Counties.

On March 11, 2020, Tulare County had its first confirmed positive COVID-19 case. As a result, the County implemented a contingency plan under which the County's Coordinator of Emergency Services proclaimed a Local Emergency, and the County

SUBJECT: Ratify Proclamations of Emergency due to COVID-19
DATE: March 17, 2020

Health Officer proclaimed a Local Health Emergency, to enable the County to take all necessary response actions to combat the effects of the disease. Pursuant to California Government Code section 8630(b), these proclamations must be ratified within seven (7) days by the Board of Supervisors in order to remain in effect.

The Governor's State of Emergency dated March 4, 2020, waives statutory requirements to renew emergency proclamations for COVID-19, so these local proclamations will remain in effect until terminated by the Tulare County Board of Supervisors.

As a matter of information, local public health emergencies due to the threat posed by COVID-19 also have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes.

FISCAL IMPACT/FINANCING:

There is no cost associated with proclaiming or terminating a local emergency or local health emergency. The proclamation of local emergency contains a request for California Disaster Assistance Act funding, which may result in cost recovery of extraordinary response costs associated with this incident.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Safety and Security initiative, with a directive to plan and provide coordinated emergency preparedness, response, recovery and mitigation capabilities for both natural and man-made disasters. These proclamations support the County's emergency response and coordination efforts by ensuring all necessary actions can be taken to mitigate the spread of disease.

ADMINISTRATIVE SIGN-OFF:



Timothy W. Lutz
Agency Director

Cc: County Administrative Office

Attachment(s) Proclamation of Local Emergency
Proclamation of Local Health Emergency

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF RATIFY PROCLAMATIONS) Resolution No. _____
OF EMERGENCY DUE TO COVID-19) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Ratified a Proclamation of Local Emergency issued by the County Coordinator of Emergency Services on March 11, 2020 due to COVID-19; and
2. Ratified a Proclamation of Local Health Emergency issued by the County Health Officer on March 11, 2020 due to COVID-19.

**PROCLAMATION OF A LOCAL EMERGENCY
BY THE DIRECTOR OF EMERGENCY SERVICES**

WHEREAS, Government Code section 8630 and Tulare County Ordinance Code section 1-15-1030 authorize the Director of Emergency Services to proclaim a local emergency when the County of Tulare ("County") is threatened by conditions of disaster or extreme peril to the safety of persons and property within the County that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County, and the Board of Supervisors is not in session; and

WHEREAS, the Director of Emergency Services hereby finds:

Conditions of extreme peril to the safety of persons and property have arisen within the County due to the following:

A novel coronavirus (named "COVID-19") was first detected in Wuhan City, Hubei Province, China, in December 2019. The U.S. Centers for Disease Control and Prevention ("CDC") considers the virus to be a very serious public health threat, based on current information. In part, the virus is considered a serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

The number of reported cases of COVID-19 has escalated dramatically over a short period of time. To date, worldwide there are over 125,000 confirmed cases of COVID-19 and over 4,600 deaths from COVID-19. Cases of COVID-19, though concentrated in China, have been reported in one hundred twenty-two countries, including the United States, and include individuals who never visited China. Transmission from an asymptomatic individual has been documented. In the U.S., there have been 939 total cases of COVID-19 confirmed to date in 41 different states, and at least 29 deaths reported.

The World Health Organization has declared the outbreak to be a global health emergency. Actions are being taken to protect public health and limit the spread of COVID-19 in the United States.

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California. There are now almost 200 confirmed cases in California spanning some 24 counties and at least four deaths have been reported in California due to COVID-19.

Local public health emergencies due to the threat posed by COVID-19 have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes; and

Tulare County has a population of over 450,000 residents, many of whom travel frequently for business or personal reasons. The Health Officer of the County of Tulare has determined that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Tulare County, and has declared a Local Health Emergency as a result.

These conditions are beyond the control of the services, personnel, equipment, and facilities of the County and require the combined forces of other political subdivisions to combat.

WHEREAS, on March 11, 2020, a Tulare County resident tested positive for COVID-19; and

WHEREAS, based on the experience of other California communities, it can reasonably be expected that other positive tests will soon follow; and

WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

WHEREAS, during a local emergency, the Director of Emergency Services or other individual authorized to serve in that capacity under Tulare County Ordinance Code sections 1-15-1031 and 1-15-1032 is empowered by Tulare County Ordinance Code section 1-15-1025 to issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, that such rules and regulations must be confirmed at the earliest possible time by the Board of Supervisors; and

WHEREAS, the Director of Emergency Services is unavailable to issue a proclamation as he is currently outside of Tulare County and has authorized his successor, the County's Coordinator of Emergency Services (Assistant County Administrative Officer), as designated in Tulare County Ordinance Code sections 1-15-1010 (c) and 1-15-1030 (g) to exercise the powers of Director of Emergency Services as provided for in Tulare County Ordinance Code section 1-15-1030 (h) and thereby to issue this proclamation of local emergency; and

WHEREAS, the Tulare County Health Department must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to COVID-19; and

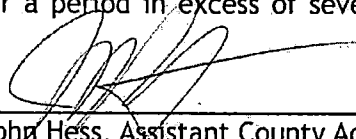
NOW THEREFORE, the Tulare County Coordinator of Emergency Services hereby:

1. Proclaims that a local emergency, as defined in Government Code Section 8558 and Tulare County Ordinance Code Section 1-15-1005, now exists within the County due to the presence of COVID-19; and
2. Requests that the Governor of the State of California request a federal declaration to provide assistance, including, but not limited to, California Disaster Assistance Act ("CDAA"); and
3. Orders that the Tulare County Health Department must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to COVID-19.

The local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the Board of Supervisors.

Date: March 11, 2020

Time: 10:33 pm

By: 

John Hess, Assistant County Administrative Officer
and Emergency Services Coordinator

APPROVED AS TO FORM:
COUNTY COUNSEL

/s/ Jennifer M. Shiffert
Deputy
Matter No. 2020217

Jlk/03-11-2020/2020217/1444043

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277
559-624-8480



**PROCLAMATION OF LOCAL HEALTH EMERGENCY
REGARDING NOVEL CORONAVIRUS (COVID-19)**

WHEREAS, California Health and Safety Code section 101080 and Tulare County Ordinance Code section 1-15-1033 authorize the local health officer to declare a local health emergency in the health officer's jurisdiction, or any part thereof, whenever the health officer reasonably determines that there is an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

WHEREAS, the local health emergency shall not remain in effect after 7 days from the date of this declaration unless it has been ratified by the County of Tulare's Board of Supervisors; and

WHEREAS, the Health Officer of the County of Tulare makes the following findings:

A novel coronavirus (named "COVID-19") was first detected in Wuhan City, Hubei Province, China, in December 2019. The U.S. Centers for Disease Control and Prevention ("CDC") considers the virus to be a very serious public health threat, based on current information. In part, the virus is considered a serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation, but are poorly characterized at this time. The best information to date suggests that the virus is spread between people primarily via respiratory droplets produced when an infected person coughs or sneezes. Symptoms of the virus include fever, cough, and shortness of breath, and infected individuals have experienced a range of outcomes, from mild sickness to severe illness and death. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

The number of reported cases of COVID-19 has escalated dramatically over a short period of time. To date, worldwide there are over 125,000 confirmed cases of COVID-19 and over 4,600 deaths from COVID-19. Cases of COVID-19, though concentrated in China, have been reported in 122 counties, including the United States. Confirmed cases of COVID-19 include individuals who never visited China. Transmission from an asymptomatic individual has been documented. The World Health Organization has declared the outbreak to be a global health emergency.

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California.

**DECLARATION OF LOCAL HEALTH EMERGENCY
REGARDING NOVEL CORONAVIRUS (COVID-19)**

There are now almost 200 confirmed cases in California spanning 24 counties, and 4 deaths have been reported in California due to COVID-19.

Local public health emergencies due to the threat posed by COVID-19 have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes.

Tulare County has a population of over 450,000 residents, many of whom travel frequently for business or personal reasons. As of March 11, 2020 there are 939 total cases of COVID-19 in the United States and 29 deaths. 41 states have reported cases.

WHEREAS, on March 11, 2020, a Tulare County resident tested positive for COVID-19; and

WHEREAS, based on the experience of other California communities, it can reasonably be expected that other positive tests will soon follow; and

WHEREAS, the Health Officer of the County of Tulare does hereby find that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Tulare County; and

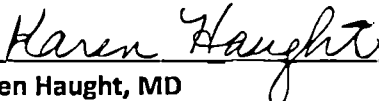
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

NOW, THEREFORE, the Health Officer of the County of Tulare hereby proclaims and declares that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19.

Date: March 11, 2020

Time: 10:50 pm

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By /s/Jennifer M. Shiffert
Deputy
Matter No. 2020217

Jlk/03-11-2020/2020217/1444044.DOCX



TULE RIVER INDIAN TRIBE OF CALIFORNIA

IN THE MATTER OF:

Resolution to Formally Declare a State of
Emergency for the Tule River Tribe of The)
Tule River Reservation of California)

RESOLUTION NO. FY2020-100

BE IT RESOLVED BY THE COUNCIL OF THE TULE RIVER INDIAN TRIBE:

WHEREAS, the Tule River Indian Tribe (the "Tribe") is a federally recognized Indian tribe organized pursuant to the Constitution and Bylaws of the Tule River Indian Tribe approved January 15, 1936 ("Constitution"); and

WHEREAS, pursuant to Article III, Section 1 of the Constitution the governing body of the Tribe is the Tribal Council and pursuant to Article VI, Section 1 of its Constitution it has the power to promulgate ordinance for the purpose of safeguarding the peace and safety of residents of the reservation and to adopt resolutions regulating the procedure of tribal agencies of the reservation; and

WHEREAS, On March 4th 2020, a proclaimed State of Emergency exists in the State of California, as result of the threat of COVID-19; and

WHEREAS, despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS, for the safety and protection of the public health within the jurisdiction of the Tribe for the Tribe and/or its governmental agencies to obtain emergency support and funding from Federal, state and local agencies; and

WHEREAS, the Tule River Tribal Council desires to consider state and local recommendation deemed necessary in the interests of the public health, issue guidance limiting or recommend limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved thereby constituting a force majeure; and

WHEREAS, in the interest of public health and safety, it is necessary to exercise my authority under Constitution of the governing body of the Tribe to ensure adequate response and address potential issues related to the threat of COVID-19; and

NOW THEREFORE BE IT RESOLVED, the Tribal Council hereby declares a State of Emergency for the safety and protection of the public health within the jurisdiction of the Tribe for the Tribe and/or its governmental agencies to obtain emergency support and funding from Federal, state and local agencies

Page 2.

Resolution No. FY2020-100

BE IT FURTHER RESOLVED that this resolution has not been amended or rescinded in any way.

CERTIFICATION

UPON MOTION OF COUNCIL MEMBER **Zachary Janoko** SECONDED BY COUNCIL MEMBER **Steve M. Peyron, Jr.**, THE FOREGOING WAS ADOPTED BY THE TULE RIVER TRIBAL COUNCIL AT A DULY CALLED MEETING HELD ON **Friday, March 13, 2020**, AT WHICH A QUORUM WAS PRESENT BY THE FOLLOWING VOTES:

AYES: 8

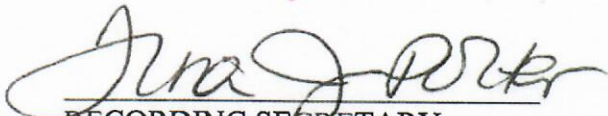
NOES: 0

ABSTAIN 0


NEIL PEYRON, CHAIRMAN
TULE RIVER TRIBAL COUNCIL


HEATHER TERAN, SECRETARY
TULE RIVER TRIBAL COUNCIL

ATTEST TO:


RECORDING SECRETARY

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-25-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS state and local public health officials may, as they deem necessary in the interest of public health, issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS the Department of Public Health is maintaining up-to-date guidance relating to COVID-19, available to the public at <http://cdph.ca.gov/covid19>; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to minimize the spread and mitigate the effects of COVID-19; and

WHEREAS there is a need to secure numerous facilities to accommodate quarantine, isolation, or medical treatment of individuals testing positive for or exposed to COVID-19; and

WHEREAS, many individuals who have developmental disabilities and receive services through regional centers funded by the Department of Developmental Services also have chronic medical conditions that make them more susceptible to serious symptoms of COVID-19, and it is critical that they continue to receive their services while also protecting their own health and the general public health; and

WHEREAS individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources such as shelters and food banks; and

WHEREAS in the interest of public health and safety, it is necessary to exercise my authority under the Emergency Services Act, specifically Government Code section 8572, to ensure adequate facilities exist to address the impacts of COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571 and 8572, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19.
2. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 2627(b)(1) for disability insurance applicants who are unemployed and disabled as a result of the COVID-19, and who are otherwise eligible for disability insurance benefits.
3. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 1253(d) for unemployment insurance applicants who are unemployed as a result of the COVID-19, and who are otherwise eligible for unemployment insurance benefits.
4. Notwithstanding Health and Safety Code section 1797.172(b), during the course of this emergency, the Director of the Emergency Medical Services Authority shall have the authority to implement additions to local optional scopes of practice without first consulting with a committee of local EMS medical directors named by the EMS Medical Directors Association of California.
5. In order to quickly provide relief from interest and penalties, the provisions of the Revenue and Taxation Code that apply to the taxes and fees administered by the Department of Tax and Fee Administration, requiring the filing of a statement under penalty of perjury setting forth the facts for a claim for relief, are suspended for a period of 60 days after the date of this Order for any individuals or businesses who are unable to file a timely tax return or make a timely payment as a result of complying with a state or local public health official's imposition or recommendation of social distancing measures related to COVID-19.
6. The Franchise Tax Board, the Board of Equalization, the Department of Tax and Fee Administration, and the Office of Tax Appeals shall use their administrative powers where appropriate to provide those individuals and businesses impacted by complying with a state or local public health official's imposition or recommendation of social

distancing measures related to COVID-19 with the extensions for filing, payment, audits, billing, notices, assessments, claims for refund, and relief from subsequent penalties and interest.

7. The Governor's Office of Emergency Services shall ensure adequate state staffing during this emergency. Consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors, are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. The Director of the California Department of Human Resources must be notified of any individual employed pursuant to these waivers.
8. The California Health and Human Services Agency and the Office of Emergency Services shall identify, and shall otherwise be prepared to make available—including through the execution of any necessary contracts or other agreements and, if necessary, through the exercise of the State's power to commandeer property – hotels and other places of temporary residence, medical facilities, and other facilities that are suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period.
9. The certification and licensure requirements of California Code of Regulations, Title 17, section 1079 and Business and Professions Code section 1206.5 are suspended as to all persons who meet the requirements under the Clinical Laboratory Improvement Amendments of section 353 of the Public Health Service Act for high complexity testing and who are performing analysis of samples to test for SARS-CoV-2, the virus that causes COVID-19, in any certified public health laboratory or licensed clinical laboratory.
10. To ensure that individuals with developmental disabilities continue to receive the services and supports mandated by their individual program plans threatened by disruptions caused by COVID-19, the Director of the Department of Developmental Services may issue directives waiving any provision or requirement of the Lanterman Developmental Disabilities Services Act, the California Early Intervention Services Act, and the accompanying regulations of Title 17, Division 2 of the California Code of Regulations. A directive may delegate to the regional centers any authority granted to the Department by law where the Director believes such delegation is necessary to ensure services to individuals with developmental disabilities. The Director shall describe the need justifying the waiver granted in each directive and articulate how the waiver is necessary to protect the public health or safety from the threat of COVID-19 or necessary to ensure that services to individuals with developmental disabilities are not disrupted. Any waiver granted by a directive shall expire 30 days from the date of its issuance. The Director may grant one or more 30-day extensions if the waiver continues to be necessary

to protect health or safety or to ensure delivery of services. The Director shall rescind a waiver once it is no longer necessary to protect public health or safety or ensure delivery of services. Any waivers and extensions granted pursuant to this paragraph shall be posted on the Department's website.

11. Notwithstanding any other provision of state or local law, including the Bagley-Keene Act or the Brown Act, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body or state body, during the period in which state or local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended, on the conditions that:

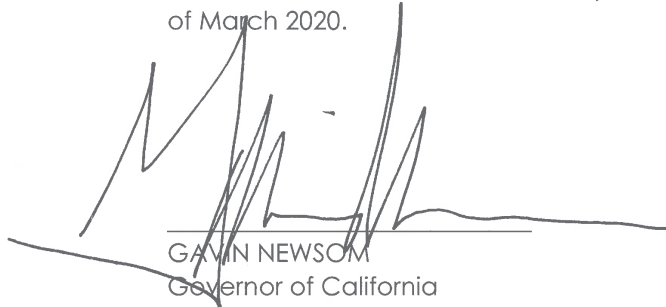
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice requirement in paragraph (i), each state or local body must notice at least one publicly accessible location from which members of the public shall have the right to observe and offer public comment at the public meeting, consistent with the public's rights of access and public comment otherwise provided for by the Bagley-Keene Act and the Brown Act, as applicable (including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act).

In addition to the mandatory conditions set forth above, all state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 12th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-28-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

WHEREAS many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

WHEREAS Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

WHEREAS because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

WHEREAS local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

WHEREAS local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

WHEREAS in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

WHEREAS many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

WHEREAS many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
 - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
 - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-32-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS in the past two years, the State of California has allocated \$1.15 billion to local partners through the Homeless Emergency Aid Program and the Homeless Housing, Assistance, and Prevention Program, funding intended to provide for a variety of programs and facilities aimed at combatting homelessness; and

WHEREAS on March 17, 2020, I signed Senate Bill 89, emergency legislation that authorizes \$500 million in immediately available funding to help California fight COVID-19 for any purpose related to the March 4, 2020 proclamation of a State of Emergency, including to support local governments to protect the health and safety of homeless populations, reduce the spread of COVID-19 in homeless populations, and provide safe beds for people experiencing homelessness; and

WHEREAS the emergency of COVID-19 necessitates a more focused approach, including emergency protective measures to bring unsheltered Californians safely indoors, expand shelter capacity, maintain health and sanitation standards and institute medically indicated interventions, and add new isolation and quarantine capacity to California's shelter and housing inventory to slow the spread of the pandemic; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

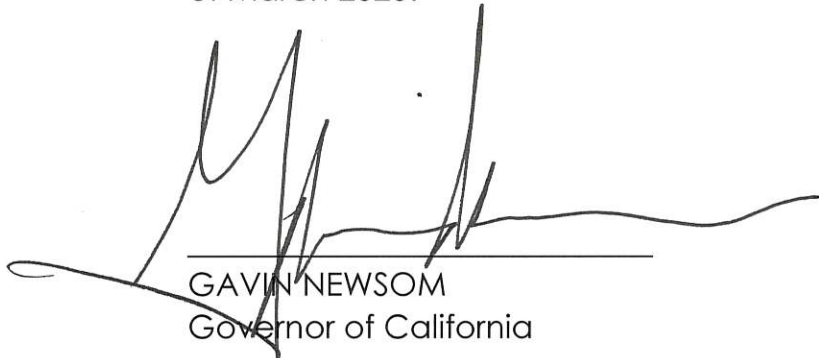
- 1) To the limited extent that any part of Health & Safety Code section 50214, subdivision (a), restricts a local jurisdiction from expending Homeless Emergency Aid Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through implementing guidance from the Department of Public Health on hand and respiratory hygiene and protective congregate living protocols, and providing isolation and quarantine capacity, that part is suspended.

- 2) To the limited extent that any part of Health & Safety Code section 50219, subdivision (c), restricts a local jurisdiction from expending Homeless Housing, Assistance, and Prevention Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through expanding shelter and housing services and capacity, that part is suspended.
- 3) Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are suspended for any project using Homeless Emergency Aid Program funds, Homeless Housing, Assistance, and Prevention Program funds, or funds appropriated in Senate Bill 89, signed on March 17, 2020.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 18th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-33-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating updated and more stringent guidance from federal, state, and local public health officials; and

WHEREAS for the preservation of public health and safety throughout the entire State of California, I find it necessary for all Californians to heed the State public health directives from the Department of Public Health.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8627, and 8665 do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To preserve the public health and safety, and to ensure the healthcare delivery system is capable of serving all, and prioritizing those at the highest risk and vulnerability, all residents are directed to immediately heed the current State public health directives, which I ordered the Department of Public Health to develop for the current statewide status of COVID-19. Those directives are consistent with the March 19, 2020, Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response, found at: <https://covid19.ca.gov/>. Those directives follow:

ORDER OF THE STATE PUBLIC HEALTH OFFICER
March 19, 2020

To protect public health, I as State Public Health Officer and Director of the California Department of Public Health order all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>. In addition, and in consultation with the Director of the Governor's Office of Emergency Services, I may designate additional sectors as critical in order to protect the health and well-being of all Californians.

Pursuant to the authority under the Health and Safety Code 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150, this order is to go into effect immediately and shall stay in effect until further notice.

The federal government has identified 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or

destruction would have a debilitating effect on security, economic security, public health or safety, or any combination thereof. I order that Californians working in these 16 critical infrastructure sectors may continue their work because of the importance of these sectors to Californians' health and well-being.

This Order is being issued to protect the public health of Californians. The California Department of Public Health looks to establish consistency across the state in order to ensure that we mitigate the impact of COVID-19. Our goal is simple, we want to bend the curve, and disrupt the spread of the virus.

The supply chain must continue, and Californians must have access to such necessities as food, prescriptions, and health care. When people need to leave their homes or places of residence, whether to obtain or perform the functions above, or to otherwise facilitate authorized necessary activities, they should at all times practice social distancing.

- 2) The healthcare delivery system shall prioritize services to serving those who are the sickest and shall prioritize resources, including personal protective equipment, for the providers providing direct care to them.
- 3) The Office of Emergency Services is directed to take necessary steps to ensure compliance with this Order.
- 4) This Order shall be enforceable pursuant to California law, including, but not limited to, Government Code section 8665.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 19th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

ESSENTIAL WORKFORCE

On March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents immediately to heed current State public health directives to stay home, except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect health and well-being of all Californians.

In accordance with this order, the State Public Health Officer has designated the following list of “Essential Critical Infrastructure Workers” to help state, local, tribal, and industry partners as they work to protect communities, while ensuring continuity of functions critical to public health and safety, as well as economic and national security.

Sector Index:

1. [Health and Public Health Sector](#)
2. [Emergency Services Sector](#)
3. [Food and Agriculture Sector](#)
4. [Energy Sector](#)
5. [Water and Wastewater Sector](#)
6. [Transportation and Logistics Sector](#)
7. [Communications and Information Technology Sector](#)
8. [Government Operations and Other Community-Based Essential Functions](#)
9. [Critical Manufacturing Sector](#)
10. [Financial Services Sector](#)
11. [Chemical Sector](#)
12. [Defense Industrial Base Sector](#)
13. [Industrial, Commercial, Residential and Sheltering Facilities and Services](#)

Relevant Guidance For All Sectors:

- [Face Coverings Guidance](#)
 - [Orientación Sobre el Uso de Mascarillas de Tela](#)
- [Self-Isolation for Older Adults and Those Who Have Elevated Risk](#)
 - [Aislamiento para Adultos Mayores y Personas que Tienen un Riesgo Elevado](#)
- [Employers, health care workers and workers in general industry](#)

1. HEALTHCARE / PUBLIC HEALTH

Sector Profile

The Healthcare and Public Health (HPH) Sector is large, diverse, and open, spanning both the public and private sectors. It includes publicly accessible healthcare facilities, research centers, suppliers, manufacturers, and other physical assets and vast, complex public-private information technology systems required for care delivery and to support the rapid, secure transmission and storage of large amounts of HPH data.

Essential Workforce, if remote working is not practical:

1. Health care providers and caregivers (including physicians, dentists, psychologists, mid-level practitioners, nurses, assistants, and aids; infection control and quality assurance personnel; pharmacists; physical, respiratory, speech and occupational therapists and assistants; social workers and providers serving individuals with disabilities including developmental disabilities; optometrists; speech pathologists; chiropractors; diagnostic and therapeutic technicians; and radiology technologists).
2. Workers required for effective clinical, command, infrastructure, support service, administrative, security and intelligence operations across the direct patient care and full healthcare and public health spectrum, including accounting, administrative, admitting and discharge, engineering, accrediting, certification, licensing, credentialing, epidemiological, source plasma and blood donation, food service, environmental services, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians; emergency medical services workers; prehospital workers including but not limited to urgent care workers; inpatient and hospital workers; outpatient care workers; home care workers; workers at long-term care facilities, residential and community-based providers; workplace safety workers).
3. Workers needed to support transportation to and from healthcare facilities and provider appointments.
4. Workers needed to provide laundry services, food services, reprocessing of medical equipment, and waste management.
5. Vendors and suppliers (including imaging, pharmacy, oxygen services, durable medical equipment)
6. Workers who perform critical clinical research, development, and testing needed for COVID-19 response.
7. Workers in other medical and life science facilities (including Ambulatory Health and Surgical, Blood Banks, Clinics, Community Mental Health, Comprehensive Outpatient rehabilitation, End Stage Renal Disease, Health Departments, Home Health care, Hospices, Hospitals, Long Term Care, Organ Pharmacies, Procurement Organizations, Psychiatric, Residential, Rural Health Clinics and Federally Qualified Health Centers, and retail facilities specializing in medical goods and supplies, including cannabis).
8. Workers for health manufacturing (including life science companies, and companies that have shifted production to medical supplies), materials and parts suppliers, technicians, logistics and warehouse operators, printers, packagers, and distributors of medical equipment (including those who test and repair), personal protective equipment (PPE), isolation barriers, medical

- gases, pharmaceuticals (including materials used in radioactive drugs, and cannabis products), dietary supplements, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, personal hygiene products, and tissue and paper towel products.
9. Public health / community health workers, including those who compile, model, analyze and communicate public health information.
 10. Behavioral and mental health workers responsible for coordination, outreach, engagement, and treatment to individuals in need of mental health and/or behavioral services.
 11. Donors of blood bone marrow, blood stem cell, or plasma and the workers of the organizations that operate and manage related activities.
 12. Workers that manage health plans, billing, and health information.
 13. Workers who conduct community-based public health functions, conducting epidemiologic surveillance, compiling, analyzing and communicating public health information.
 14. Workers performing IT and cybersecurity functions at healthcare and public health facilities.
 15. Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions.
 16. Pharmacy employees, including workers necessary to maintain uninterrupted prescription filling.
 17. Workers in retail facilities specializing in medical goods and supplies.
 18. Public health and environmental health workers, including workers specializing in environmental health that focus on implementing environmental controls, sanitary and infection control interventions, healthcare facility safety and emergency preparedness planning, engineered work practices, and developing guidance and protocols for appropriate PPE to prevent COVID-19 disease transmission; Public health/ community health workers (including call center workers) who conduct community- based public health functions, conducting epidemiologic surveillance and compiling, analyzing, and communicating public health information.
 19. Mortuary services providers, including workers performing mortuary, funeral, cremation burial, cemetery, and related services, including funeral homes, crematoriums, cemetery workers and coffin makers.
 20. Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to behavioral and mental health services to the family members, responders, and survivors of an incident.
 21. Workers supporting veterinary hospitals and clinics.

Relevant Sector Guidance:

- [All Facility Letters for health care facilities, including long-term care facilities](#)
- [Health care facilities, Skilled Nursing Facilities](#)
- [Individuals with Access and Functional Needs](#)
- [Medical Waste Management - Interim Guidelines](#)
- [Outpatient Healthcare Facility Infection Control Recommendations for Suspect COVID-19 Patients](#)
- [Prioritization of Patients for Laboratory Testing for COVID-19](#)
- [Veterinary Professionals and Premises](#)
- Regional Centers:
 - [Visits to Licensed Residential Facilities](#)
 - [Risk Mitigation Strategies for ARFPSHN, ICF/DD-CN](#)
- [Adult and Senior Care Facilities](#)

- [Cuidado a los Adultos Mayores](#)
- [Community care facilities, including assisted living facilities and child care](#)
- [Medi-Cal Managed Care Health Plans: COVID – 19 Screening and Testing](#)
- [Coverage Options Fact Sheet](#)
 - [Opciones De Cobertura](#)
- [Department of Managed Health Care All Plan Letter](#)
- [California Department of Insurance Bulletin](#)

2. EMERGENCY SERVICES SECTOR

Sector Profile

The Emergency Services Sector (ESS) is a community of highly-skilled, trained personnel, along with the physical and cyber resources, that provide a wide range of prevention, preparedness, response, and recovery services during both day-to-day operations and incident response. The ESS includes geographically distributed facilities and equipment in both paid and volunteer capacities organized primarily at the federal, state, local, tribal, and territorial levels of government, such as city police departments and fire stations, county sheriff's offices, Department of Defense police and fire departments, and town public works departments. The ESS also includes private sector resources, such as industrial fire departments, private security organizations, and private emergency medical services providers.

Essential Workforce, if remote working is not practical:

1. Public, private, and voluntary personnel (front line and management) in emergency management, law enforcement, fire and rescue services, emergency medical services, corrections, rehabilitation and reentry, search and rescue, hazardous material response, and technicians supporting maritime and aviation emergency response.
2. Public Safety Answering Points and 911 call center employees; personnel involved in access to emergency services including the emergency alert system and wireless emergency alerts.
3. Fusion Center employees
4. Workers who support weather disaster / natural hazard monitoring, response, mitigation, and prevention, including personnel conducting, supporting, or facilitating wildfire mitigation activities
5. Workers – including contracted vendors -- who maintain, manufacture, or supply equipment and services supporting law enforcement, fire, EMS, and emergency service response operations (including safety equipment, electronic security, and uniforms)
6. Workers responding to abuse and neglect of children, elders and dependent adults.
7. Animal control officers and humane officers
8. Security staff to maintain building access control and physical security measures
9. Workers and contracted vendors who maintain and provide services and supplies to public safety facilities, including emergency communication center, public safety answering points, public safety communications centers, emergency operation centers, fire and emergency medical services stations, police and law enforcement stations and facilities.

Relevant Sector Guidance:

- [Public Health Guidance about COVID-19 for California State Prisons](#)
- [First responders, including paramedics and EMTs](#)

3. FOOD AND AGRICULTURE

Sector Profile

The Food and Agricultural (FA) Sector is composed of complex production, processing, and delivery systems and has the capacity to feed people and animals both within and beyond the boundaries of the United States. Beyond domestic food production, the FA Sector also imports many ingredients and finished products, leading to a complex web of growers, processors, suppliers, transporters, distributors, and consumers. This sector is critical to maintaining and securing our food supply.

Essential Workforce, if remote working is not practical:

1. Workers supporting groceries, pharmacies, convenience stores, and other retail that sells food or beverage products, and animal/pet food, retail customer support service, information technology support staff, for online orders, pickup/takeout or delivery.
2. Workers supporting restaurant carry-out and quick serve food operations, including food preparation, carry-out and delivery food employees.
3. Food manufacturer employees and their supplier employees to include those employed in food ingredient production and processing-facilities; aquaculture and seafood harvesting facilities; livestock, poultry, seafood slaughter facilities; pet and animal feed processing facilities; human food facilities producing by-products for animal food; beverage production facilities; and the production of food packaging, including recycling operations and processing.
4. Farmers, farm and ranch workers, and agribusiness support services to include those employed in auction and sales; grain and oilseed handling, storage, processing and distribution; animal food, feed, and ingredient production, packaging, and distribution; manufacturing, packaging, and distribution of veterinary drugs; truck delivery and transport.
5. Farmers, farm and ranch workers, support service workers and their supplier employees producing food supply domestically and for export to include those engaged in raising, cultivating, harvesting, packing, storing, or delivering to storage or to market or to a carrier for transportation to market any agricultural or horticultural commodity for human consumption; those engaged in producing and harvesting field crops; cannabis growers; agricultural and commodity inspection; fuel ethanol facilities; storage facilities; biodiesel and renewable diesel facilities; and other agricultural inputs
6. Employees and firms supporting food, feed, and beverage distribution and ingredients used in these products including warehouse workers, vendor-managed inventory controllers, and blockchain managers.
7. Workers supporting the sanitation of all food manufacturing processes and operations from wholesale to retail.
8. Workers supporting the growth and distribution of plants and associated products for home gardens.
9. Workers in cafeterias used to feed workers, particularly worker populations sheltered against COVID-19
10. Workers in animal diagnostic and food testing laboratories
11. Workers essential for assistance programs and government payments
12. Government, private, and non-governmental organizations' workers essential for food assistance programs (including school lunch programs) and government payments.

13. Employees of companies engaged in the production, storage, transport, and distribution of chemicals; medicines, including cannabis; vaccines; and other substances used by the food and agriculture industry, including seeds, pesticides, herbicides, fertilizers, minerals, enrichments, and other agricultural production aids.
14. Animal agriculture workers to include those employed in veterinary health (including those involved in supporting emergency veterinary or livestock services); raising of animals for food; animal production operations; livestock markets; slaughter and packing plants, manufacturers, renderers, and associated regulatory and government workforce.
15. Transportation supporting animal agricultural industries, including movement of animal medical and reproductive supplies and material, animal vaccines, animal drugs, feed ingredients, feed, and bedding, live animals, animal medical materials; transportation of deceased animals for disposal; and associated regulatory and government workforce
16. Workers who support sawmills and the manufacture and distribution of fiber and forest products, including, but not limited to timber, paper, and other wood and fiber products
17. Employees engaged in the manufacture and maintenance of equipment and other infrastructure necessary to agricultural production and distribution
18. Workers at animal care facilities that provide food, shelter, veterinary and/or routine care and other necessities of life for animals.

Relevant Sector Guidance:

- [Food, Beverage, Other Services](#)
 - [Alimentos, Bebidas y Otros Sitios de Servicios Relacionados](#)
- [Food Industry and Food Supply Chain](#)

4. ENERGY

Sector Profile

The Energy Sector consists of widely diverse and geographically dispersed critical assets and systems that are often interdependent of one another. This critical infrastructure is divided into three interrelated segments or subsectors—electricity, oil, and natural gas—to include the production, refining, storage, and distribution of oil, gas, and electric power. The Energy Sector supplies fuels to the transportation industry, electricity to households and businesses, and other sources of energy that are integral to growth and production across the Nation. In turn, it depends on the Nation's transportation, information technology, communications, finance, water, and government infrastructures.

Essential Workforce, if remote working is not possible:

1. Workers supporting the energy sector, regardless of the energy source, segment of the system, or infrastructure the worker is involved in, or who are needed to monitor, operate, engineer, and maintain the reliability, safety, environmental health, physical and cyber security of the energy system, including power generation, transmission and distribution.
2. Workers supporting the energy sector, regardless of the energy source, needed for construction, manufacturing, transportation and logistics, maintenance, and permitting.
3. IT and OT technology for essential energy sector operations including support workers, customer service operations, call centers, and emergency response and customer emergency operations; energy management systems, control systems, Supervisory Control and Data Acquisition SCADA systems, and energy sector entity data centers; cybersecurity engineers; and cybersecurity risk management.
4. Workers providing services related to energy sector fuels and supply chains, supporting the procurement, mining, drilling, processing, refining, manufacturing, refueling, construction, logistics, transportation (including marine transport, terminals, rail and vehicle transport), permitting operation and maintenance, security, waste disposal, storage, and monitoring of support for resources;
5. Workers supporting environmental remediation and monitoring.
6. Workers supporting manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service at energy sector facilities across all energy sectors, and regardless of the energy source.
7. Workers at Independent System Operators and Regional Transmission Organizations, and Network Operations staff, engineers and technicians to manage the network or operate facilities.
8. Workers at Reliability Coordinator, Balancing Authorities, and primary and backup Control Centers, including but not limited to independent system operators, regional transmission organizations, and balancing authorities; and workers involved in energy commodity trading and scheduling.
9. Mutual assistance personnel, which may include workers from outside of the state or local jurisdiction
10. Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them.

5. WATER AND WASTEWATER

Sector Profile

The Water and Wastewater Sector is a complex sector composed of drinking water and wastewater infrastructure of varying sizes and ownership types. Multiple governing authorities pertaining to the Water and Wastewater Sector provide for public health, environmental protection, and security measures, among others.

Essential Workforce, if remote working is not practical:

Employees needed to operate and maintain drinking water and wastewater/drainage infrastructure, including:

1. Operational staff at water authorities
2. Operational staff at community water systems
3. Operational staff at wastewater treatment facilities
4. Workers repairing water and wastewater conveyances and performing required sampling or monitoring
5. Operational staff for water distribution and testing
6. Operational staff at wastewater collection facilities
7. Operational staff and technical support for SCADA Control systems
8. Chemical disinfectant suppliers for water and wastewater and personnel protection
9. Workers that maintain digital systems infrastructure supporting water and wastewater operations

6. TRANSPORTATION AND LOGISTICS

Sector Profile

The Transportation Systems Sector consists of seven key subsectors, or modes:

- Aviation includes aircraft, air traffic control systems, and airports, heliports, and landing strips. Commercial aviation services at civil and joint-use military airports, heliports, and sea plane bases. In addition, the aviation mode includes commercial and recreational aircraft (manned and unmanned) and a wide variety of support services, such as aircraft repair stations, fueling facilities, navigation aids, and flight schools.
- Highway and Motor Carrier encompasses roadway, bridges, and tunnels. Vehicles include trucks, including those carrying hazardous materials; other commercial vehicles, including bicycles, commercial motor coaches and school buses; vehicle and driver licensing systems; taxis, transportation services including Transportation Network Companies, and delivery services including Delivery Network Companies; traffic management systems; AND cyber systems used for operational management.
- Maritime Transportation System consists of coastline, ports, waterways, and intermodal landside connections that allow the various modes of transportation to move people and goods to, from, and on the water.
- Mass Transit and Passenger Rail includes terminals, operational systems, and supporting infrastructure for passenger services by transit buses, trolleybuses, monorail, heavy rail—also known as subways or metros—light rail, passenger rail, and vanpool/rideshare.
- Pipeline Systems consist of pipelines carrying natural gas hazardous liquids, as well as various chemicals. Above-ground assets, such as compressor stations and pumping stations, are also included.
- Freight Rail consists of major carriers, smaller railroads, active railroad, freight cars, and locomotives.
- Postal and Shipping includes large integrated carriers, regional and local courier services, mail services, mail management firms, and chartered and delivery services.

Essential Workforce, if remote working is not practical:

1. Employees supporting or enabling transportation functions, including truck drivers, bus drivers, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, towing and recovery services, roadside assistance workers, intermodal transportation personnel, and workers that maintain and inspect infrastructure
2. Working supporting or providing services that enable logistics operations for essential sectors, wholesale and retail sale, including warehousing, cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
3. Workers supporting maintenance and operation of essential highway infrastructure, including roads, bridges, and tunnels.

4. Workers of firms providing services, supplies, and equipment that enable warehouse and operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
5. Mass transit workers providing critical transit services and/or performing critical or routine maintenance to mass transit infrastructure or equipment.
6. Employees supporting personal and commercial transportation services, including taxis, bicycle services, Transportation Network Companies, and delivery services including Delivery Network Companies
7. Workers responsible for operating dispatching passenger, commuter and freight trains and maintaining rail infrastructure and equipment
8. Maritime transportation and inland waterway workers – to include maintenance and repair – including port authority and commercial facility personnel, dredgers, port workers, mariners, ship crewmembers, ship pilots and tugboat operators, ship supply, Chandler, and equipment operators.
9. Workers who support the operation, inspection, and maintenance of essential dams, locks, and levees.
10. Workers who support the inspection and maintenance of aids to navigation and other government-provided services that ensure continued maritime commerce.
11. Workers supporting transportation of chemicals, hazardous, medical, waste and recyclable materials to support critical sectors and infrastructure.
12. Automotive repair, maintenance, and transportation equipment manufacturing and distribution facilities.
13. Transportation safety inspectors, including hazardous material inspectors and accident investigator inspectors
14. Manufacturers and distributors (to include service centers and related operations) of lighting and communication systems, specialized signage and structural systems, emergency response equipment and support materials, printers, printed materials, packaging materials, pallets, crates, containers, and other supplies needed to support manufacturing, packaging staging and distribution operations
15. Postal, parcel, courier, last-mile delivery, and shipping workers, to include private companies who accept, process, transport, and deliver information and goods.
16. Workers who supply equipment and materials for maintenance of transportation equipment.
17. Employees who repair and maintain vehicles, aircraft, rail equipment, marine vessels, bicycles, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers
18. Workers who support air transportation for cargo and passengers, including operation distribution, maintenance, and sanitation. This includes air traffic controllers, flight dispatchers, maintenance personnel, ramp workers, fueling agents, flight crews, airport safety inspectors and engineers, airport operations personnel, aviation and aerospace safety workers, security, commercial space personnel, operations personnel, accident investigators, flight instructors, and other on- and off-airport facilities workers.
19. Workers critical to the manufacturing, distribution, sales, rental, leasing, repair, and maintenance of vehicles and other transportation equipment (including electric vehicle charging stations) and the supply chains that enable these operations, subject to adhering public health guidance issued by CDPH.
20. Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, construction material

suppliers, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues

21. Workers who support, such as road and line clearing, to ensure the availability of needed facilities, transportation, energy and communications.

7. COMMUNICATIONS AND INFORMATION TECHNOLOGY

Sector Profile

The Communications Sector provides products and services that support the efficient operation of today's global information-based society. Communication networks enable people around the world to contact one another, access information instantly, and communicate from remote areas. This involves creating a link between a sender (including voice signals) and one or more recipients using technology (e.g., a telephone system or the Internet) to transmit information from one location to another. Technologies are changing at a rapid pace, increasing the number of products, services, service providers, and communication options. The national communications architecture is a complex collection of networks that are owned and operated by individual service providers. Many of this sector's products and services are foundational or necessary for the operations and services provided by other critical infrastructure sectors. The nature of communication networks involves both physical infrastructure (buildings, switches, towers, antennas, etc.) and cyber infrastructure (routing and switching software, operational support systems, user applications, etc.), representing a holistic challenge to address the entire physical-cyber infrastructure.

The IT Sector provides products and services that support the efficient operation of today's global information-based society and are integral to the operations and services provided by other critical infrastructure Sectors. The IT Sector is comprised of small and medium businesses, as well as large multinational companies. Unlike many critical infrastructure Sectors composed of finite and easily identifiable physical assets, the IT Sector is a functions-based Sector that comprises not only physical assets but also virtual systems and networks that enable key capabilities and services in both the public and private sectors.

Essential Workforce – Communications, if remote working is not practical:

1. Maintenance of communications infrastructure- including privately owned and maintained communication systems- supported by technicians, operators, call-centers, wireline and wireless providers, cable service providers, satellite operations, Internet Exchange Points, Network Access Points, back haul and front haul facilities, and manufacturers and distributors of communications equipment.
2. Workers performing functions related to undersea cable infrastructure and support facilities, including cable landing sites, beach manhole vaults and covers, submarine cable depots, and submarine cable ship facilities
3. Government and private sector employees supporting Department of Defense internet and communications facilities.
4. Workers who support radio, television, and media service, including, but not limited to front line news reporters, studio, and technicians for newsgathering, reporting, and publishing news.
5. Network Operations staff, engineers and/or technicians to include IT managers and staff, HVAC & electrical engineers, security personnel, software and hardware engineers, and database administrators that manage the network or operate facilities
6. Workers responsible for infrastructure construction and restoration, including contractors for construction and engineering of fiber optic cables, buried conduit, small cells, other wireless facilities, and other communications sector-related infrastructure. This includes construction of

new facilities and deployment of new technology required to address congestion or customer usage on remote services.

7. Installation, maintenance and repair technicians that establish, support or repair service as needed.
8. Central office personnel to maintain and operate central office, data centers, and other network office facilities, and critical support personnel assisting front line employees
9. Customer service and support staff, including managed and professional services as well as remote providers of support to transitioning employees to set up and maintain home offices, who interface with customers to manage or support service environments and security issues, including payroll, billing, fraud, logistics and troubleshooting
10. Workers providing electronic security, fire, monitoring, and life safety services, and who ensure physical security, cleanliness, and the safety of facilities and personnel, including those who provide temporary licensing waivers for security personnel to work in other States or Municipalities.
11. Dispatchers involved with service repair and restoration
12. Retail customer service personnel at critical service center locations for onboarding customers, distributing and repairing equipment and other supply chain personnel, to support individuals' remote emergency communications needs;
13. External Affairs personnel to assist in coordinating with local, state, and federal officials to address communications needs supporting COVID-19 response, public safety, and national security.
14. Workers responsible for ensuring that persons with disabilities have access to and the benefits of various communications platforms, including those involved in the provision of telecommunication relay services, closed captioning of broadcast television for the deaf, video relay services for deaf citizens who prefer communication via American Sign Language over text, and audio-description for television programming.

Essential Workforce - Information Technology, if remote working is not practical:

15. Workers who support command centers, including, but not limited to Network Operations Command Centers, Broadcast Operations Control Center and Security Operations Command Centers
16. Data center operators, including system administrators, HVAC & electrical engineers, security personnel, IT managers and purchasers, data transfer solutions engineers, software and hardware engineers, and database administrators
17. Workers who support client service centers, field engineers, and other workers supporting critical infrastructure, as well as manufacturers and supply chain vendors that provide hardware and software, support services, research and development, information technology equipment (to include microelectronics and semiconductors), and HVAC and electrical equipment for critical infrastructure and test labs and certification agencies that qualify such equipment for critical infrastructure.
18. Workers needed to pre-empt and respond to cyber incidents involving critical infrastructure,, and entities supporting the functioning of critical infrastructure sectors
19. Suppliers, designers, transporters and other workers supporting the manufacture, distribution, and construction of essential global, national and local infrastructure for computing services (including cloud computing services and teleworking capabilities), business infrastructure, financial transactions, web-based services, and critical manufacturing

20. Workers supporting communications systems, information technology, and work from home solutions
21. Employees required to support Software as a Service businesses that enable remote working, performance of business operations, distance learning, media services, and digital health offerings, or required for technical support crucial for business continuity and connectivity.

8. GOVERNMENT OPERATIONS AND OTHER COMMUNITY-BASED ESSENTIAL FUNCTIONS

Essential Workforce, if remote working is not practical.

1. Critical government workers, as defined by the employer and consistent with Continuity of Operations Plans and Continuity of Government plans.
2. County workers responsible for determining eligibility for safety net benefits
3. The Courts, consistent with guidance released by the California Chief Justice
4. Workers who support administration and delivery of unemployment insurance programs, income maintenance, employment service, disaster assistance, workers' compensation insurance and benefits programs, and pandemic assistance
5. Workers to ensure continuity of building functions, including but not limited to security and environmental controls, the manufacturing and distribution of the products required for these functions, and the permits and inspection for construction.
6. Elections personnel
7. Federal, State, and Local, Tribal, and Territorial employees who support Mission Essential Functions and communications networks
8. Trade Officials (FTA negotiators; international data flow administrators)
9. Weather forecasters
10. Workers that maintain digital systems infrastructure supporting other critical government operations
11. Workers who support necessary credentialing, vetting and licensing operations for critical sector workers and operations.
12. Workers who are critical to facilitating trade in support of the national, state, and local emergency response supply chain
13. Workers supporting public and private childcare establishments, pre-K establishments, K-12 schools, colleges, and universities for purposes of distance learning, provision of school meals, or care and supervision of minors to support essential workforce across all sectors
14. Staff at government offices who perform title search, notary, and recoding services in support of mortgage and real estate services and transactions;
15. Workers and instructors supporting academies and training facilities and courses for the purpose of graduating students and cadets that comprise the essential workforce for all identified critical sectors
16. Clergy for essential support and faith-based services that are provided through streaming or other technologies that support physical distancing and state public health guidelines.
17. Human services providers, especially for at risk populations, including home delivered meal providers for older adults, people with disabilities, and others with chronic health conditions; home-maker services for frail, homebound, older adults; personal assistance services providers to support activities of daily living for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services; home health providers who deliver health care services for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services.
18. Government entities, and contractors that work in support of local, state, and federal public health and medical mission sets, including but not limited to supporting access to healthcare and associated payment functions, conducting public health functions, providing medical care,

supporting emergency management, or other services necessary for supporting the COVID-19 response.

Relevant Sector Guidance:

- Schools and institutions of higher education
 - [Guidance for schools \(PDF\)](#)
 - [Directrices para las escuelas sobre el nuevo coronavirus o COVID-19 \(PDF\)](#)
 - [Guidance for colleges and universities](#)
 - [Directrices para las instituciones de educación superior sobre el nuevo coronavirus o COVID-19](#)
- [Guidance for K-12 Schools: Distance Learning, School Meals, Child Care and Student Supervision](#)
- [Guidance for Using Disinfectants at Schools and Child Cares](#)
 - [Recordatorios para el uso de desinfectantes en las escuelas y guarderías](#)
- [Community care facilities, including assisted living facilities and child care](#)

9. CRITICAL MANUFACTURING

Sector Profile

The Critical Manufacturing Sector identifies several industries to serve as the core of the sector: Primary Metals Manufacturing, Machinery Manufacturing, Electrical Equipment, Appliance, and Component Manufacturing, Transportation Equipment Manufacturing Products made by these manufacturing industries are essential to many other critical infrastructure sectors.

Essential Workforce, if remote working is not practical

1. Workers necessary for the manufacturing of metals, industrial minerals, semiconductors, materials and products needed for supply chains of the critical infrastructure sectors.
2. Workers necessary for the manufacturing of materials and products needed to manufacture medical equipment and personal protective equipment
3. Workers necessary for mining and production of critical minerals, materials and associated essential supply chains, and workers engaged in the manufacture and maintenance of equipment and other infrastructure necessary for mining production and distribution.
4. Workers who produce or manufacture parts or equipment that supports continued operations for any essential services and increase in remote workforce, including computing and communication devices, semiconductors, and equipment such as security tools for Security Operations Centers (SOCs) or data centers.
5. Workers manufacturing or providing parts and equipment that enable the maintenance and continued operation of essential businesses and facilities.

10. FINANCIAL SERVICES

Sector Profile

The Financial Services Sector includes thousands of depository institutions, providers of investment products, insurance companies, other credit and financing organizations, and the providers of the critical financial utilities and services that support these functions. Financial institutions vary widely in size and presence, ranging from some of the world's largest global companies with thousands of employees and many billions of dollars in assets, to community banks and credit unions with a small number of employees serving individual communities. Whether an individual savings account, financial derivatives, credit extended to a large organization, or investments made to a foreign country, these products allow customers to: Deposit funds and make payments to other parties; Provide credit and liquidity to customers; Invest funds for both long and short periods; Transfer financial risks between customers.

Essential Workforce, if remote working is not practical:

1. Workers who are needed to process and maintain systems for processing financial transactions and services, including payment, clearing, and settlement; wholesale funding; insurance services; and capital markets activities
2. Workers who are needed to maintain orderly market operations to ensure the continuity of financial transactions and services.
3. Workers who are needed to provide business, commercial, and consumer access to banking and non-bank financial and lending services, including ATMs, lending money transmission, and to move currency, checks, securities, and payments
4. Workers who support financial operations, such as those staffing call, data and security operations centers, managing physical security, or providing accounting services.
5. Workers supporting production and distribution of debit and credit cards.
6. Workers providing electronic point of sale support personnel for essential businesses and workers.

11. CHEMICAL & HAZARDOUS MATERIALS

Sector Profile

The Chemical Sector—composed of a complex, global supply chain—converts various raw materials into diverse products that are essential to modern life. Based on the product produced, the sector can be divided into five main segments, each of which has distinct characteristics, growth dynamics, markets, new developments, and issues: Basic chemicals; Specialty chemicals; Agricultural chemicals; Pharmaceuticals; Consumer products.

Essential Workforce, if remote working is not practical:

1. Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, workers in laboratories, workers at distribution facilities, workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, textiles, building materials, plumbing, electrical and paper products.
2. Workers supporting the safe transportation of chemicals, including those supporting tank truck cleaning facilities and workers who manufacture packaging items
3. Workers supporting the production of protective cleaning and medical solutions, personal protective equipment, disinfectants, and packaging that prevents the contamination of food, water, medicine, among others essential products
4. Workers supporting the operation and maintenance of facilities (particularly those with high risk chemicals and/ or sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections
5. Workers who support the production and transportation of chlorine and alkali manufacturing, single-use plastics, and packaging that prevents the contamination or supports the continued manufacture of food, water, medicine, and other essential products, including glass container manufacturing
6. Workers at nuclear facilities, workers managing medical waste, workers managing waste from pharmaceuticals and medical material production, and workers at laboratories processing test kits
7. Workers who support hazardous materials response and cleanup
8. Workers who maintain digital systems infrastructure supporting hazardous materials management operations
9. Workers who support the removal, storage, and disposal of residential and commercial solid waste and hazardous waste, including landfill and recycling operations.

12. DEFENSE INDUSTRIAL BASE

Sector Profile

The Defense Industrial Base Sector is the worldwide industrial complex that enables research and development, as well as design, production, delivery, and maintenance of military weapons systems, subsystems, and components or parts, to meet U.S. military requirements. The Defense Industrial Base partnership consists of Department of Defense components, Defense Industrial Base companies and their subcontractors who perform under contract to the Department of Defense, companies providing incidental materials and services to the Department of Defense, and government-owned/contractor-operated and government-owned/government-operated facilities. Defense Industrial Base companies include domestic and foreign entities, with production assets located in many countries. The sector provides products and services that are essential to mobilize, deploy, and sustain military operations.

Essential Workforce, if remote working is not practical:

1. Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military, including, but are not limited to, space and aerospace workers, nuclear matters workers, mechanical and software engineers (various disciplines), manufacturing and production workers, IT support, security staff, security personnel, intelligence support, aircraft and weapon system mechanics and maintainers, and sanitary workers who maintain the hygienic viability of necessary facilities.
2. Personnel working for companies, and their subcontractors, who perform under contract or sub-contract to the Department of Defense (DoD) and the Department of Energy (DoE) (on nuclear matters), as well as personnel at government-owned/contractor operated facilities, and who provide materials and services to the DoD and DoE (on nuclear matters), including support for weapon systems, software systems and cybersecurity, defense and intelligence communications, surveillance, sale of U.S. defense articles and services for export to foreign allies and partners (as authorized by the U.S. government), and space systems and other activities in support of our military, intelligence, and space forces.

13. INDUSTRIAL, COMMERCIAL, RESIDENTIAL, and SHELTERING FACILITIES AND SERVICES

Essential Workforce, if remote working is not practical:

1. Construction Workers who support the construction, operation, inspection, and maintenance of construction sites and construction projects (including housing, commercial, and mixed-use construction); and workers who support the supply chain of building materials from production through application/installation, including cabinetry, fixtures, doors, cement, hardware, plumbing, electrical, heating/cooling, refrigeration, appliances, paint/coatings, and employees who provide services that enable repair materials and equipment for essential functions.
2. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, construction material sources, and essential operation of construction sites and construction projects (including those that support such projects to ensure the availability of needed facilities, transportation, energy and communications; and support to ensure the effective removal, storage, recycling and disposal of solid waste and hazardous waste)
3. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, businesses, and buildings such as hospitals and senior living facilities, including any facility supporting COVID-19 response.
4. Workers who support the supply chain of building materials from production through application and installation, including cabinetry, fixtures, doors, cement, hardware, plumbing (including parts and services), electrical, heating and cooling, refrigeration, appliances, paint and coatings, and workers who provide services that enable repair materials and equipment for essential functions.
5. Workers in hardware and building materials stores, consumer electronics, technology and appliances retail, and related merchant retailers, wholesalers and distributors that support essential workforce functions where sales and operations cannot be conducted online
6. Warehouse operators, including vendors and support personnel critical for business continuity (including heating, ventilation, and air conditioning (HVAC) and electrical engineers, security personnel, and janitorial staff), e-commerce or online commerce, and customer service for essential functions.
7. Workers supporting the operations of commercial buildings that are critical to safety, security, and the continuance of essential activities, such as on-site property managers, building engineers, security staff, fire safety directors, janitorial personnel, and service technicians (e.g., mechanical, HVAC, plumbers, electricians, and elevator).
8. Workers supporting ecommerce through distribution, warehouse, call center facilities, and other essential operational support functions, that accept, store, and process goods, and that facilitate their transportation and delivery
9. Workers distributing, servicing, repairing, installing residential and commercial HVAC systems, boilers, furnaces and other heating, cooling, refrigeration, and ventilation equipment.
10. Workers managing or servicing hotels or other commercial and residential buildings that are used for COVID-19 mitigation and containment measures, treatment measures, provide accommodation for essential workers, or providing housing solutions, including measures to protect homeless populations.

11. Workers responsible for the leasing of residential and commercial properties to provide individuals and families with ready access to available housing.
12. Residential and commercial real estate workers, limited to scheduled property viewings to a potential buying party. This does not extend to open-house viewings, nor viewings with more than one buying party at a time.
13. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities and critical sector services
14. Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency “at-home” situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.
15. Workers supporting the entertainment industries, studios, and other related establishments, provided they follow covid-19 public health guidance around physical distancing.
16. Workers that provide or determine eligibility for food, shelter, in-home supportive services, child welfare, adult protective services and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including family members)
17. Workers performing services in support of the elderly and disabled populations who coordinate a variety of services, including health care appointments and activities of daily living.
18. Workers who provide support to vulnerable populations to ensure their health and well-being including family care providers.
19. Workers providing dependent care services, particularly those whose services ensure essential workers can continue to work.
20. Workers who support food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals, such as those residing in shelters.
21. Workers in laundromats, laundry services, and dry cleaners.
22. Workers providing disinfection services, for all essential facilities in essential sectors
23. Workers necessary for the installation, maintenance, distribution, and manufacturing of water and space heating equipment and its components.
24. Support required for continuity of services, including commercial disinfectant services, janitorial/cleaning personnel, and support personnel functions that need freedom of movement to access facilities in support of front-line employees.

Relevant Sector Guidance:

- [Cleaning & Waste Management for Residences 2/2020](#)
- [Essential/Emergency Personnel Providing Critical In-Home Services](#)
- [Home cleaning with COVID-19 positive individuals](#)
- [Recommended Strategic Approaches for COVID-19 Response for Individuals Experiencing Homelessness](#)
- [Flow Chart: COVID-19 Recommended Protocol for People Experiencing Homelessness](#)
- [Homeless Assistance Providers](#)
- [Immigrant Communities](#)
 - [Las Comunidades de Inmigrantes](#)
- [Pets & People](#)

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-37-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating stringent public health emergency orders as well as guidance from federal, state, and local public health officials; and

WHEREAS on March 16, 2020, I issued Executive Order N-28-20, suspending state law limitations on local jurisdictions that impose restrictions on evictions; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, ordering all residents to immediately heed the Order of the State Public Health Officer for all residents, unless exempted, to stay home or at their place of residence; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rent, and leaving them vulnerable to eviction; and

WHEREAS minimizing evictions during this period is critical to reducing the spread of COVID-19 in vulnerable populations by allowing all residents to stay home or at their place of residence in compliance with Executive Order N-33-20; and

WHEREAS Chief Justice Tani Cantil-Sakauye issued advisory guidance on March 20, 2020 for superior courts to suspend most civil trials and hearings for at least 60 days, and on March 23, 2020, suspended all jury trials for a period of 60 days, and extended by 60 days the time period for the holding of a civil trial; and

WHEREAS on March 25, 2020 the Department of Business Oversight secured support from national banks, state banks and credit unions for temporary delays in mortgage payments and foreclosure sales and evictions for homeowners who have economic impacts from COVID-19 with the objective of maximizing consistency and minimizing hurdles potentially faced by borrowers.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The deadline specified in Code of Civil Procedure section 1167 shall be extended for a period of 60 days for any tenant who is served, while

this Order is in effect, with a complaint that seeks to evict the tenant from a residence or dwelling unit for nonpayment of rent and who satisfies all of the following requirements:

- a. Prior to the date of this Order, the tenant paid rent due to the landlord pursuant to an agreement.
 - b. The tenant notifies the landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 7 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19, including but not limited to the following:
 - (i) The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
 - (ii) The tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or
 - (iii) The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.
 - c. The tenant retains verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from an employer or supervisor explaining the tenant's changed financial circumstances, to support the tenant's assertion of an inability to pay. This documentation may be provided to the landlord no later than the time upon payment of back-due rent.
- 2) No writ may be enforced while this Order is in effect to evict a tenant from a residence or dwelling unit for nonpayment of rent who satisfies the requirements of subparagraphs (a)-(c) of paragraph 1.
- 3) The protections in paragraphs 1 and 2 shall be in effect through May 31, 2020.

Nothing in this Order shall prevent a tenant who is able to pay all or some of the rent due from paying that rent in a timely manner or relieve a tenant of liability for unpaid rent.

Nothing in this Order shall in any way restrict state or local governmental authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential property.

IT IS FURTHER ORDERED that this Order supersedes Executive Order N-28-20 to the extent that there is any conflict with that Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 27th day of March 2020.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-39-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, COVID-19 continues to spread at a rapid rate, threatening to overwhelm California's healthcare delivery system; and

WHEREAS California is preparing for a surge in the number of people who will need hospital care during the COVID-19 outbreak by increasing the number of hospital beds and post-acute care facilities that can treat and serve patients; and

WHEREAS this anticipated increase in the use of the healthcare system will require an increase in the health care workforce such as nurses, doctors, medical assistants, and emergency medical technicians; and

WHEREAS maximizing the number of qualified and capable medical and healthcare workers in service in California is imperative to ensure that Californians impacted by COVID-19 can access medical treatment; and

WHEREAS, the anticipated surge requires temporary adjustment of California's staffing and health and safety standards for health providers and health facilities, which are among the strongest in the nation, as numerous professionals are unable to satisfy professional licensing requirements in light of the COVID-19 pandemic that then subsequently prevent them from providing necessary medical and healthcare assistance to the public; and

WHEREAS, our most vulnerable residents who rely on state and local government for social services need additional support during this time; and

WHEREAS the Department of Developmental Services operates Stabilization, Training, Assistance and Reintegration (STAR) community crisis homes to treat individuals with developmental disabilities in acute crisis and additional STAR homes are required to provide treatment to such individuals and to protect the public health during the COVID-19 crisis; and

WHEREAS federal guidance permits monthly caseworker visits with children under court jurisdiction to be accomplished through videoconferencing in limited circumstances, such as a declaration of an emergency that prohibits or strongly discourages face-to-face contact for public health reasons; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To assist in the care and/or to protect the health of individuals in hospitals and other health facilities, and due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the licensing and staffing requirements of chapters 2 and 2.4 of division 2 of the Health and Safety Code and any accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. To the extent the facility maintains a disaster and mass casualty plan, the facility granted a waiver shall be established and operate in accordance with that plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 2) To facilitate the continued provision of care due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing and certification requirements and amend scopes of practice of chapters 2, 2.35, and 8 of division 2 of the Health and Safety Code and any accompanying regulations with respect to certified nursing assistants, home health aides, and nursing home administrators, and chapter 3, division 2 of the Business and Professions Code and accompanying regulations with respect to certified hemodialysis technicians. The Department shall provide guidance to facilities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 3) The certification and permitting requirements of the Radiologic Technology Act (as identified in Health and Safety Code section 27) are, only for the duration of the declared emergency, suspended for all persons:
 - (i) whose certificate or permit issued pursuant to the Radiological Technology Act is expired, regardless of expiration date, or has been canceled; or
 - (ii) who hold Radiography certification issued by the American Registry of Radiologic Technologists or are an American Registry of Radiologic Technologists Registered Radiologist Assistant; or
 - (iii) who are credentialed as Radiology Practitioner Assistants by the Certification Board for Radiology Practitioner Assistants; or

- (iv) who are certified, permitted or otherwise authorized to perform radiologic technology by passing a State-required examination by a state other than the State of California; and
- (v) who are working under the supervision of a person licensed under the Medical Practice Act, except that the requirement to be under supervision shall not apply to a licentiate of the healing arts, as defined in the Radiological Technology Act; and
- (vi) who are deemed by a health facility as necessary workforce for purposes of this Order.

The specific certification requirements of Health and Safety Code section 107110 are suspended for any person who is licensed under the Medical Practice Act (Business and Professions Code sections 2000, et seq.). Except for persons licensed under the Medical Practice Act, this suspension of certification and permitting requirements shall not apply to persons who have never been either certified or permitted by the Department of Public Health, or certified, permitted, or otherwise authorized by the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state. This suspension of certification and permitting requirements shall also not apply to persons whose certificate, permit, or other authorization has been revoked or suspended for cause by the Department of Public Health, the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state.

- 4) To ensure hospitals are adequately prepared and staffed to treat COVID-19 patients, the Director of the State Department of Public Health may temporarily waive licensing requirements in Health and Safety Code section 1277 and sections 70203(a)(2), 70701(a)(1)(E), 70703(b), and 70705(a) of Chapter 1, Article 3, of Title 22, that pertain to the credentialing and privileging of physicians. Any waiver shall include alternate measures that, under the circumstances, ensure the competency of physicians providing medical services at the hospital.
- 5) To facilitate the continued provision of care to individuals affected by the COVID-19 outbreak, the Director of the Department of Consumer Affairs may to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing requirements and amend scopes of practice in Division 2 of the Business and Professions Code, and any accompanying regulations. Professional licensing requirements should be interpreted broadly to effectuate the purposes of this executive order, and they include, but are not limited to, the examination, education, experience, and training requirements necessary to obtain and maintain licensure, and requirements governing the practice and permissible activities for licensees. The Department, in conjunction with the relevant licensing board, shall provide guidance identifying the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver may include alternative measures that, under the circumstances, will allow the regulated individual to treat patients while protecting public health

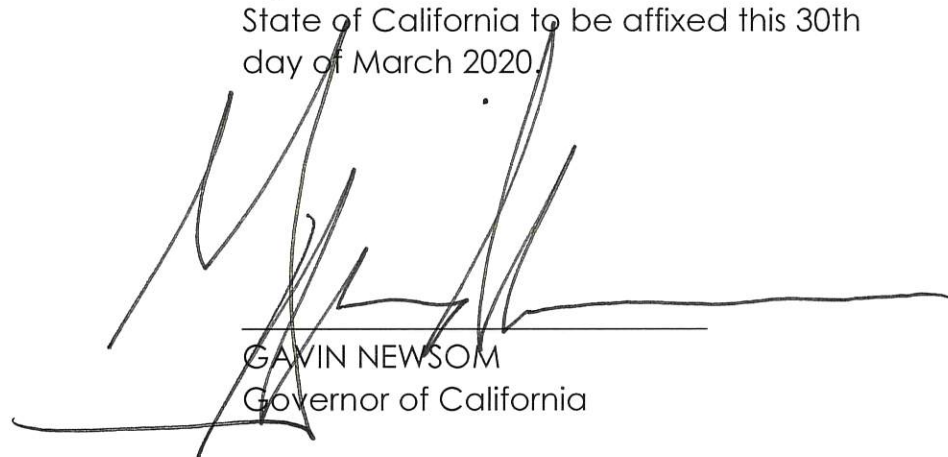
and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

- 6) To ensure the continued operation of the Emergency Medical Services (EMS) system without unduly endangering the people of California during the COVID-19 outbreak, the Director of the California Emergency Medical Services Authority may as necessary and only for the duration of the declared emergency, suspend any licensing, certification, or training requirements for EMS personnel as contained in the EMS Act Chapters 2, 3, and 4, and accompanying regulations, including the authority to permit EMS personnel to provide services in any setting as authorized by the Director for the performance of the current scope of practice. The Authority shall provide guidance to local emergency medical services authorities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waivers granted pursuant to this paragraph shall be posted on the Authority's website.
- 7) Notwithstanding the Government Code section 14669, or any other law, the Director of the Department of Developmental Services has the authority to enter into a lease, lease-purchase, lease with option to purchase any real or personal property or any other agreement to procure residences or facilities and necessary equipment, goods or services to serve those individuals with development disabilities in crisis, to respond to, mitigate the effects or prevent the spread of COVID-19 to individuals with developmental disabilities or the general community. The leases or agreements may be executed without the review or prior approval of any other state department or agency. The leases or agreements executed pursuant to this provision shall be in effect so long as necessary to address the COVID-19 crisis or its effects.
- 8) The Department of Social Services may, to the extent the Department deems necessary to respond to the COVID-19 crisis, allow any state monthly face-to-face caseworker visitation requirement, standard, or criteria set forth in the Welfare and Institutions Code sections 16501.1, subdivision (l), 16516.5, and 16516.6, as well as accompanying regulations or other written directives, policies or procedures, to be accomplished through videoconferencing, instead of in-person contact. This flexibility shall only be utilized by caseworkers in keeping with guidance from the Department and after a child-specific decision based on the training and experience of the social worker, considering all available information, that an in-person visit is not necessary to ensure the child's safety and well-being. Any flexibility granted pursuant to this paragraph shall not waive or conflict with applicable federal requirements in United States Code, Title 42, sections 622, subdivision (b)(17) and 624, subdivision (f), as modified for emergency waivers in guidance issued March 18, 2020, in the Child Welfare Policy Manual Title IV-B, section 7.3, question 8 and shall expire at the end of the emergency declaration, in 90 days, or sooner as determined by the Department. Any flexibility granted pursuant to this paragraph shall be posted to the Department's website.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 30th day of March 2020.

A large, stylized handwritten signature in dark ink, likely belonging to Gavin Newsom, is written over a horizontal line. The signature is composed of several sharp, sweeping strokes.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-42-20

WHEREAS on March 4, 2020, I proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS it is the established policy of the State under Water Code section 106.3 that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes; and

WHEREAS to limit the spread of COVID-19 it is crucial that Californians wash their hands regularly and thoroughly; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of work hours or wages, or layoffs related to COVID-19, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS many small businesses that provide services essential to the health and well-being of Californians have experienced substantial reductions in income, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS the California Public Utilities Commission has directed private water utilities under its jurisdiction to implement customer service protections, including a moratorium on service disconnections, during the COVID-19 emergency; and

WHEREAS more than 100 public and private water systems have voluntarily agreed to halt disconnections as well; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with the various statutes and regulations concerning water shutoffs specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and the statutes of the State of California, and in particular, Government Code sections 8567, 8570, 8571, and 8627, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The authority of urban and community water systems, as defined in Health and Safety Code section 116902, subdivision (d), to discontinue residential service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment under Health and Safety Code sections 116908 and 116910, is suspended.
- 2) Water systems not subject to the requirements of Health and Safety Code sections 116908 and 116910 shall not discontinue residential

service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment.

- 3) Water systems shall restore any residential service to occupied residences that has been discontinued for nonpayment since March 4, 2020.
- 4) Water systems shall not discontinue service to any business in the critical infrastructure sectors designated by the State Public Health Officer as critical to protect the health and well-being of all Californians that qualifies as a small business under 13 C.F.R. § 121.201 of the Small Business Administration's regulations.
- 5) The State Water Resources Control Board shall identify best practices, guidelines, or both to be implemented during the COVID-19 emergency (i) to address non-payment or reduced payments, (ii) to promote and to ensure continuity of service by water systems and wastewater systems, and (iii) to provide measures such as the sharing of supplies, equipment and staffing to relieve water systems under financial distress.

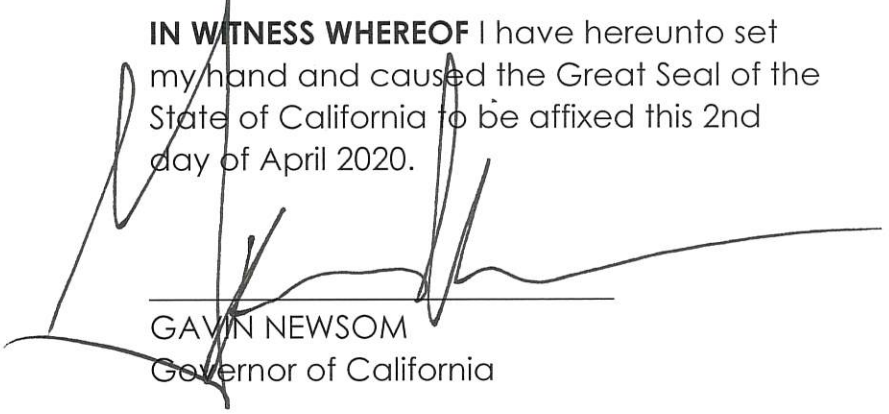
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

Nothing in this Order modifies the obligations of urban and community waters systems to comply with provisions of the Water Shutoff Protection Act not specifically addressed by this Order or other applicable laws, regulations, and guidelines.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 2nd day of April 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

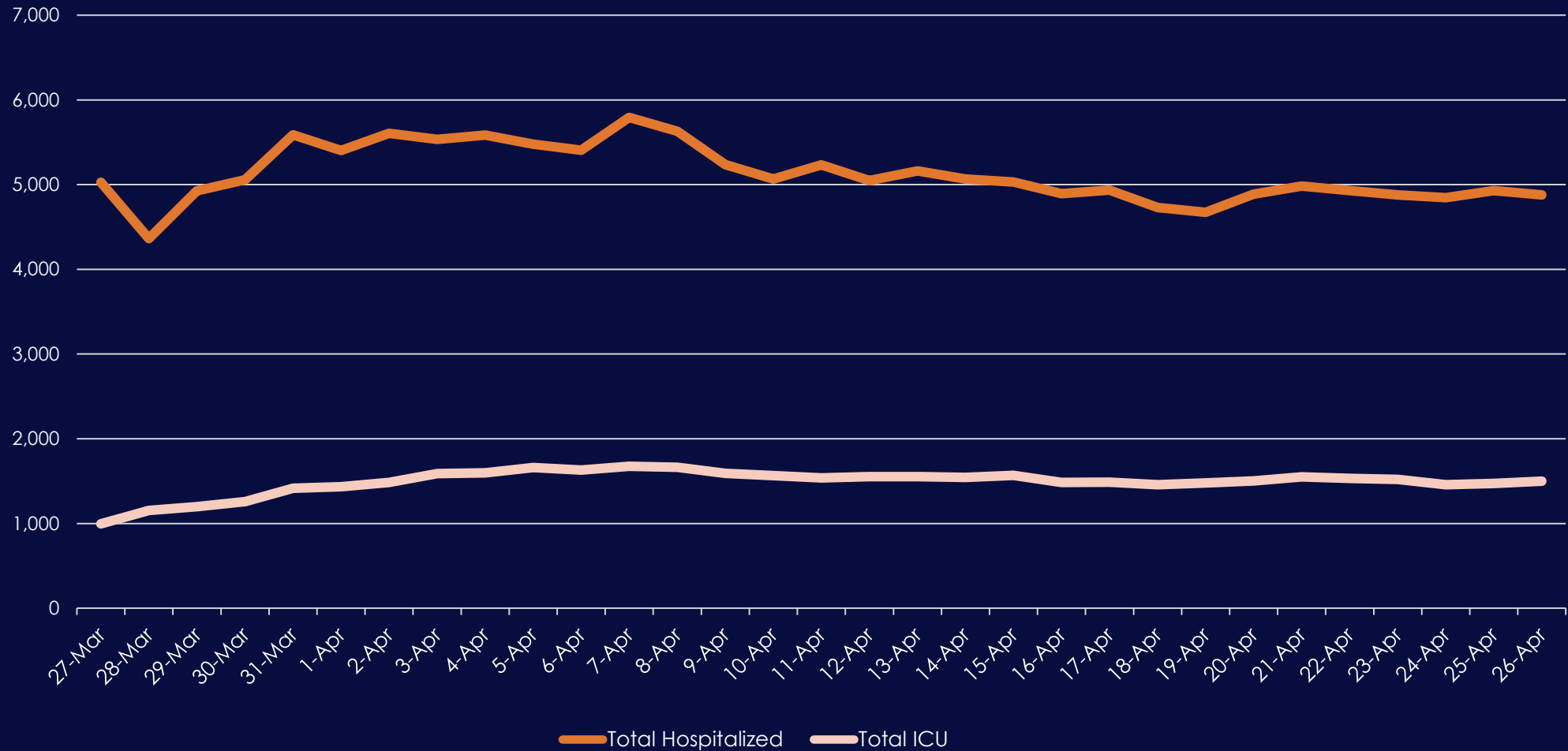


Update on California's Pandemic Roadmap

6 Indicators for Modifying Stay-at-Home Order

- Ability to test, contact trace, isolate, and support the exposed
- Ability to protect those at high risk for COVID-19
- Surge capacity for hospital and health systems
- Therapeutic development to meet the demand
- Ability of businesses, schools, and childcare facilities to support physical distancing
- Determination of when to reinstitute measures like Stay-At-Home

California Hospitalization Trend Lines



Total includes both COVID-19 confirmed positive hospitalizations as well as COVID-19 suspect hospitalizations.

The Basics



COVID-19 is not going away soon.



Modifications to Stay-At-Home Order must be guided by health risk and a commitment to equity.



Taking responsibility is key at all levels – individual, business, and government.

Resilience Roadmap Stages

STAGE 1: Safety and Preparedness

Making essential workforce environment as safe as possible.

STAGE 2: Lower Risk Workplaces

Creating opportunities for lower risk sectors to adapt and re-open.

Modified school programs and childcare re-open.

STAGE 3: Higher Risk Workplaces

Creating opportunities for higher risk sectors to adapt and re-open.

STAGE 4: End of Stay-At-Home Order

Return to expanded workforce in highest risk workplaces.

Requires
Therapeutics.

Stage 1: Safety and Preparedness

This is where we are now.

- **Continue to build out testing, contact tracing, PPE, and hospital surge capacity.**
- **Continue to make essential workplaces as safe as possible.**
 - Physical and work flow adaption
 - Essential workforce safety net
 - Make PPE more widely available
 - Individual behavior changes
- **Prepare sector-by-sector safety guidelines for expanded workforce.**

Stage 2: Lower Risk Workplaces

Gradually opening some lower risk workplaces with ADAPTATIONS:

- Retail (e.g. curbside pickup)
- Manufacturing
- Offices (when telework not possible)
- Opening more public spaces

Expanded Workforce Safety Net:

- Wage replacement so workers can stay home when sick

Stage 2: Lower Risk Workplaces

Schools and Childcare Facilities with Adaptations:

- Summer programs and next school year potentially starting sooner (July/August)
- Childcare facilities to provide more care
- Address learning gaps
- Ensure students and staff are protected
- Allow broader workforce to return to work

Actions needed to get from Stage 1 to Stage 2



Government Actions

- Policies that allow people to stay home when they're sick
- Guidance provided on how to reduce risk



Business Actions

- Wage replacement so workers can stay home when sick
- Implement adaptations to lower-risk workplaces NOW
- Employees continue to work from home when possible



Individual Actions

- Safety precautions – physical distancing, face coverings, etc.
- Avoid all non-essential travel
- Support and care for people who are at high risk

When are we ready for Stage 2?

Key indicator considerations to move to Stage 2:

- Hospitalization and ICU trends stable.
- Hospital surge capacity to meet demand.
- Sufficient PPE supply to meet demand.
- Sufficient testing capacity to meet demand.
- Contact tracing capacity statewide.

Transition to Stage 2 will occur through a statewide modification to the Stay-At-Home Order.

Opportunity for Regional Variations

During Stage 2, counties may choose to relax stricter local orders at their own pace.

Following Stage 2, once a statewide COVID-19 surveillance system is made possible through testing, further regional variations could be supported.

State will consult and collaborate closely with local governments.

Stage 3: Higher Risk Workplaces

Open higher risk environments with adaptations and limits on size of gatherings:

- Personal care (hair and nail salons, gyms)
- Entertainment venues (movie theaters, sports without live audiences)
- In-person religious services (churches, weddings)

Stage 4: End of Stay-At-Home Order

Re-open highest risk workplaces with all indicators satisfied once therapeutics have been developed:

- Concerts
- Convention Centers
- Live audience sports

Be Part of the Solution

Stay Home. Practice Physical Distancing.

We are enlisting all Californians to help inform the development of guidance for sectors across our economy.

This guidance will provide a framework for how to safely re-open.

CALIFORNIA
ALL

**Your Actions
Save Lives**

covid19.ca.gov

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-60-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, which directed all California residents to immediately heed current State public health directives; and

WHEREAS State public health directives, available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/>, have ordered all California residents stay home except for essential needs, as defined in State public health directives; and

WHEREAS COVID-19 continues to menace public health throughout California; and

WHEREAS the extent to which COVID-19 menaces public health throughout California is expected to continue to evolve, and may vary from place to place within the State; and

WHEREAS California law promotes the preservation of public health by providing for local health officers—appointed by county boards of supervisors and other local authorities—in addition to providing for statewide authority by a State Public Health Officer; and

WHEREAS these local health officers, working in consultation with county boards of supervisors and other local authorities, are well positioned to understand the local needs of their communities; and

WHEREAS local governments are encouraged to coordinate with federally recognized California tribes located within or immediately adjacent to the external geographical boundaries of such local government jurisdiction; and

WHEREAS the global COVID-19 pandemic threatens the entire State, and coordination between state and local public health officials is therefore, and will continue to be, necessary to curb the spread of COVID-19 throughout the State; and

WHEREAS State public health officials have worked, and will continue to work, in consultation with their federal, state, and tribal government partners; and

WHEREAS the State Public Health Officer has articulated a four-stage framework—which includes provisions for the reopening of lower-risk businesses and spaces (“Stage Two”), to be followed by the reopening of higher-risk businesses and spaces (“Stage Three”)—to allow Californians to gradually resume various activities while continuing to preserve public health in the face of COVID-19; and

WHEREAS the threat posed by COVID-19 is dynamic and ever-changing, and the State's response to COVID-19 (including implementation of the four-stage framework) should likewise retain the ability to be dynamic and flexible; and

WHEREAS to preserve this flexibility, and under the provisions of Government Code section 8571, I find that strict compliance with the Administrative Procedure Act, Government Code section 11340 et seq., would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, 8627, and 8665; and also in accordance with the authority vested in the State Public Health Officer by the laws of the State of California, including but not limited to Health and Safety Code sections 120125, 120130, 120135, 120140, 120145, 120150, 120175, and 131080; do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) All residents are directed to continue to obey State public health directives, as made available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/> and elsewhere as the State Public Health Officer may provide.
- 2) As the State moves to allow reopening of lower-risk businesses and spaces ("Stage Two"), and then to allow reopening of higher-risk businesses and spaces ("Stage Three"), the State Public Health Officer is directed to establish criteria and procedures—as set forth in this Paragraph 2—to determine whether and how particular local jurisdictions may implement public health measures that depart from the statewide directives of the State Public Health Officer.

In particular, the State Public Health Officer is directed to establish criteria to determine whether and how, in light of the extent to which the public health is menaced by COVID-19 from place to place within the State, local health officers may (during the relevant stages of reopening) issue directives to establish and implement public health measures less restrictive than any public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

The State Public Health Officer is further directed to establish procedures through which local health officers may (during the relevant stages of reopening) certify that, if their respective jurisdictions are subject to proposed public health measures (which they shall specify to the extent such specification may be required by the State Public Health Officer) that are less restrictive than public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer, the public health will not be menaced. The State Public Health Officer shall additionally establish procedures to permit, in a manner consistent with public health and

safety, local health officers who submit such certifications to establish and implement such less restrictive public health measures within their respective jurisdictions.

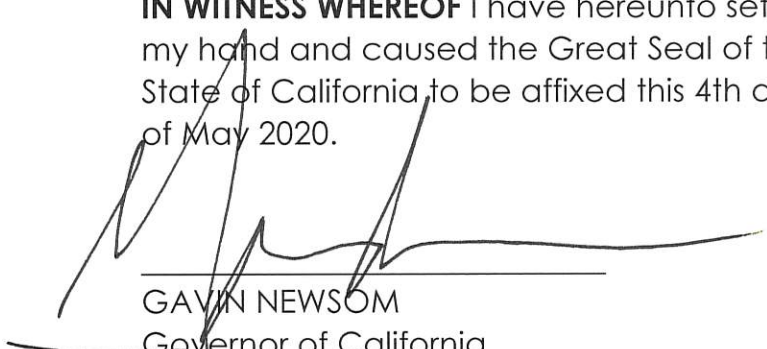
The State Public Health Officer may, from time to time and as she deems necessary to respond to the dynamic threat posed by COVID-19, revise the criteria and procedures set forth in this Paragraph 2. Nothing related to the establishment or implementation of such criteria or procedures, or any other aspect of this Order, shall be subject to the Administrative Procedure Act, Government Code section 11340 et seq. Nothing in this Paragraph 2 shall limit the authority of the State Public Health Officer to take any action she deems necessary to protect public health in the face of the threat posed by COVID-19, including (but not limited to) any necessary revision to the four-stage framework previously articulated by the State Public Health Officer.

- 3) Nothing in this Order shall be construed to limit the existing authority of local health officers to establish and implement public health measures within their respective jurisdictions that are more restrictive than, or that otherwise exist in addition to, the public health measures imposed on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of May 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**EXTENSION OF EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19)
TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER
RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES,
GYMS, HEALTH CLUBS, THEATERS, CHURCHES, AND OTHER SOCIAL GATHERINGS**

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, the severity of the local health emergency appears to be increasing each day, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world; and

WHEREAS, on March 16, 2020, the California Department of Public Health ("CDPH") and State Emergency officials issued guidance to local communities regarding public safety measures that should be taken with respect to (1) retail food, beverage, and related service venues, (2) entertainment venues; and (3) gyms, health clubs, theaters, and other social gatherings, in order to prevent the transmission of COVID-19;

WHEREAS, on March 19, 2020, the County Public Health Officer issued an Emergency Order For The Prevention Of Novel Coronavirus (COVID-19) Transmission In Or About Restaurants, Bars, Food Trucks, Grocery Stores, And Other Retail Food And Beverage Service Venues, Entertainment And Recreational Venues, Gyms, Health Clubs, Theaters, Churches, And Other Social Gatherings ("ORDER"), which is set to expire on April 19, 2020;

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all California residents immediately to heed current State public health directives to stay home (shelter-in-place), except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect the health and well-being of all Californians; and

WHEREAS, due to the continued transmission of COVID-19 throughout Tulare County, it is the opinion of the County Public Health Officer that it is necessary to continue to enforce the aforementioned orders to combat further transmission of the disease to Tulare County residents.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the County Public Health Officer extends the ORDER previously issued on March 19, 2020, until such a time that it is terminated or modified by the County Public Health Officer in writing.

IT IS SO ORDERED.

Time: 5:10 p.m.
Date: April 8, 2020

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By Jennifer M. Flores Digitally signed by Jennifer M. Flores
Date: 2020.04.09 09:46:16 -0700
Chief Deputy
Matter No. 2020217

Attachments: March 19, 2020 Order of the County Public Health Officer

JMF/4/7/2020/2020217/1450463_2.docx

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**AMENDED EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19)
TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER
RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES,
GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR
RECREATIONAL ACTIVITIES**

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, the severity of the local health emergency appears to be increasing each day, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world; and

WHEREAS, the California Department of Public Health ("CDPH") and State Emergency officials have issued ongoing guidance to local communities regarding public safety measures that should be taken with respect to (1) retail food, beverage, and related service venues, (2) entertainment venues, and (3) gyms, health clubs, theaters, other social gatherings, and outdoor recreational activities, in order to prevent the transmission of COVID-19; and

WHEREAS, said guidance is designed to protect individuals attending and working at these venues and prevent the spread of COVID-19 in our communities; and

WHEREAS, under said guidance, available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/ncov2019.aspx> and <https://covid19.ca.gov/stay-home-except-for-essential-needs/> the following actions have been recommended:

- **Bars, wineries, breweries and pubs** should be closed, except for venues that are currently authorized to provide off sale beer and wine to be consumed off premises be allowed; bars, breweries, pubs, and wineries that include meals provided by a full kitchen should follow the restaurant guidance below if they provide delivery or pick-up options;
- **Restaurants** should be closed for in-restaurant seated dining and should be open only to drive-through or other pick-up/delivery options;
- **Food trucks** should increase the frequency of cleaning of menus, cash registers, receipt trays, condiment holders, writing instruments and other non-food contact surfaces frequently touched by patrons and employees, ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together, etc., but limiting the number of

people in lines;

- **Grocery stores and charitable food distribution sites** should remain fully open and operational, but ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc., and limiting the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, and increase cleaning and sanitizing frequency of restroom and other high contact areas; and stores that have online ordering with outside pick-up or delivery options should encourage use of these when possible in lieu of indoor shopping;
- **Certified Farmers' Markets** should space booths accordingly to increase social distancing among patrons in line and walking about the market; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with soap and water for at least 20 seconds; offer additional hand washing or sanitizing stations throughout the venue; encourage activities such as pre-bagging to expedite purchasing; suspend sampling activities; increase frequency of cleaning of tables, payment devices, and other surfaces; eliminate non-essential/non-related services, such as bands or other entertainment; and at the end of the market, continue to utilize local food recovery systems to feed/donate extra products to populations in need;
- **All retail food and beverage service venues** should remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds;
- **Gambling venues** should eliminate, delay, or reduce conventions/tournaments that increase customer flow above 250 persons in a single room/space; increase frequency of cleaning of chips, shuffling machines, and other objects utilized in games; increase frequency of cleaning and/or disposal of playing cards; eliminate non-essential/non-related services, such as massages or other ancillary services co-housed in gambling venues that could increase customer flow above 250 persons in a single room/space; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together etc.; limit the number of people in lines; separate spaces on the gaming floor into smaller components; increase frequency of cleaning and sanitizing per CDC Environmental Cleaning and Disinfection guidance of all hard surfaces, including terminals and felt and vinyl surfaces of card tables and chairs; increase cleaning and sanitizing frequency of restroom and other high contact areas; eliminate events/marketing that target individuals that the CDPH has identified higher risk of serious illness for COVID-19 ; provide additional opportunities throughout the venue for persons to reduce the spread of the virus through hand washing or sanitizing stations;
- **Theme Parks and Attractions** should ensure that social distancing of six feet per between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together etc.; limit attendance as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with soap and water for at least 20 seconds; increase spacing of show times to allow for more thorough cleaning of single room or space and social distancing during show times; provide additional opportunities throughout the venue for persons to reduce the spread of the virus through hand washing or sanitizing stations; eliminate events/marketing that target individuals that the CDPH has

identified as higher risk of serious illness for COVID-19; extend hours to allow for staggering of attendance; and add distance to locations individuals sit or stand around tables;

- **Gyms, health clubs, and theaters** should be closed;
- **All gatherings** (defined as any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space) should be postponed or cancelled, except for those defined as “essential,” meaning that they cannot be postponed or achieved without gathering, and that some other means of communication could not be used to conduct the essential function.
- **Face coverings**, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, should be worn by all persons over the age of two years at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household. All persons, including Essential Workers are discouraged from using Personal Protective Equipment (PPE), such as N95 masks, for non-medical reasons, because supply must be available to healthcare workers.

WHEREAS, the increasing threat posed by COVID-19 in Tulare County makes it advisable that the actions recommended in said guidance become mandatory in the incorporated and unincorporated areas of County of Tulare at least for the time being.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. Definitions:

- a) Restaurant: Any establishment that sells food for consumption on-premises.
- b) Food Court: Any establishment that sells food for consumption on-premises in a shared setting with other establishments.
- c) Bar and tavern: Any establishment with the following types of California Alcoholic Beverage Control licenses:
 - 1) 40 - On Sale Beer (Bar, Tavern)
 - 2) 42 - On Sale Beer & Wine - Public Premises (Bar, Tavern)
 - 3) 48 - On Sale General - Public Premises (Bar, Night Club)
 - 4) 51 - Club
 - 5) 57 - Special On Sale General
 - 6) 60 - On Sale Beer - Seasonal
 - 7) 61 - On Sale Beer - Public Premises
- d) Food truck: Any “mobile food facility” within the meaning of the California Retail Food Code.
- e) Certified Farmers’ Market: A location that is certified by the State of California through the enforcement officers of the county agricultural commissioners and operated pursuant to Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and regulations adopted pursuant to that chapter.
- f) Grocery Store: Any store primarily engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, and fresh meats, fish, and poultry and any area that is not separately owned within the store where food is prepared and served, including a bakery, deli, and meat and

seafood counter. "Grocery store" includes convenience stores.

- g) Charitable Food Distribution Site: A "food bank" or "limited service charitable feeding operation" within the meaning of the California Retail Food Code.
 - h) Gambling venue: Any cardroom, casino, or similar site where the primary goal of those assembled is the wagering of money or other things of value on events with uncertain outcomes, with the primary intent of winning money or material goods, and over which the Tulare County Public Health Officer has jurisdiction.
 - i) Entertainment and recreational venue: Any site where the primary goal of those assembled is to promote amusement, enjoyment, pleasure, recreation, diversion, relaxation, and other similar uses, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like.
 - j) Theme park: Any entertainment venue or amusement park in which rides, games, and buildings are based on a central theme.
 - k) Amusement Park: Any entertainment venue that features various attractions such as rides and games, as well as other events for entertainment purposes.
 - l) Attraction: Any place of interest where persons visit, typically for its inherent or exhibited natural or cultural value, historical significance, natural or built beauty, offering leisure and amusement.
 - m) Gym and Health Club: Any room or building used for various indoor sports or exercise activities, and usually equipped with exercise or gymnastic apparatus, locker and shower rooms, indoor or outdoor swimming pools, sports courts, and similar spaces.
 - n) Theater: Any entertainment venue used for housing dramatic presentations, stage entertainments, or motion-picture shows.
 - o) Church: Any site, with or without structures, the primary use of which is the assemblage of people for any religious worship, education, or expression.
 - p) Social gathering: Any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space.
 - q) Outdoor recreational activities: Any activity that can be done in an outside setting, including but not limited to, individual and group sports.
2. **Restaurants, Food Courts, and other establishments** that offer on-premises dining shall not allow consumption of food or beverages on-premises. Delivery, drive-thru, and pick-up options are allowed.
 3. **Bars and taverns** shall be closed.
 4. **Food Trucks** shall not allow consumption of food or beverages on or about the premises and shall increase the frequency of cleaning of menus, cash registers, receipt trays, condiment holders, writing instruments and other non-food contact surfaces frequently touched by patrons and employees; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together, etc., but limit the number of people in their lines. All employees of the Food Truck should wear an appropriate face covering at all times.
 5. **Certified Farmers' Markets** shall space booths accordingly to increase social distancing among patrons in line and walking about the market; ensure that social distancing of six feet per between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with

soap and water for at least 20 seconds; offer additional hand washing or sanitizing stations throughout the venue; encourage activities such as pre-bagging to expedite purchasing; suspend sampling activities; increase frequency of cleaning of tables, payment devices, and other surfaces; eliminate non-essential/non-related services, such as bands or other entertainment; and at the end of the market, continue to utilize local food recovery systems to feed/donate extra products to populations in need. All persons providing essential services at a Farmers' Market should wear an appropriate face covering at all times.

6. **Grocery Stores and Charitable Food Distribution Sites** are allowed to remain fully open and operational, but must ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; and stores that have online ordering with outside pick-up or delivery options should encourage use of these when possible in lieu of indoor shopping. All employees of the grocery store or charitable food distribution site should wear an appropriate face covering at all times.
7. **All retail food, beverage, and other related service venues** shall remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds. All venues should require employees to wear an appropriate face covering at all times.
8. **Gambling venues** shall be closed.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall be closed.
10. **Gyms and health clubs** shall be closed;
11. **All social gatherings**, including, but not limited to church services, meetings of service and social clubs, conferences, conventions, and the like, shall be postponed or cancelled.
12. **Outdoor recreational activities** are permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California.
13. For those businesses closed under this Order, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided that they each observe the social distancing and best personal hygiene practices (including washing their hands often with soap and water for at least 20 seconds) outlined above.
14. No County permits for special events shall be granted. All County permits for special events previously issued are revoked or postponed.
15. No temporary ABC licenses shall be authorized by the County.
16. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared

transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.

17. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
18. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
19. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
20. Pursuant to California Government Code section 41601, the chiefs of the police departments of the Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.
21. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
22. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
23. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available on the County of Tulare's website.
24. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.

IT IS SO ORDERED.

Time: 9:10am
Date: May 5, 2020

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By
Deputy County Counsel
Matter No. 2020217JMS/5-05-2020/2020217/1463907.docx



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

Karen M. Elliott, MBA • Public Health Branch Director
Karen Haught, MD, M.P.H. • County Health Officer

Timothy W. Lutz, MBA
Agency Director

May 7, 2020

Health Advisory Recommending Face Coverings for the Public and Essential Workers

This health advisory seeks to inform the public about the need for Face Coverings when outside the home for the prevention and source control of COVID-19.

Summary

- Tulare County Public Health urges the public to use Face Coverings while attending to essential activities in order to reduce the spread of COVID-19
- Individuals are asked to ensure effective use of Face Coverings by washing their hands after putting on and taking of the Face Covering
- Essential businesses and their employees are asked to utilize Face Coverings when providing services to the public
- Essential businesses are asked to post signage informing the public of the requirement to utilize Face Coverings

The United States Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), and the Tulare County Public Health Branch ("TCPH") have recommended that members of the public, should cover the mouth and nose to prevent inadvertently spreading the virus that causes Coronavirus Disease 2019 ("COVID-19"). One key transmission method for the COVID-19 virus is respiratory droplets that people expel when they breathe or sneeze. Individuals have been found to be infected with COVID-19 and not have any symptoms, meaning they are asymptomatic, but they can still be contagious. People can also be infected and contagious 48 hours before developing symptoms, the time when they are pre-symptomatic. Many people with the COVID-19 virus have mild symptoms and do not recognize they are infected and contagious, and they can unintentionally infect others. Therefore, the CDC, CDPH, and TCPH believe that wearing a face covering, when combined with physical distancing of at least 6 feet and frequent hand washing, may reduce the risk of transmitting coronavirus when in public and engaged in essential activities by reducing the spread of respiratory droplets. *For clarity, although wearing a face covering is one tool for reducing the spread of the virus, doing so is not a substitute for sheltering in place, physical distancing of at least 6 feet, and frequent hand washing.*

This Advisory requires that people wear Face Coverings in three main settings. First, members of the public must wear Face Coverings while inside of or waiting in line to enter Essential Businesses and other businesses or facilities engaged in Minimum Basic Operations, providing Essential Infrastructure, and providing Essential Government Functions (except Healthcare Operations, which are subject to different requirements), when seeking healthcare from Healthcare Operations, and when waiting for or riding on



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

Karen M. Elliott, MBA • Public Health Branch Director
Karen Haught, MD, M.P.H. • County Health Officer

Timothy W. Lutz, MBA
Agency Director

public transportation and other types of shared transportation. These settings are defined further below.

Second, this Advisory also requires employees, contractors, owners, and volunteers of all Essential Businesses or those operating public transportation and other types of shared transportation to wear a Face Covering when at work.

And third, this Advisory also requires workers engaged in Minimum Basic Operations, Essential Infrastructure work, and Essential Government Functions to wear a Face Covering in areas where the public is present or likely to be and at any time when others are nearby.

This Advisory does not require that any child aged twelve years or younger wear a Face Covering and recommends that any child aged two years or younger should not wear one because of the risk of suffocation. This Advisory also does not apply to people who are in their own cars alone or with members of their own household. It also does not require people wear Face Coverings while engaged in outdoor recreation such as hiking, bicycling, or running, though it does recommend that they have a Face Covering with them and still requires them to practice social distancing and other measures to protect against transmission of the virus.

Definition of Face Coverings

As used in this Advisory, a "Face Covering" means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. A covering that hides or obscures the wearer's eyes or forehead is not a Face Covering. Examples of Face Coverings include a scarf or bandana; a neck gaiter; a homemade covering made from a t-shirt, sweatshirt, or towel, held on with rubber bands or otherwise; or a mask, which need not be medical-grade. A Face Covering may be factory-made, or may be handmade and improvised from ordinary household materials. The Face Covering should be comfortable, so that the wearer can breathe comfortably through the nose and does not have to adjust it frequently, so as to avoid touching the face. For as long as medical grade masks such as N95 masks and surgical masks are in short supply, members of the public should not purchase those masks as Face Coverings under this Advisory. In general, even when not required by this Advisory, people are strongly encouraged to wear Face Coverings when in public.

A video showing how to make a face covering and additional information about how to wear and clean Face Coverings may be found at the website of Centers for Disease Control and Prevention, at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>.

Effective Use

Face Coverings must be worn in such a manner as to contain respiratory droplets and minimize transmission of the virus via the hands. To achieve this, Face Coverings should fit snugly and be washed daily. Cloth Face Coverings can be safely cleaned in a washing machine or by hand as the materials



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

Timothy W. Lutz, MBA
Agency Director

Karen M. Elliott, MBA • Public Health Branch Director
Karen Haught, MD, M.P.H. • County Health Officer

permit. Individuals should be careful not to touch their eyes, nose, or mouth when removing their Face Coverings and wash their hands immediately after removing.

Members of the Public

All members of the public, except as specifically exempted below, must wear a Face Covering outside their home or other place they reside in the following situations:

1. When they are inside of, or in line to enter, any Essential Business, including, but not limited to, grocery stores, convenience stores, supermarkets, laundromats, and restaurants;
2. When they are inside or at any location or facility engaging in Minimum Basic Operations or seeking or receiving Essential Government Functions inside of any location or facility;
3. When they are engaged in Essential Infrastructure work
4. When they are obtaining services at Healthcare Operations— including hospitals, clinics, COVID-19 testing locations, dentists, pharmacies, blood banks and blood drives, other healthcare facilities, mental health providers, or facilities providing veterinary care and similar healthcare services for animals — unless directed otherwise by an employee or worker at the Healthcare Operation; or
5. When they are waiting for or riding on public transportation or paratransit or are in a taxi, private car service, or ride-sharing vehicle.

Essential Businesses and Infrastructure

All Essential Businesses, as well as entities and organizations with workers engaged in Essential Infrastructure work, Minimum Basic Operations, or Essential Government Functions (except for Healthcare Operations, which are subject to their own regulation regarding specified face coverings), must:

1. Require their employees, contractors, owners, and volunteers to wear a Face Covering at the workplace and when performing work off-site any time the employee, contractor, owner, or volunteer is:
 - a. interacting in person with any member of the public;
 - b. working in any space visited by members of the public, such as by way of example and without limitation reception areas, grocery store or pharmacy aisles, service counters, public restrooms, cashier and checkout waiting rooms, service areas, and other spaces used to interact with the public, regardless of whether anyone from the public is present at the time;
 - c. working in any space where food is prepared or packaged for sale or distribution to others;
 - d. working in or walking through common areas such as hallways, stairways, elevators, and parking facilities; or
 - e. in any room or enclosed area when other people (except for members of the person's own household or residence) are present.



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

Timothy W. Lutz, MBA
Agency Director

Karen M. Elliott, MBA • Public Health Branch Director
Karen Haught, MD, M.P.H. • County Health Officer

2. Take reasonable measures, such as posting signs, to remind their customers and the public of the requirement that they wear a Face Covering while inside of or waiting in line to enter the business, facility, or location. Essential Businesses and entities or organizations that engaged in Essential Infrastructure work or Minimum Basic Operations must take all reasonable steps to prohibit any member of the public who is not wearing a Face Covering from entering and must not serve that person if those efforts are unsuccessful and seek to remove that person.

For clarity, a Face Covering is not required when a person is in a personal office (a single room) when others outside of that person's household are not present as long as the public does not regularly visit the room.

Exceptions

1. Any child aged two years or less must not wear a Face Covering because of the risk of suffocation. This Order does not require that any child aged twelve years or less wear a Face Covering. Parents and caregivers must supervise use of Face Coverings by children to avoid misuse.
2. Wearing a Face Covering is recommended, but not required, while engaged in outdoor recreation such as hiking, bicycling, or running. But each person engaged in such activity must comply with social distancing requirements including maintaining at least six feet of separation from all other people. Because running or bicycling causes people to more forcefully expel airborne particles, making the usual minimum 6 feet distance less adequate, runners and cyclists must take steps to avoid exposing others to those particles, which include the following measures: wearing a Face Covering when possible; crossing the street when running to avoid sidewalks with pedestrians; slowing down and moving to the side when unable to leave the sidewalk and nearing other people; never spitting; and avoiding running or cycling directly in front of or behind another runner or cyclist who is not in the same household.
3. This Advisory does not require any person to wear a Face Covering while driving alone, or exclusively with other members of the same family or household, in a motor vehicle.
4. A Face Covering is also not required by this Advisory to be worn by a particular individual if the person can show either: (1) a medical professional has advised that wearing a Face Covering may pose a risk to the person wearing the mask for health-related reasons; or (2) wearing a Face Covering would create a risk to the person related to their work as determined by local, state, or federal regulators or workplace safety guidelines. A Face Covering should also not be used by anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the Face Covering without assistance.

Conclusion

The intent of this Order is to ensure that all people who are visiting or working at Essential Businesses



**TULARE COUNTY
HEALTH & HUMAN SERVICES AGENCY**

Timothy W. Lutz, MBA
Agency Director

Karen M. Elliott, MBA • Public Health Branch Director
Karen Haught, MD, M.P.H. • County Health Officer

and all people who are seeking care at healthcare facilities or engaged in certain types of public transit or transportation with others wear a Face Covering to reduce the likelihood that they may transmit or receive the COVID-19 virus. The intent of this Advisory is also to ensure that people who work for or seek services from entities engaged in Essential Infrastructure work, Minimum Basic Operations, or Essential Government Functions also wear a Face Covering when they are in close proximity to others. In so doing, this Advisory will help reduce the spread of the COVID-19 virus and mitigate the impact of the virus on members of the public and on the delivery of critical healthcare services to those in need. All provisions of this Advisory must be interpreted to effectuate this intent.

A handwritten signature in black ink that reads "Karen Haught".

Karen Haught MD, MPH
Health Officer of Tulare County

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of Emergency now exists in the State of California due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19; and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20, ordering that all Californians shelter in place to preserve public health and safety ("Shelter in Place Order"); and

WHEREAS, the Shelter in Place Order has been successful in slowing the transmission and infection rate of COVID-19 in the State of California; and

WHEREAS, on March 19, 2020 the County Health Officer of the County of Tulare issued an EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES, GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR RECREATIONAL ACTIVITIES, which order was extended on April 8, 2020, and amended on May 5, 2020 (the "Amended Emergency Order"); and

WHEREAS, on April 14, 2020, the State of California presented the Pandemic Roadmap, a four-stage plan for modifying the Shelter in Place Order, and defining the statewide current status under the plan as being at Stage 1; and

WHEREAS, on May 4, 2020, the State announced that entry into Stage 2 of the plan would begin on May 8, 2020 for all Counties, subject to certain conditions and certain guidance; and

WHEREAS, advancement within the Pandemic Roadmap by an individual County can be accomplished by meeting certain State-defined criteria and procedures; and

WHEREAS, the Pandemic Roadmap is designed to prevent the spread of COVID-19 in California while allowing parts of our state to safely reopen; and

WHEREAS, it is advisable that the State criteria, procedures, and guidance for the stages of the Pandemic

Roadmap become mandatory in the incorporated and unincorporated areas of County of Tulare.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. **The Amended Emergency Order** is hereby terminated. Any previous Public Health Orders, other than the Emergency Declaration dated March 11, 2020, not previously terminated by the Amended Emergency Order are hereby terminated.
2. **The Shelter in Place Order**, the emergency orders of the State Public Health Director related to the COVID-19 pandemic, and the State's Pandemic Roadmap and guidance issued with respect to the roadmap, as may be amended, modified, or supplemented from time-to-time by their makers, are hereby adopted as emergency orders of the County Health Officer of the County of Tulare and enforceable as such.
3. **Only** the activities and businesses authorized by the County's current stage of the Pandemic Roadmap shall be allowed. The County's current stage of the Pandemic Roadmap can be found at <https://covid19.tularecounty.ca.gov/>.
4. **Bars, wineries, breweries and pubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
5. **Restaurants** shall follow the State's guidelines and shall be open only to drive-through or other pickup/delivery options and shall not open their in-restaurant seated dining nor allow consumption of food or beverages on-premises until allowed under the County's current stage of the Pandemic Roadmap.
6. **Food Trucks** shall follow the State's guidelines and shall not allow consumption of food or beverages on or about the premises until allowed under the County's current stage of the Pandemic Roadmap.
7. **Certified Farmers' Markets** shall follow the State's guidelines and shall space booths accordingly to increase social distancing and shall eliminate non-essential/non-related services, such as bands or other entertainment until allowed under the County's current stage of the Pandemic Roadmap.
8. **Gambling venues** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
10. **Gyms and health clubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
11. **All social gatherings**, including, but not limited to church services, meetings of service and social

clubs, conferences, conventions, and the like, shall be postponed or cancelled until allowed under the County's current stage of the Pandemic Roadmap.

12. **Outdoor recreational activities** shall be permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California. These social distancing requirements shall remain in place as they relate to Outdoor Recreation Activities until abolished under the County's current stage of the Pandemic Roadmap.
13. For those businesses closed under this Order, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided that they each observe the social distancing and best personal hygiene practices (including washing their hands often with soap and water for at least 20 seconds) outlined above.
14. No County permits for special events shall be granted, all County permits for special events previously issued are revoked or postponed, and no temporary ABC licenses shall be authorized by the County until social gatherings are permitted under the County's current stage of the Pandemic Roadmap.
15. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.
16. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
17. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
18. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
19. Pursuant to California Government Code section 41601, the chiefs of the police departments of the

Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.

20. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
21. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
22. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available at <https://covid19.tularecounty.ca.gov/>.
23. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.
24. Pursuant to Tulare County Ordinance Code sections 4-01-1070 and 4-01-1315, violations of this Order may be considered a public nuisance.
25. Pursuant to Tulare County Ordinance Code sections 1-23-1000 and 1-23-1015 violations of this Order shall be subject to an administrative fine or penalty.
26. All open businesses, facilities, retail food, venues shall ensure social distancing of six feet per person between those who are not members of the same household, limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, increase cleaning and sanitizing frequency of all contact areas, encourage use of online ordering with curbside pickup or delivery options in lieu of indoor shopping, remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds and wearing appropriate face covering when necessary.
27. Current guidance related to the Pandemic Roadmap is located at <https://covid19.ca.gov/roadmap/>.
28. Tulare County's Current Stage and information related to allowable businesses and activities is located at <https://covid19.tularecounty.ca.gov/>.
29. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between

persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.

30. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
31. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
32. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
33. Pursuant to California Government Code section 41601, the chiefs of the police departments of the Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.
34. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
35. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
36. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available on the County of Tulare's website.
37. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.

IT IS SO ORDERED.

Time: 7:35am

Date: May 8, 2020

Issued by: 

Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By 
Deputy County Counsel

Matter No. 2020217

JMS/5-07-2020/2020217/1465457.docx



TULARE COUNTY'S MULTI-STAGE APPROACH TOWARDS A HEALTHIER COMMUNITY

Epidemiologists and infectious disease experts agree that in the absence of strict social distancing, Tulare County numbers would once again surge. COVID-19 will continue to be a serious threat until there is an effective vaccine or more effective therapeutic treatments. Centers for Disease Control and Prevention (CDC) and National Institute of Allergy and Infectious Diseases (NIAID) experts estimate that we will not have a vaccine for COVID-19 until 2021, at the earliest. For the foreseeable future, living with COVID-19 is our new “normal”.

Living with this disease means finding ways for our community to return to work with COVID-19 still circulating. There is an emerging consensus that America's economy should open in stages with different parts of the economy and different aspects of public life reopening at different times will present a framework for a three-stage approach that reflects the state of the COVID-19 pandemic in Tulare County.

Over the last couple of weeks, California counties in coordination with the California Department of Public Health have worked extensively to create meaningful criteria that provides a solid framework to use when deciding to reopen local economies. Specifically, Tulare County has adopted four criteria to use as the means of determining the readiness of reopening our local economy. It is important to note that these criteria are aligned with other California Counties and the recommendations from the State, however, our readiness may be earlier or later than other counties due to our local situation.

The following four (4) criteria will need to be met simultaneously before moving to Stage 2, and then again before moving to Stage 3, and then once again before moving to Stage 4. Each of the following criteria has assessments and respective metrics that will be used to determine forward movement to the next Stage. However, if it is determined that there is a potential rebound or local outbreak, returning to an earlier Stage is probable.

- **(CASES) SUSTAINED REDUCTION OR STABILITY IN NEW CASES FOR 14 DAYS.** Tulare County agrees that movement towards reopening for Stage 2 should begin after 14 days of a sustained downward trend in COVID-19 positive cases.

Certain increases, such as an increase in active cases over the course of five days, would clearly be a cause for concern. However, exact judgements should reflect a precise understanding of local trends. If, for instance, public health departments identify a specific outbreak and are able to isolate COVID-positive cases and quarantine people who were in close contact quickly, movement towards greater reopening could continue, even with an increase in positive cases.

- **ADEQUATE DIAGNOSTIC TESTING CAPACITY AND RAPID TEST RESULTS. THE ABILITY TO TEST ALL INDIVIDUALS WITH COVID-19 SYMPTOMS (WITHIN A CERTAIN TIMEFRAME). SAME-DAY TESTING WIDELY AVAILABLE FOR HOSPITALIZED PATIENTS, HEALTH CARE WORKERS AND WORKERS IN ESSENTIAL ROLES, CLOSE CONTACTS OF CONFIRMED CASES, AND OUTPATIENTS WITH SYMPTOMS).** Expanding testing capacity and making testing broadly available is necessary to treat and control infection, and for detecting increases COVID-19 cases early.
- **PUBLIC HEALTH DEPARTMENT’S CAPACITY TO RAPIDLY INTERVIEW NEW CASES, IDENTIFY CLOSE CONTACTS, AND ENSURE THAT ISOLATION AND QUARANTINE ARE EFFECTIVE.** Public health surveillance must be strengthened to understand the spread of COVID-19 and rapidly detect outbreaks. Experts call for evidence of declining transmission for at least 14 days before there could be a move to a staged approach of reopening the economies. Tulare County must closely monitor the signs of COVID-19 spread. It must notice problems to avoid overcrowding of emergency departments or outbreaks among the higher risk.
- **HEALTH CARE SYSTEM CAPACITY TO RESPOND TO POTENTIAL SURGES.** Tulare County must ensure that the local healthcare system is out of crisis mode and able to handle potential new surges in patients, along with non-COVID-19 related services, prior to reopening the economy. Tulare County will continue to track and share information about the availability of hospital beds, ICU beds, ventilators, and personal protective equipment (PPE) in order to ensure that they are adequately available if cases surge, as modeled under a variety of assumptions. Data on available capacity should be assessed at a designated frequency. State stockpiles should be used to fill any deficiencies and there should be continuous monitoring of cases statewide to assure that capacity will not be exceeded.

GOALS AND LINKED METRICS TO CONSIDER WHEN MOVING BETWEEN STAGES

Goals	Metric
1. Containment Capacity	GOAL: Stable or decreasing COVID-19 infection rate METRIC: Low prevalence of disease - no more than 1 case per 10,000 people in last 14 days METRIC: No more than 1 death in last 14 days GOAL: Ability to test everyone who needs to be tested METRIC: Minimum daily testing volume of 1.5 per 1,000 residents METRIC: Testing availability for at least 75% of residents as measured by specimen collection sites within a 60-minute drive in rural areas
2. Case investigation and contact tracing	GOAL: The public health system has adequate infrastructure, processes, and workforce to reliably detect and safely isolate new cases, as well as follow up with individuals who have been in contact with positive cases METRIC: Sufficient staff allocated to contact tracing, at least 15 staff per 100,000 population

	METRIC: Availability of temporary housing units to shelter at least 15% of county residents experiencing homelessness
3. Health Care System Capacity	GOAL: Hospitals can quickly and independently supply sufficient PPE and critical medical equipment and can surge intensive care unit (ICU) capacity. METRIC: Ability to accommodate a minimum surge of 35% (combined for county) due to COVID-19 patients as well as providing usual care for non-COVID-19 patients.
4. Vulnerable Populations	GOAL: Ability to protect our vulnerable populations METRIC: Skilled nursing & other congregate living facilities have > 14-day supply of PPE and access to non-state sources for replenishing the supplies.

Potential Increased Community Transmission when Re-opening Public Spaces.

Opening public spaces will entail an increased risk of community transmission. Certain populations will be more at risk for serious consequences and mortality from contracting the disease. Those most at risk include:

- Healthcare workers, first responders and other essential workers in contact with the public;
- Older adults living in nursing homes, assisted living, and senior housing;
- Racial and ethnic minorities;
- Justice-involved populations;
- People experiencing homelessness; and,
- People with disabilities and living in state institutions, group homes, and other congregate settings.
- Pregnant individuals

Given the setting and circumstances of where these populations reside, targeted monitoring and interventions will be critical to protecting these communities. Tulare County must develop effective systems and policies that protect these populations so that it is less likely to experience outbreaks that can interrupt the gradual reopening of society.

Strong and Clear Communication and Public Engagement Plan.

Communication is an integral part during a crisis, and is even more important as Tulare County moves toward reopening. It is critical that public engagement is incorporated into the response plan to minimize the risk of misunderstanding, confusion, or protest by individuals who believe reopening should be either faster or slower. It is important that Tulare County evaluates the different needs, risk factors, and resources.

Rationale for a Multi-Stage Approach to Reopening

Developing a framework that thoughtfully guides decision making on key factors to reopen the economy is important. The framework must include an array of public health factors, including consistent communication related to COVID-19, data collection, defining measures to reassess readiness for opening, and anticipating the need to revert to tighter control measures. Additionally, criteria for moving between stages and defining the stages for reopening must be established. Equally important is building partnerships between public and private sectors to implement the plan.

This is the time to identify and share critical metrics and explain “the rules for reopening.” The most important message to convey in this period is that **the rate of transmission must decline or remain low to make it safe to proceed with plans to reopen local economies**. During this process, local governments should engage health care systems, schools and businesses to fine tune plans for a staged reopening and to clearly convey the steps that will be necessary.

Testing capacity should continue to expand; vulnerable populations should be identified and monitored. Businesses, schools, and healthcare facilities should develop written plans for how they will help prevent COVID-19 spread in their facilities. Policymakers should also examine disincentives to testing and isolation or quarantining, such as the fear that people who test positive or are quarantined could lose their jobs. Travel to and from areas that are experiencing significant disease should be discouraged or prohibited.

This stage should continue for the next two weeks. During this time, monitoring should indicate case numbers are declining. Based on COVID-19 case rate statistics by city and region, healthcare providers and health systems should demonstrate they can manage (with ICU beds, ventilators, PPE, nurse and physician staffing, and other metrics of capacity) no less than 1 week of new cases at the prior week case rate prior to progression between stages or to moving on to the first stage of reopening.

During this planning period, all non-essential businesses should remain closed and the Stay At Home Order remains in place. Except when performing essential services, citizens over age 65 and those with high risk factors need to remain vigilant and to shelter at home.

- Work from home should continue whenever possible, and cloth face coverings should be worn in public locations.
- Tulare County will work to accomplish all specific requirements listed above, including testing, tracking and quarantine strategies to identify cases and prevent transmission.
- All essential and non-essential businesses should begin preparations for later stages, and should be prepared to certify to the Health Department that they have written protocols, completed the social distancing and safety plan checklist and can reliably perform the following functions before advancing to later stages:

- Screen daily all employees for respiratory symptoms. Workers in close contact with each other should be screened daily with temperature checks as well. Business safety plans should clearly specify protocols for different categories.
- Advise employees with symptoms to remove themselves from the workplace and call healthcare provider for guidance. Establish policies and procedures to help employees who are required to by the healthcare provider to isolate or quarantine.
- Set expectations for frequent hand hygiene and wearing of cloth face coverings by employees where appropriate or able.
- Hand sanitizer should be placed throughout the business.

GUIDELINES FOR ALL STAGES

Individuals:

- **Continue to adhere to state and local guidance, in particularly with respect to face coverings.**
- **Continue to practice good hygiene**
 - Wash your hands with soap and water or use hand sanitizer, especially after touching frequently used items or surfaces.
 - Avoid touching your face
 - Sneeze or cough into a tissue, or the inside of your elbow.
 - Disinfect frequently used items and surfaces as much as possible
 - Using face coverings while in public, and particularly when using mass transit or carpools.
 - People who feel sick should stay home. Do not go to work or school.
 - Contact and follow the advice of your medical provider.
 - Practice social distancing

Employers: See guidance document for employers

- **Develop and implement appropriate policies, in accordance with Federal, State, and local regulations and guidance, and informed by industry best practices, regarding employee and customer protection**
- **Keeping the Workplace Safe**
- **Communicating with your team**
- **Preparing Your Space**
- **Cleaning and Disinfecting after opening**
- **Personal Protection Equipment (PPE)**
- **How Long COVID19 Lives on Surfaces**
- **5 Essential Actions for Individuals**

If positive improvement/stability of metrics for 14 days, move to STAGE 2

CURRENT STAGE/STAGE 1

Retail Stores	• Non-essential closed • Essential businesses must implement social distancing measures for all staff and customers • Face coverings required for customers • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Commercial Businesses/Offices	• Non-essential closed • Essential businesses must implement social distancing measures for all staff and customers • Face coverings required for customers • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Manufacturing	• Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible •
Restaurants & Bars Serving Food	• Online order and curbside pickup only • Face coverings required for customers • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Nail Salons, Hair Salons, Barber Shops, etc.	• Closed
Health Care, Dental, Optometry, etc.	• Essential and/or emergency services only • Implement social distancing measures for all customers • Face coverings required for customers • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Massage, Tattoo & Body Art, etc.	• Closed
Gyms, Fitness Centers, Public Pools, Community Pools, Interactive Water Features, Close Contact Sports, etc.	• Closed
Bars, Entertainment Venues, Community Events, etc.	• Closed
Faith Based Institutions	• Closed
Educational Institutions	• Closed
Public Spaces	•
All Residents	• Age 65+ and individuals with underlying conditions, stay home. All, work from home, if possible. Wear face covering and maintain 6 ft. social distancing when in public.

If positive improvement/stability of metrics for 14 days, move to STAGE 3/ If significant decrease in metrics return to Stage 1

STAGE 2: Lower Risk Workplaces

Retail Stores	• Online order and curbside pickup for non-essential businesses. • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Commercial Businesses/Offices	• Implement social distancing measures for all customers. • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Manufacturing	• Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible.
Restaurants & Bars Serving Food	• Continue online order and curbside pickup only. No dine-in • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Nail Salons, Hair Salons, Barber Shops, etc.	• Closed
Health Care, Dental, Optometry, etc.	• Urgent or Emergent procedures only • Implement social distancing measures for all customers and between coworkers • Employees screened daily and must wear face covering
Massage, Tattoo & Body Art, etc.	• Closed
Gyms, Fitness Centers, Pubic Pools, Community Pools, Interactive Water Features (e.g. splash pads), Close Contact Sports, etc.	• Closed
Close Contact Sports	• Closed
Bars, Entertainment Venues, etc.	• Closed
Community Events (health fairs, cook-offs, etc.)	• Closed
Faith Based Institutions	• Closed
Educational Institutions, schools and organized youth	• Follow established guidelines for schools and child care facilities •

activities (day camp, summer camp)	
Senior Facilities (Skilled Nursing, Assisted Living, Long-term Living, etc.)	• Follow all established guidelines for all types of senior facilities • Implement social distancing measures. • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Public Spaces	• All activities adhere to distancing and infection control protocols •
All Employers	• Continue to encourage work from home, if possible. Return to work in stages. Close common areas where personnel are likely to congregate or enforce strict social distancing protocols. Minimize non-essential travel. Consider special accommodations for personnel who are members of a vulnerable population.
All Residents	• Age 65+ and individuals with underlying conditions, stay home. All, if essential employee, work from home, if possible. Wear face covering when unable to continuously maintain 6 ft. social distancing when in public. Social gatherings should be in accordance with State guidance and be limited to immediate family. Minimize non-essential travel.

If positive improvement/stability of metrics for 14 days, move to STAGE 4 /if significant decrease in metrics, return to STAGE 2

STAGE 3: Higher Risk Workplaces

Retail Stores	• Open at 50% capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Commercial Businesses/Offices	• Open at 50% capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Manufacturing	• Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible.
Restaurants & Bars Serving Food	• With State Executive Order lifted, open at 50% seating capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Nail Salons, Hair Salons, Barber Shops, etc.	• Restricted to appointment only services. No walk-in customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.

Health Care, Dental, Optometry, etc.	• Routine and elective procedures for patients for all age groups. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Massage, Tattoo & Body Art, etc.	• Restricted to appointment only services. No walk-in customers. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Gyms, Fitness Centers, Public Pools, Community Pools, Interactive Water Features (e.g., splash pad), etc.	• Open at limited capacity while adhering to 6ft social distancing criteria. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Close Contact Sports	• Closed
Bars, Entertainment Venues, etc.	• Closed
Community Events (health fairs, cook-offs, etc.	• Closed
Faith Based Institutions (Churches & Weddings)	• Open at 50% capacity. • Implement social distancing measures. • Wear face covering if unable to continuously maintain 6 ft. social distancing when in public.
Educational Institutions, school and organized youth activities (day camp, summer camp)	• Follow established CDPH and CDC guidelines for schools and child care
Senior Facilities (Skilled Nursing, Assisted Living, Long-term Living, etc.)	• Follow all established CDPH guidelines for all types of senior facilities • Implement social distancing measures. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Public Spaces	• All activities adhere to distancing and infection control protocols
All Employers	Close common areas where personnel are likely to congregate or enforce moderate social distancing protocols. Consider special accommodations for personnel who are members of the vulnerable populations.
All Residents	• Age 65+ and individuals with underlying conditions, stay home. Work from home, if possible. Wear face covering if unable to continuously maintain 6 ft. social distancing when in public. Social gatherings should be in accordance with State guidance. Some non-essential travel may resume.

If significant decrease in metrics, return to STAGE 3

Stage 4: End of Stay at Home Order

Retail Stores	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Commercial Businesses	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Restaurants & Bars Serving Food	• Limited to State restrictive capacity. If no limitations, open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Nail Salons, Hair Salons, Barber Shops, etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Health Care, Dental, Optometry, etc.	• Routine and elective procedures for patients for all age groups. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Massage, Tattoo & Body Art, etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Gyms, Fitness Centers, Pubic Pools, Community Pools, Interactive Water Features (e.g., splash pad), etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Close Contact Sports	• Open at full capacity
Bars, Entertainment Venues, etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Community Events (health fairs, cook-offs, etc.	• Open at full capacity • Implement social distancing measures. •

Faith Based Institutions	• Open at full capacity. • Implement social distancing measures. • Wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Senior Facilities (Skilled Nursing, Assisted Living, Long-term Living, etc.)	• Follow all established CDPH guidelines for all types of senior facilities • Implement social distancing measures. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Educational Institutions, schools and organized youth activities (day camp, summer camp)	• Open • Implement social distancing measures. • Wear face covering if unable to continuously maintain 6 ft social distancing when in public.
All Employers	• Resume unrestricted staffing of worksites
All Residents	• Age 65+ and individuals with underlying conditions can resume public interactions, but should practice social distancing, minimize social settings where distancing may not be practiced. Wear face covering if unable to continuously maintain 6 ft social distancing when in public. Social gatherings should be in accordance with State guidance.

Conclusion

The threat of COVID-19 will be with us for the foreseeable future. There is a high probability that Tulare County will experience continued outbreaks that will force us to revert to earlier stages at some point during the reopening process. Now is the time to build capacity and create partnerships, across our county with employers, nonprofits, and community groups, to respond effectively to this challenge. This is also the time to provide clear guidance and an evidence-based framework for reopening our local economy.

Discussions with the state and federal government will continue with the purpose of redefining essential v. nonessential sectors. Instead of classifying businesses and industries as essential vs. non-essential, moving towards the terminology of “lower risk” vs “higher risk” operations may be more viable. This will allow all businesses to begin working on plans that focus on safety and are designed to lower the risk of COVID-19 transmission to their workers and customers. Examples of “low-risk” activities that are currently deemed non-essential: 1) Bookstores: could be lower risk if they limited the number of people that enter the store and took precautions to protect the clerks; Examples of “higher-risk” activities could include hair salons and tattoo shops where there is longer close personal contact.

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**AMENDED EMERGENCY ORDER FOR THE PREVENTION OF
NOVEL CORONAVIRUS (COVID-19) TRANSMISSION**

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of Emergency now exists in the State of California due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19; and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20, in conjunction with the ORDER OF THE STATE PUBLIC HEALTH ORDER dated the same day, ordering that all Californians shelter in place to preserve public health and safety ("Shelter in Place Order"); and

WHEREAS, the Shelter in Place Order has been successful in slowing the transmission and infection rate of COVID-19 in the State of California; and

WHEREAS, on March 19, 2020 the County Health Officer of the County of Tulare issued an EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES, GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR RECREATIONAL ACTIVITIES, which order was extended on April 8, 2020, and amended on May 5, 2020 (the "Emergency Order Amended May 5, 2020"); and

WHEREAS, on April 14, 2020, the State of California presented the Pandemic Roadmap, a four-stage plan for modifying the Shelter in Place Order, and defining the statewide current status under the plan as being at Stage 1; and

WHEREAS, on May 4, 2020, the State announced that entry into Stage 2 of the plan would begin on May 8, 2020 for all Counties, subject to certain conditions and certain guidance; and

WHEREAS, advancement within the Pandemic Roadmap by an individual County can be accomplished by meeting certain State-defined criteria and procedures; and

WHEREAS, the Pandemic Roadmap is designed to prevent the spread of COVID-19 in California while allowing parts of our state to safely reopen; and

WHEREAS, compliance with the State criteria, procedures, and guidance for the stages of the Pandemic Roadmap is mandatory in the incorporated and unincorporated areas of County of Tulare.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b),

and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. **The Emergency Order Amended May 5, 2020** is hereby terminated. Any previous Public Health Orders, other than the Emergency Declaration dated March 11, 2020, not previously terminated by the Emergency Order Amended May 5, 2020, are hereby terminated.
2. **The Shelter in Place Order**, the emergency orders of the State Public Health Director related to the COVID-19 pandemic, and the State's Pandemic Roadmap and guidance issued with respect to the roadmap, as they may be amended, modified, or supplemented from time-to-time by their makers, are hereby adopted as emergency orders of the County Health Officer of the County of Tulare and enforceable as such.
3. **Only** the activities and businesses authorized by the current stage of the State's Pandemic Roadmap shall be allowed. The current stage of the Pandemic Roadmap and current guidance related to the Pandemic Roadmap can be found at: <https://covid19.tularecounty.ca.gov/covid-19-updates-and-situation-in-tulare-county/>.
4. **Bars, wineries, breweries and pubs** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
5. **Restaurants** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
6. **Food Trucks** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
7. **Certified Farmers' Markets** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
8. **Gambling venues** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
10. **Gyms and health clubs** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
11. **All social gatherings**, including, but not limited to church services, meetings of service and social clubs, conferences, conventions, and the like, shall be postponed or cancelled until allowed under the current stage of the State's Pandemic Roadmap.
12. **Outdoor recreational activities** shall be permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or

with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California. These social distancing requirements shall remain in place as they relate to Outdoor Recreation Activities until abolished under the current stage of the State's Pandemic Roadmap.

13. For those businesses closed under the current stage of the State's Pandemic Roadmap, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided they follow all guidance from public health officials to reduce the spread of COVID-19, including social distancing and hand washing with soap and water for at least 20 seconds.
14. No County permits for special events shall be granted, all County permits for special events previously issued are revoked or postponed, and no temporary ABC licenses shall be authorized by the County until social gatherings are permitted under the current stage of the State's Pandemic Roadmap.
15. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.
16. This Order may be enforced pursuant to California law, including, but not limited to Government Code sections 26602, 41601, and 8665 to prevent the spread of Covid-19.
17. Each incorporated city within Tulare County is permitted to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction. Pursuant to California Government Code section 41601, the chiefs of the police departments of the Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville may enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.
18. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are permitted to enforce this Order within their respective jurisdictions.
19. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order may be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.
20. Pursuant to Tulare County Ordinance Code sections 4-01-1070 and 4-01-1315, violations of this Order may be considered a public nuisance.
21. Pursuant to Tulare County Ordinance Code sections 1-23-1000 and 1-23-1015 violations of this Order may be subject to an administrative fine or penalty.

22. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
23. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
24. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available at <https://covid19.tularecounty.ca.gov/>.
25. All open businesses, facilities, retail food, and other venues shall ensure social distancing of six feet per person between those who are not members of the same household, limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, increase cleaning and sanitizing frequency of all contact areas, encourage use of online ordering with curbside pickup or delivery options in lieu of indoor shopping, and remind employees of guidance from public health officials to reduce the spread of COVID-19, including washing their hands often with soap and water for at least 20 seconds and wearing appropriate face covering when necessary. Any business, facility, retail food, and other venue may create an individual policy restricting entry of patrons not wearing masks.

IT IS SO ORDERED.

Time: 8:00am
Date: May 18, 2020

Issued by: 

Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By 
Deputy County Counsel

Matter No. 2020217

Roadmap to Recovery

STAGE ONE

- Stay at Home Order
- Planning for Recovery

STAGE TWO (Low Risk Businesses)

- Curbside retail:
 - Bookstores
 - Jewelry stores
 - Clothing stores
 - Shoe stores
 - Home furnishing
 - Sporting goods
 - Florists
- Car washes
- Pet grooming
- Landscape gardening
- Shopping malls
- Dine-in restaurants
- Schools
- Office-based businesses
- Childcare facilities
- Outdoor museums and open gallery spaces
- Outdoor recreational activities
 - Parks
 - Trails
 - Golf Courses
 - Lakes

STAGE THREE (High Risk Businesses)

- Personal services such as: nail salons, tattoo parlors, gyms and fitness studios
- Bars and lounges
- Indoor museums, gallery spaces, zoos, and libraries
- Community centers, public pools, playgrounds, and picnic areas
- Religious services and cultural ceremonies
- Hotels/lodging for leisure and tourism

STAGE FOUR (End of Stay at Home Order)

LATER

- Entertainment venues
- Large conventions
- Sporting and spectator events
- Concerts
- Convention Centers

For more information please visit
covid19.tularecounty.ca.gov and
covid19.ca.gov



HHSA
www.tchhsa.org
May 20, 2020