



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
SEPTEMBER 1, 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 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, September 1, 2020, to participate in this meeting. Staff will periodically check for 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 at 559-782-7464.

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.95 - Liability Claim: Claimant: Ramon Altamirano Figueroa, Anna Rodriguez Moreno, Ramon Phoenix Figueroa, Amelia Clementine Figueroa.

2 - Government Code Section 54956.95 - Liability Claim: Claimant: John Jones and Sandra Jones. Agency claimed against: City of Porterville.

3 - Government Code Section 54956.9(d)(3) - Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to Litigation: Four cases in which facts are not yet known to potential plaintiffs.

4 - Government Code Section 54956.9(d)(4) - Conference with Legal Counsel - Anticipated Litigation - Initiation of Litigation: One case.

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

Pledge of Allegiance Led by Council Member Gurrola

Invocation

AB 1234 REPORTS

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

1. Tulare County Association of Governments / Tulare County Transportation Authority - August 17, 2020
2. Tulare County Task Force on Homelessness - August 19, 2020
3. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - August 20, 2020
4. Ad Hoc Committee - Provision of Local Water Services - August 20, 2020
5. Ad Hoc Committee - COVID-19 Response - August 24, 2020
6. Tulare County Regional Transit Agency - August 24, 2020

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission
 2. Library & Literacy Commission
 3. Arts Commission
 4. Animal Control Commission
 5. Youth Commission
 6. Transactions and Use Tax Oversight Committee (TUTOC)

ORAL COMMUNICATIONS

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

CONSENT CALENDAR

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

1. Authorization to Release a Request for Proposals for Architectural Services for

Housing plans

Re: Considering release of Request for Proposals for architectural services to develop pre-approved multi-family and accessory dwelling unit site plans to simplify the process for building permits for new residential units.

2. Ratification of Emergency Expenditure - City Hall Fire Alarm Installation

Re: Considering the ratification of an emergency expenditure in an amount not to exceed \$76,725 to Jorgensen Company for the replacement of the fire alarm at City Hall.

3. Authorization for Police Vehicle Repairs

Re: Consideration to authorize the repair of Police Vehicles by Milinich Body Works for an estimated total cost of \$35,767.86.

4. Authorization for Purchase of Police Department Vehicles and Equipment

Re: Consideration of purchases within the Police Department including police vehicles, vehicle radios, laptop MDTs, body worn cameras, tasers, and handheld radios.

5. Authorization to Purchase Specialized Equipment - Blower Magnetic Bearing Controller Re: Authorization for the purchase of a Pillaerator bearing control and pressure transmitter to replace the damaged parts on blower #3 at the City's Waste Water Treatment Facility.

6. Authorization to Award Contract - Wastewater Treatment Facility Digesters Rehabilitation Project

Re: Considering awarding the Digester 2 and 3 Repair Project to GSE Construction in the amount of \$2,117,500.00, plus a 10% contingency and additional \$148,225 for construction management, construction surveying, quality control, and inspection services; and authorizing the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714.

7. Approve Memorandum of Understanding with the Tulare County Regional Transit Agency for Personnel and Administrative Services

Re: Approval of a Memorandum of Understanding between the Tulare County Regional Transit Agency (TCRTA) and the City of Porterville for Personnel and Administrative Services.

8. Approval of Measure R Program Supplement to Cooperative Agreement - Maintenance and Security Direct Costs

Re: Consideration of approval of Supplement to the Measure R Cooperative Agreement concerning trail maintenance and security direct costs as related to the air quality program.

9. Amendment No. 4 to Carollo Engineers, Inc. Professional Services Agreement for Master Plan Updates and Recycled Water Feasibility Study

Re: Consider authorization of Amendment No. 4 to Carollo Engineers, Inc. Professional Services Agreement for Master Plan Updates and Recycled Water Feasibility Study, associated with regulatory compliance and detailed analysis of potential improvements associated with operational changes, and system wide impacts.

10. Authorization to Purchase Technology Equipment and Services to Facilitate Telework Capabilities

Re: Considering the approval of technology and associated cloud computing services to be

funded from the Infrastructure Deferred Maintenance/Improvement Designated Fund with potential reimbursement from future federal COVID-19 mitigation funding.

11. City Council Member Requested Agenda Item - Provision of Local Mosquito Abatement Services

Re: Consideration of Mayor Flores's request to consider the provision of local mosquito abatement services.

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. Considerations of Various Modifications to Transit Services

Re: City Council to Conduct a Public Hearing considering recommended strategies for improvement of transit operations through Fixed Route reductions and the expansion of microtransit services.

SCHEDULED MATTERS

14. Designation of Voting Delegate and Alternates for League of California Cities Virtual Annual Conference - October 7 - 9, 2020

Re: Consideration of designating a voting delegate and alternates for the League of California Cities Virtual Annual Conference.

15. 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

ADJOURNMENT - to the meeting of September 15, 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 – SEPTEMBER 1, 2020

SUBJECT: Authorization to Release a Request for Proposals for Architectural Services for Housing plans

SOURCE: Community Development

COMMENT: On October 15, 2019, the City Council adopted a Resolution in support of the City's SB2 Grant Application for housing related planning efforts. The Resolution was included within a grant application, authorized by the Council to fund architectural services to make available pre-approved plans to fit on standard sized lots in the City. These pre-approved multi-family and accessory dwelling unit site plans can assist developers and property owners by simplifying the process to pull building permits for new residential units. The goal of this program is to have a menu of approved plans that could be selected by a property owner, and as needed Community Development Department-Planning Division staff can assist in preparation of site plans. The property owner could then simply pay permit fees and hire the contractor to begin construction.

Staff is pleased to report that the City's proposal was awarded early this year. Unfortunately, staff has had to shift prioritization of assignments due to the pandemic, which caused an unexpected delay in initiating the secondary stage of these efforts: releasing a Request for Proposals. Staff has worked to create concepts for and parameters required of the ADUs and multi-family units, and at this time has prepared a draft Request for Proposals to initiate the work.

RECOMMENDATION: That the City Council authorize the release of Request for Proposals for architectural services, subject to approval of the City Attorney.

ATTACHMENTS:

1. Draft Request for Proposal
2. Awarded SB2 Grant

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

REQUEST FOR PROPOSALS (RFP)

Pre-Approved Accessory Dwelling Unit and Multi-Family Dwelling Unit Plans

Release Date: _____

Due Date: _____

The City of Porterville is seeking the services of qualified Architectural/Engineering firms for the purpose of developing plans and specifications for single units (accessory dwelling units/tiny homes), duplexes, triplexes, and four-plexes. These plans would be pre-approved by relevant City departments to streamline the permitting process and accelerate housing production within the city limits. These will be made publicly available in association with a proposed building permit, and utilized throughout the city on various sized lots by private property owners and developers. The project involves the completion of tasks summarized below and specifically defined in the Scope of Work, Attachment C, which is incorporated herein as reference.

The City seeks a professional design firm that has specific experience in design of single units and multi-family housing units. The "design team" shall be comprised of licensed professionals with the requisite design expertise to prepare complete permit-ready construction drawings, but without site plans, as those will be provided separately. The designs must also include specifications as may be needed to establish parameters for the building permit, such as Title 24 criteria, and may include other ancillary duties necessary for the successful design of pre-approved plans for multi-family residential projects.

The purpose of this document is to facilitate the selection of a qualified consulting firm to complete the tasks summarized in the first paragraph above and specifically defined in the Scope of Work, Attachment C, which is incorporated herein by reference.

Consultants are urged to submit concise proposals that are appropriate to the scale of the project and include only items that are relevant to this specific project. The Fee Proposal shall be submitted in a separate sealed envelope marked "Fee Proposal for Pre-Approved Housing Plans".

The following attachments are enclosed as part of the Request for Proposal:

Attachment A:	Proposal Requirements
Attachment B:	Selection Criteria
Attachment C:	Scope of Work
Attachment D:	Agreement

The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the proposing firm. Failure to provide all required submittals may result in a proposal being found non-responsive and given no consideration. No proposal shall be received from an applicant who has not registered as a plan holder for this RFP on the Public Purchase website.

Five (5) hard copies of the proposal shall be provided in a sealed envelope with a return address, including business name, no later than 4:00 PM on _____, to the following address:

City of Porterville
291 North Main Street
Porterville, CA 93257
ATTN: Julie Phillips, Community Development Department

Faxes or emailed proposals will not be accepted. Proposals that are received after the stated deadline will not be accepted and will be returned to the proposer.

Questions regarding the information contained in the RFP document must be submitted in writing, by email or by fax, and addressed to:

City of Porterville
291 N Main Street
Porterville, CA 93257
ATTN: Julie Phillips, Community Development Manager
Email: jphillips@ci.porterville.ca.us
Fax: (559) 781-6437

CITY OF PORTERVILLE
RFP 20-xxxx
Attachment A
PROPOSAL REQUIREMENTS

1. PROPOSAL FORMAT

To be considered responsive to this Request for Proposal, your submittal should specifically follow the Proposal Outline described in Section 3 below. The body of the proposal, excluding Appendices, should not exceed 50 pages. A letter of transmittal, not to exceed two pages, should be included. As an Appendix, provide full resumes of the Project Team.

2. PROPOSAL SUBMITTAL

Five (5) bound copies of the sealed proposals should be submitted no later than 4:00 pm PST on _____, to:

City of Porterville
291 North Main Street
Porterville, CA 93257
ATTN: Julie Phillips, Community Development Department

The sealed package shall be labeled with the name of the consulting firm and the name of the project: "RFP 20-xxxx Pre-Approved Housing Plans."

The Fee Proposal shall be submitted in a separate sealed envelope marked "Fee Proposal for Pre-Approved Housing Plans." Provide a complete summary of the estimated number of consulting hours, schedule of hourly rates for each classification, and the total not-to-exceed cost inclusive of ancillary costs, including travel requires to fully accomplish the Scope of Work described in Attachment C.

3. PROPOSAL OUTLINE

The proposal shall be concise and shall not include unnecessary promotional material. The proposal shall include the following items and be organized as follows:

- a. Letter of Transmittal: Describe your firm or team's interest and commitment in providing consulting services for the City of Porterville. An officer of the Consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the City shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
- b. Table of Contents: Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.
- c. Work Plan and Approach: Discuss your firm's understanding of the Scope of Work, and with regard to each Scope of Work element, briefly confirm the tasks envisioned to accomplish the element. Describe the method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project.

- d. Deliverables: Describe the expected deliverables to the City of Porterville.
- e. Key Personnel Background: Name, position, summary of qualifications, related experience and proposed responsibilities of project manager and key personnel. Resumes should be attached to the proposal in the appendices.
- f. Team Experience: Listing of similar projects or efforts completed in the last five years. Include the following information:
 - a. Client name, location of project, point of contact, and contact information
 - b. Description of project and year of completion
 - c. Key personnel involved
- g. References: Provide at least three references (name, company title, address, email, and telephone number)
- h. Personnel Allocation: Consultant shall provide an estimate of the required personnel hours by task and job title in the proposal for the tasks described in the scope of services. This information is not meant as a fee proposal, but only an indication of the level of effort envisioned for completion of the project.
- i. Cost: In a separate, sealed envelope, provide a complete summary of the estimated number of consulting hours, schedule of hourly rates for each classification, and total not-to-exceed cost of ancillary costs, including travel (if applicable) for the Scope of Services to be performed.
- j. Contractual Requirements: Provide evidence that the individual(s) submitting the proposal are authorized to commit the proposing firm for the completion of the work. Provide any comments or exceptions to the City's standard Agreement.

4. OTHER REQUIREMENTS

Please also note that applicants shall comply with the following terms.

- a. A copy of the City's standard professional services agreement is attached for your information (Attachment C).
- b. The Consultant shall procure the insurance as specified in the Agreement.
- c. Business License: In accordance with Section 15-5 of the Porterville Municipal Code, prior to the start of work, the Contractor/Consultant shall obtain a City of Porterville Business License. Additional Business License information is available at <http://www.ci.porterville.ca.us/depts/Finance/BusinessLicense.cfm>. Current fee rates are available by contacting the City of Porterville Finance Department at (559) 782-7457.
- d. Comments, if any, concerning the terms and conditions in the form of contract included in Attachment C. If not comments are made in the proposal, it will be assumed that Consultant will sign the attached contract.
- e. The City of Porterville reserves the right to reject any and all proposals; to waive any informality in any proposal; to select the proposal which appears from all consideration to be the most economical and advantageous to the City; and to make sure final selection and award for any other reason deemed to be in the best interest of the City of Porterville.

CITY OF PORTERVILLE
RFP 20-xxxx
Attachment B
SELECTION CRITERIA

SELECTION PROCESS:

The RFP process will establish a ranking based on how each proposal meets the qualifications of the Scope of Work, Attachment C, which details the specific project and the City's requirements. The proposal shall conform to the Proposal Requirements (Attachment A). It is important that all listed items be included in the proposal. Proposals which do not comply with all the requirements or the proposal deadline may, at the City's sole discretion, not be considered. The City reserves the right, in its sole discretion, to reject any or all proposals, and to negotiate specific requirements and costs using the selected proposal as a basis.

The selected consultant shall be required to enter into the City's standard professional services agreement, Attachment D. All Consultants that respond to the RFP with no comments to the proposed agreement shall be assumed to have agreed to execute said agreement, without changes, which will be a condition precedent to being retained by the City.

At the conclusion of the evaluation and interview (or if a best-qualified firm is selected without the need for an oral presentation), the City will enter into contract negotiations with the top-ranking firm. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate and the City will undertake negotiations with the second ranked firm. City staff will make recommendations to the Porterville City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

Furthermore, the City reserves the right to reject any or all proposals, and to waive any and all irregularities to choose the firm which, in the City's opinion, best serves the City's interests. The City reserves the right to extend submission due date; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means.

The City will not be liable for any costs incurred by the consulting firms' incidentals to the preparation of proposals or for developing and carrying out interview presentations, if needed. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals (RFP) and Sealed Fee Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. Payment of prevailing wages is not required for work under this RFP.

SELECTION CRITERIA:

Proposals will be evaluated based on the following criteria, where the highest possible score is 105 points.

- Capability to perform all or most aspects of the project: 15 pts.
- Recent experience in projects comparable to the proposed project and in specialized areas associated with the project: 20 pts.

- Firm's reputation for professional integrity and competence, demonstration and understanding of potential problems and the City's special concerns: 10 pts.
- Key personnel's professional background and caliber: 20 pts.
- Demonstrated ability to meet schedules or deadlines: 10 pts.
- Demonstrated ability to complete projects without having major cost escalations or overruns: 5 pts.
- Quality of previously undertaken projects: 15 pts.
- Evidence that the consultant is an equal opportunity employer: 5 pts.
- Firm is a qualified Disadvantaged Business Enterprise: 5 pts

CITY OF PORTERVILLE
RFP 20-xxxx
Attachment C
SCOPE OF WORK

General Expectations of Plans

This project is being funded by an SB2 Planning Grant, and as such has the expressed priority of increasing housing production, in particular affordable housing, by making available pre-approved plans for new development. The City intends to provide pre-approved construction plans for Single Units including ADUs and “tiny homes”; and Multi-Family Dwelling Units, such as duplexes, triplexes, and four-plexes. As such, these plans must meet all applicable codes, including the Porterville Development Ordinance regulations. To determine viability of pre-approved plans on the standard sized lots of the older areas of Porterville, conceptual plans were drawn by staff to ensure that lots with a dimension of 50 feet by 150 feet were conducive to the project’s requirements. Staff will review the conceptual plans with the chosen architect so as to provide preliminary guidance and expectations. The consultant will provide the City with physical copies of the plans as well as electronic versions upon finalization.

Key Features of the pre-approved plans would include:

- Proposed units should balance cost effective building strategies with quality architectural features and characteristics.
- Plans should be influenced by appropriate architectural styles so as to ensure cohesive compatibility throughout the community and be aesthetically appealing. Styles found throughout the Porterville area include but are not limited to: Craftsman, California Ranch, Gothic Revival, Queen Anne, Mission Revival, and Spanish Colonial Revival
- Designs should emphasize and maximize the utilization of outdoor spaces for recreational purposes by residents, balancing communal and private spaces. This can be achieved through a mixture of yard space, balconies and patios, and rooftop areas.
- Plans should incorporate green/environmentally-conscious features to ensure reduced energy consumption and energy efficiency.
- Proposals should include ADA adaptable units.
- The electric and plumbing components of plans should be consistent with standard infrastructure in this jurisdiction.

Single Family Unit Plans

The City of Porterville is requesting 3 sets of plans for ADUs (or “tiny homes”) with the following parameters:

1. Studio style (450 sq. feet)
2. One Bedroom/One Bathroom (600 sq. feet)
3. Two Bedroom/One Bathroom (800 sq. feet)

General Accessory Dwelling Unit Specifications: Although site plans would not be completed as a part of this contract, the following limitations may provide additional insight to design criteria. Site plans will be prepared either by the applicant or with assistance from staff.

- Detached Accessory Dwelling Units cannot exceed 1,200 square feet.
- Units shall not exceed 18 feet in height and must be 6 feet away from existing structures.
- Setbacks are defined in Chapter 201 of the Development Ordinance.
- Projections shall extend no more than three feet into the yard or be no closer than three feet to the property line.

Multi Family Unit Plans

The City of Porterville is also requesting 8 sets of plans for Multi-Family Units, using the following approximate parameters to develop options for duplexes, triplexes, and four-plexes:

Duplex Units:

1. Option 1:
 - a. Unit A: One Bedroom/One Bathroom (1050 sq. feet)
 - b. Unit B: One Bedroom/One Bathroom (1050 sq. feet)
2. Option 2:
 - a. Unit A: Two Bedroom/Two Bathroom (1100 sq. feet)
 - b. Unit B: Three Bedroom/Two Bathroom (1250 sq. feet)
3. Option 3:
 - a. Unit A: Three Bedroom/Two Bathroom (1400 sq. feet)
 - b. Unit B: Three Bedroom/Two Bathroom (1400 sq. feet)

Triplex Units:

1. Option 1:
 - a. Unit A: Three Bedroom/Two Bathroom (1450 sq feet)
 - b. Unit B: Two Bedroom/Two Bathroom (1300 sq feet)
 - c. Unit C: Two Bedroom/Two Bathroom (1300 sq feet)
2. Option 2:
 - a. Unit A: One Bedroom/One Bathroom (900 sq. feet)
 - b. Unit B: One Bedroom/One Bathroom (950 sq feet)
 - c. Unit C: Studio style (600 sq. feet)
3. Option 3:
 - a. Unit A: Two Bedroom/Two Bathroom (1100 sq. feet)
 - b. Unit B: Two Bedroom/One Bathroom (1000 sq. feet)
 - c. Unit C: Three Bedroom/Two Bathroom (1250 sq. feet)

Four-plex Units:

1. Option 1:
 - a. Unit A: Two Bedroom/One Bathroom (1100 sq feet)
 - b. Unit B: Two Bedroom/Two Bathroom (1200 sq feet)
 - c. Unit C: One Bedroom/One Bathroom (950 sq feet)
 - d. Unit D: One Bedroom/One Bathroom (950 sq feet)

2. Option 2:

- a. Unit A: Three Bedroom/Two Bathroom (1200 sq. feet)
- b. Unit B: Three Bedroom/Three Bathroom (1250 sq. feet)
- c. Unit C: Two Bedroom/Two Bathroom (1100 sq. feet)
- d. Unit D: Two Bedroom/One Bathroom (1050 sq. feet)

General Multi-Family Dwelling Unit Specifications: Although site plans would not be completed as a part of this contract, the following limitations may provide additional insight to design criteria. Site plans will be prepared either by the applicant or with assistance from staff.

- Must fit on a minimum lot size of 150 ft by 50 ft.
- Setbacks are defined in Chapter 201 of the Development Ordinance.
- Projections shall extend no more than three feet into the yard or be no closer than three feet to the property line.
- Designs should have a minimum of 200 sq. feet of private open space per unit and 100 sq. feet of common open space per unit; however staff encourages more open space per unit, common or private, if possible.
- Courtyards surrounded by building walls on 3 sides shall have a minimum dimension of 20 feet.
- Building heights shall not exceed 50 feet.
- Orientation of parking structures and lots should not exceed more than 30% of the lot frontage.
- Parking: 1 spot per studio, 1.5 per one bedroom unit, 2 per 2 bedroom unit, and .5 per bedroom above 2 bedrooms. 1 space per unit shall be covered.
- Entrances to buildings shall be oriented to the street and present a pedestrian scaled entry.
- To avoid bulky and large scale appearance, designs should incorporate two of the following features:
 - i. Façade Articulation: All street-facing facades must have at least one horizontal or vertical projection or recess at least 4 feet in depth, or two projections/recesses at least 2.5 feet for every 25 horizontal feet of wall. On buildings with two or more stories, the projections must be greater than one story in height and may be grouped rather than evenly spaced.
 - ii. Variable roof form: Variable roof forms shall be incorporated and no more than two side by side units may be covered by one unarticulated roof. Articulations may be accomplished by changing roof height, offsets. And introducing elements such as dormers, towers, or parapets.
 - iii. Façade Detailing and Materials: all visible facades incorporate details such as: window trim, window recesses, cornices, changes in materials or other design elements, in an integrated composition. Each side of the building that is visible from the public right of way shall be designed with complementary level of detailing and quality of materials.
 - iv. Use of Balconies, Bay Windows, and Other Such Projections or Recesses: the building incorporates balconies, bay windows, entry porches, or other projections and recesses in a pattern that creates architectural interest across the length of the façade

Permit Ready Construction Drawings

The Consultant shall present complete architectural and engineering drawings and plans that would result in the successful issuance of a Building Permit in this jurisdiction, including but not limited to: Elevations, Floor plan, Foundation Plan, Mechanical Plan, Plumbing Plan, Electrical Plan, Detail Sheets, Green Plan, Solar Plan, Fire Sprinkler Plans and Calculations, Truss Calculations, Title 24 Compliance Testing and applicable forms, Engineered stamped Structural Calculations.

Preliminary Construction Estimates

Based on Consultant Experience and Understanding, provide rough cost estimates and construction schedule to better assist homeowners and developers in selecting an alternative.

City of Porterville Responsibilities

The City will provide copies of all local guidelines, and furnish all other information in City's possession reasonably necessary for Consultant to complete the objectives of this Scope of Work.

SERVICE AGREEMENT

DATE: {DATE}

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

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

Project Name: Porterville Pre-Approved Housing Plans

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

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

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

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

SECTION 3. COMPLETION DATE:

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

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

(i) Professional Liability Insurance

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

(ii) General Liability

Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

(iii) Auto Liability

Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

(iv) Worker's Compensation

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

(v) Indemnity for Professional Liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, including the cost to defend and hold harmless City and any of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal consultant's fees and costs but only to the extent the Consultant (and

its Sub-Consultants) are responsible for such damages, liabilities, and costs on a comparative basis of fault between the Consultant (and its Sub-Consultants) and the City in the performance of professional services under this agreement.

(vi) Indemnity for Other than Professional Liability

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

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION:

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

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

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By _____

By _____

Date _____

Date _____

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL
SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-PGP-13583

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Porterville

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

12/31/2022

3. The maximum amount of this Agreement is:

\$310,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PGP Terms and Conditions	8
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Porterville

CONTRACTOR BUSINESS ADDRESS

291 N Main Street

CITY

Porterville

STATE

CA

ZIP

93257

PRINTED NAME OF PERSON SIGNING

Jeffrey Byers
CONTRACTOR AUTHORIZED SIGNATURE

TITLE

*Community Development
Director*
DATE SIGNED
4/10/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)



CITY COUNCIL AGENDA – SEPTEMBER 1, 2020

SUBJECT: Ratification of Emergency Expenditure - City Hall Fire Alarm Installation

SOURCE: Engineering and Project Management

COMMENT: The City Hall fire alarm, located at 291 N Main Street, has experienced an operational failure requiring City Hall to be on a 24-hour fire watch until it can be replaced; it is imperative that the system be replaced as soon as possible for the safety of the structure and the staff within.

Municipal Code Section 2-38, Emergency Expenditures/Appropriations, authorizes an expenditure of up to \$100,000 in an extraordinary emergency for the preservation of the public peace, health, or safety. Pursuant to Municipal Code Section 2-38, these circumstances were communicated to the Mayor by the City Manager and the expenditure was approved by the Mayor due to the extraordinary emergency of the situation. A copy of Municipal Code Section 2-38 is attached for your reference.

Staff worked with a consultant for the design of a non-proprietary replacement fire alarm system and said design has been approved for permit issuance by the Fire Marshal; permit issuance is only waiting on a licensed contractor to complete the work. Due to the need for emergency work, the normal sealed bid process was not used; emailed quotes were obtained. Three bids were requested and one bid was received from these local fire alarm companies (failure to submit a bid by 5:00 p.m., Tuesday, August 25, 2020, was considered non-responsive):

<u>Company</u>	<u>Bid Amount</u>
Cosco Fire Protection	Non-responsive
Jorgensen Company	\$63,936
Matson Alarm	Non-responsive

Jorgensen Company was the only responsive bidder. Staff has reviewed their bid and found it acceptable. An additional \$6,396 is required for construction contingency (10%). It is anticipated that an additional \$6,396 (10%) is required for construction management and inspection services for a total project cost of \$76,728.

Funding for this project will come from the Risk Management Fund.

RECOMMENDATION: That City Council:

Item No. 2.

- 1) Ratify the determination that emergency replacement of the City Hall fire alarm, located at 291 N Main Street, is necessary and meets the emergency criteria as promulgated in Article VII, Section 2-38 of the City Code;
2. Direct the Finance Director to initiate a Purchase Order to Jorgensen Company in an amount not to exceed amount of \$70,329 (including 10% contingency);
3. Authorize an additional \$6,396 (10%) for construction management and quality control; and
4. Direct the Finance to make payment to Jorgensen Company upon receipt of invoice approved by the Engineering & Project Management Director.

ATTACHMENTS:

1. Municipal Code 2-38 Emergency Expenditures Appropriations
2. Jorgensen Company Bid Proposal - City Hall Fire Alarm

Appropriated/Funded:

Review By:

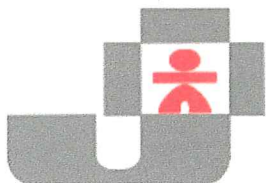
Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

2-38: EMERGENCY EXPENDITURES/APPROPRIATIONS:

An appropriation and/or expenditure of up to one hundred thousand dollars (\$100,000.00) is authorized without additional prior council approval, if: a) the city manager has requested that such an appropriation/expenditure be made; b) the mayor has determined that the circumstances for the request constitute an extraordinary emergency, meaning that there is an immediate need to make such appropriation/expenditure for the preservation of the public peace, health or safety; and c) the city manager notifies the council of the specific appropriation/expenditure in writing. (Ord. 1704 § 1, 10-3-2006)



JORGENSEN COMPANY

2467 Foundry Park Avenue

Fresno, CA 93706

Ph. (559) 268-6241 Fax (559) 268-5239

August 20, 2020

Email for:

Company	City of Porterville
Attention	Sarah Weaver
Phone Number	559.791.7843
Fax Number	559.791.7830
Email Address	sweaver@ci.porterville.ca.us
Page 1 of	3

From the desk of:

Systems Construction Mgr.	Chris O'Neill
Mobile/Cell Phone Number	559.355.9364
Business Number	559.268.6241 ext. 4103
Email Address	coneill@jorgensenco.com
Subject	Proposal & Contract
Quote / Contract Number	AB200807
Regarding	Fire Alarm System

Note on All Signed Contracts:

Credit for billing must be approved in advance by the Jorgensen Company Credit Department before the start of any projects and/or service. If you have any questions, please call and ask for our Credit Department. Thank you.

CONFIDENTIALITY NOTICE: The information contained in this transmission, including any and all attachments, is intended solely for use by the individual(s) and/or entity (ies) to which it is addressed and may contain attorney-privileged and confidential information. If you are not the named addressee, you are hereby notified that any review, dissemination, distribution or copying of this transmission, or any and all attachments, is strictly prohibited. If you have received this transmission in error, please contact the sender immediately and destroy any and all paper copies.

PROPOSAL AND CONTRACT
JORGENSEN COMPANY
2467 FOUNDRY PARK AVE., FRESNO, CA 93706
PHONE: 559-268-6241 FAX: 559-268-5239
DIR #1000005961

Porterville City of
291 North Main Street
Porterville, CA 93257

August 17, 2020
Quote #AB200807
Page 1 of 3

Project: Install new Potter Signal Fire Alarm System located at City Hall, City of Porterville 291 North Main Street Porterville, California 93257, as shown on approved plans sheets FA-01, & FA-02, dated 7,29,2020.

Attention: Sarah Weaver sweaver@ci.porterville.ca.us

Jorgensen Company proposes to furnish all materials and perform all labor necessary to complete the following: Furnish and install a fire alarm system at Porterville City Hall as shown on the approved plans FA-01, & FA-02 dated 7,29,2020. The existing fire alarm system components, and wiring shall be removed before start of the new installation. The existing 120 VAC power feed to the existing fire alarm panel shall be reused for the new fire alarm control. The new fire alarm cable shall be installed exposed in the attic spaces. Existing wiremold shall remain and be reused in the corridor next to the courtyard.

The following is a list of the major fire alarm components:

One (1) Potter Electric Signal Co., model # AFC-1000 control panel, seismic bracket model #SBK, and two (2) batteries 12 vdc 12 amp hour model #PS-12120.
One (1) Potter Electric Signal Co., model # RA-6500RF remote annunciator.
One (1) Potter Electric Signal Co., model # PAD100-PSDA pull station.
One (1) Potter Electric Signal Co., model # PAD100-HD heat detector, with model #PAD100-6DB detector base.
Twenty-One (21) Potter Electric Signal Co., model # PAD100-PD smoke detector, with model #PAD100-6DB detector base.
Eleven (11) Potter Electric Signal Co., model # PAD100-DUCTR duct detector.
Eleven (11) Potter Electric Signal Co., model # PAD100-DRTS duct detector test switch
Eleven (11) Potter Electric Signal Co., model # PAD100-RM relay module
Two (2) Potter Electric Signal Co., model # PAD100-SIM single input module
Twelve (12) Potter Electric Signal Co., model # CS-24R ceiling strobe.
Twenty-Three (23) Potter Electric Signal Co., model # CHS-24R ceiling horn strobe.
One (1) Potter Electric Signal Co., model # HS-24WR-WP wall weather proof horn strobe.
Two (2) Potter Electric Signal Co., model HS-24WR wall horn strobe.
One (1) Space Age Electronics, model SSU00685 fire alarm document cabinet.
One (1) Telguard LTE, model # TG7LVF02 Fire Communicator with one (1) battery 12 vdc 7 amp hour model # PS-1270.

Jorgensen Company will provide the following:

1. Furnish and install the new Potter Electric Signal Co. AFC-1000 Fire Control Panel, and field devices as listed above.
2. Furnish programming of the Potter Electric Signal AFC-1000 fire alarm control panel.
3. Test new fire alarm system with the AHJ.
4. Jorgensen Company will prepare required as-built drawings as required by the Fire Department for this project.
5. Jorgensen Company shall remove existing fire alarm devices, and wiring.

The following items are not included and are to be provided by City of Porterville:

1. Permits and fees.
2. Approved fire alarm drawings.
3. Premium time or overtime (Work shall be performed during regular hours, 7:00am – 4:00 pm, Mon.-Fri.).
4. Provide the Department of Industrial Relations project number for this project.
5. All painting and patching.
6. The HVAC shutdown interconnection between each fire alarm duct smoke detector relay and the HVAC unit to be furnished and installed by the City of Porterville's HVAC contractor. (total of 11 HVAC units)
7. Removing or relocating customer's equipment or product to access work area.

Project: Install new Potter Signal Fire Alarm System located at City Hall, City of Porterville 291 North Main Street Porterville, California 93257, as shown on approved plans sheets FA-01, & FA-02, dated 7,29,2020.

This quote is based on the job being a prevailing wage project.

**** ALARM AND MONITORING SHUT-DOWN IS CUSTOMER RESPONSIBILITY ** IF FEE'S OR FINES ARE INCURRED FOR FIRE DEPARTMENT RESPONSE, THEY WILL BE BILLED TO CUSTOMER WITH \$40.00 PROCESSING CHARGE**

The cost for receiving the transmission of the fire alarm signal at the UL LISTED receiving station shall be billed separately, at \$600.00 per year. A list of people for the receiving company to call when the fire alarm is activated will be needed by Jorgensen Company prior to programming the control panel.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the following:

Sum of Sixty- Three Thousand Nine Hundred Thirty-Six Dollars & 00/100 (\$63,936.00).

Above prices are good for 30 days.

The full amount is due and payable in advance unless credit has been approved by the Jorgensen Company Credit department.

If credit is approved progress payments are to be made as the work progresses to the value of one hundred percent (100%) of all work completed. A mobilization fee of 10% of the contract value is due and payable at the acceptance of the contract with incremental payments due as follows: Progressive payments shall be due and payable within 30 days of invoice date. Final payment is due and payable within 30 days of Jorgensen Company's work completion invoice date. Note: The AHJ (Authority Having Jurisdiction) acceptance will not be required for final payment. All amounts are due and payable in U.S. dollars in Fresno, CA. I/We give permission for personal credit information to be obtained regarding sole proprietorships and partnerships. I/We authorize a full investigation of any and all application information, including but not limited to consumer and/or commercial credit reports in connection with this application. The credit user agrees to pay a finance fee of 18% per annum on balances over 31 days. In the event of assignment of an account to collections, Jorgensen Co. is entitled to collection agency fees as enumerated as follows: 25% for full service collections, 35% for attorney involvement/litigation, and 50% for special handling: bankruptcy, closed businesses, and skip tracing. If legal action is necessary, the credit user agrees to pay court costs and attorney's fees as awarded by the Court. The venue shall be in the City of Fresno, the County of Fresno, and the State of California. All invoices are due upon issuance date of each invoice and will be considered delinquent 31 days after the date of the invoice. Any variations involving extra costs require the execution of a change order and will become due along with the final payment. All agreements must be made in writing.

Name and Registration Number of any salesperson
Who solicited or negotiated this contract:

Chris O'Neill (559) 268-6241 ext. 4103

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

**Contractors State License Board
9821 Business Park Dr.
Sacramento, California 95827**

Respectfully submitted by:
Jorgensen Company
2467 Foundry Park Avenue
Fresno, California 93706

Contractors State License No. 262995

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

Quote: AB200807

August 17, 2020

Page 3 of 3

Project: Install new Potter Signal Fire Alarm System located at City Hall, City of Porterville 291 North Main Street Porterville, California 93257, as shown on approved plans sheets FA-01, & FA-02, dated 7,29,2020.

Should Jorgensen Company incur attorney's fees with or without the institution of court or arbitration proceedings in connection with the collection of any account due by the undersigned, the undersigned agrees to pay reasonable attorney's fees and all court and arbitration costs in connection with any such proceeding.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which City of Porterville agree to pay the amount mentioned in said proposal, and according to the terms thereof.

ACCEPTED BY _____ Date _____, 2020

PRINT NAME AND TITLE _____

LEGAL BUSINESS NAME _____ ☐ Corporation ☐ LLP *If a sole proprietor
include the name and address of the owner*

JORGENSEN COMPANY
AUTHORIZED SIGNATURE _____ Date _____, 2020

PRINTED NAME AND TITLE _____

NOTICE TO OWNER

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.



CITY COUNCIL AGENDA – SEPTEMBER 1, 2020

SUBJECT: Authorization for Police Vehicle Repairs

SOURCE: Police

COMMENT: On April 12, 2020, two Police Department Dodge Chargers (Unit #3334 and Unit #3385) were involved in a vehicle collision while responding to an emergency situation and pursuing a wanted felon, resulting in both vehicles sustaining moderate damage.

Research was completed by Department staff and it was determined that it would be more fiscally prudent to repair the vehicles than to replace them. The damaged vehicles have low mileage and have several years remaining in their current replacement cycle. A replacement police vehicle would cost approximately \$50,000 per vehicle, while repairing the damages to both vehicles was initially estimated \$24,662. The repairs to the vehicles would allow them to be returned to service for several more years.

Department staff obtained three quotes to repair the damages to each vehicle:

2014 Dodge Charger/Unit #3334:
Milinich Body Works - \$8,662.67
Golden State Paint and Body- \$10,242.08
Porterville Collision Center- \$11,02.31

2019 Dodge Charger/ K9 Unit #3385:
Milinich Body Works - \$16,000
Porterville Collision Center- \$20,690.05
Golden State Paint and Body- \$25,074.02

This item had previously been brought before the City Council on July 7th and was approved; however, during the repair of the vehicles, additional unforeseen damage was determined to have been caused which required additional repairs. These repairs were in excess of the 10% contingency and therefore require additional Council approval.

Based on the amended quotes provided, the Department is requesting authorization to enter into an agreement with Milinich Body Works to repair the damages to both Police units for an estimated cost of approximately \$35,767.86.

Funds for these repairs are available in the current Police Department Vehicle

Item No. 3.

Replacement budget.

RECOMMENDATION: That the City Council:

- 1) Authorize repairs by Milinich Body Works to 2014 Dodge Charger (Unit #3334) and 2019 Dodge Charger (Unit #3385) for an estimated total cost of \$35,767.86; and,
- 2) Authorize a 10% contingency cost for damage that is not yet known but may be present upon repair of each vehicle; and,
- 3) Authorize payment upon satisfactory completion of repairs.

ATTACHMENTS: 1. 2014 DODGE
 2. 2019 DODGE

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

MILINICH BODY WORKS

631 N SUNNYSIDE ST, milinich@sbcglobal.net,
PORTERVILLE, CA 93257
Phone: (559) 784-8827
FAX: (559) 784-2972

Workfile ID: e3901d3f
PartsShare: 5Phfqk
Federal ID: 90-0787680
State EPA: S412
BAR: ARD00279737

Preliminary Estimate**Customer: PORTERVILLE, CITY OF****Job Number:**

Insured: PORTERVILLE, CITY OF
Type of Loss:
Point of Impact: 01 Right Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
PORTERVILLE, CITY OF

Inspection Location:
MILINICH BODY WORKS
631 N SUNNYSIDE ST
milinich@sbcglobal.net
PORTERVILLE, CA 93257
Repair Facility
(559) 784-8827 Business

Insurance Company:

VEHICLE

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLACK AND WHITE

VIN: 2C3CDXAT1EH191048
License:
State: CA

Interior Color:
Exterior Color: BLACK AND WHITE
Production Date:

Mileage In:
Mileage Out:
Condition:
Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Tinted Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Climate Control

RADIO

AM Radio
FM Radio

Stereo

Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats
Bucket Seats
Redining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
Power Trunk/Gate Release

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLACK AND WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	**	Repl A/M RT Fender	55113584AB	1	141.00	1.6	2.0
3		Add for Clear Coat		0	0.00	0.0	0.8
4		Add for Edging		0	0.00	0.0	0.5
5		Add for Clear Coat		0	0.00	0.0	0.1
6	**	Repl A/M RT Fender liner	68083028AH	1	63.00	Incl.	0.0
7		FRONT BUMPER					
8		O/H front bumper		0	0.00	2.7	0.0
9	**	Repl A/M KEYSIQ Bumper cover w/adaptive cruise	68092597AA	1	217.00	Incl.	3.2
10		Add for Clear Coat		0	0.00	0.0	1.3
11		Repl RT Bumper cover retainer	4878883AA	1	3.35	0.0	0.0
12		FRONT LAMPS					
13	*	Repl USED RT Headlamp assy w/o HID +25%	57010410AF	1	203.75	0.4	0.0
14		RADIATOR SUPPORT					
15	**	Repl A/M KEYSIQ Radiator support	68142202AA	1	357.00	1.0	1.0
16		Evacuate & recharge		0	0.00 m	1.4	0.0
17		Refrigerant recovery		0	0.00 m	0.4	0.0
18		Aim headlamps		0	0.00	0.5	0.0
19		HOOD					
20	*	Repl USED hood +25%	68089361AB	1	737.50	0.6	3.0
21		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
22		Add for Clear Coat		0	0.00	0.0	0.5
23		Refn underside		0	0.00	0.0	1.5
24		FRONT DOOR					
25	*	Repl USED RT door assy +25%	68089370AD	1	593.75	2.1	3.1
26		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
27		Add for Clear Coat		0	0.00	0.0	0.5
28		Repl RT Door w'strip	68040044AJ	1	120.00	0.4	0.0
29		R&I RT Power mirror w/o heat, w/o memory, w/o blind spot blue		0	0.00	0.5	0.0
30		R&I RT Handle, outside black		0	0.00	0.4	0.0
31		R&I RT R&I trim panel		0	0.00	0.5	0.0
32		Repl RT Upper hinge	55113660AC	1	60.45	0.3	0.5
33		Overlap Minor Panel		0	0.00	0.0	-0.2
34		Repl RT Lower hinge	55113664AI	1	65.60	0.3	0.5
35		Overlap Minor Panel		0	0.00	0.0	-0.2
36		REAR DOOR					
37	*	Repl USED RT door assy +25%	68089372AE	1	906.25	1.6	3.0
38		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
39		Add for Clear Coat		0	0.00	0.0	0.5
40		R&I RT Belt w'strip		0	0.00	0.3	0.0

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLACK AND WHITE

41	R&I	RT Handle, outside black		0	0.00	0.4	0.0
42	R&I	RT R&I trim panel		0	0.00	0.5	0.0
43	Repl	RT Upper hinge	55113660AC	1	60.45	0.3	0.5
44		Overlap Minor Panel		0	0.00	0.0	-0.2
45	Repl	RT Lower hinge	68148514AB	1	63.10	0.3	0.5
46		Overlap Minor Panel		0	0.00	0.0	-0.2
47	QUARTER PANEL						
48	*	Repl	USED RT quarter panel	68096292AD	1	<u>400.00</u>	16.0 3.4
49			Overlap Major Adj. Panel		0	0.00	0.0 -0.4
50	*		Add for Clear Coat		0	0.00	0.0 0.6
51	#	Repl	TRIM USED QTR. PANEL TO FIT		1	0.00	2.0 0.0
52		Repl	RT Outer wheelhouse	68037790AB	1	125.00 s	6.0 0.8
53			Overlap Minor Panel		0	0.00	0.0 -0.2
54		Repl	RT Inner wheelhouse	68087134AC	1	342.00 s	6.0 0.8
55			Overlap Minor Panel		0	0.00	0.0 -0.2
open		Repl	RT Trough	68080746AC	1	36.00	2.0 0.6
57			Overlap Minor Panel		0	0.00	0.0 -0.2
58	REAR LAMPS						
59	*	Repl	USED RT Tail lamp assy +25%	57010414AF	1	118.75	<u>0.4</u> 0.0
60	FRONT SUSPENSION						
61		Repl	RT Cap	4782982AB	1	12.60	0.0 0.0
62		Repl	RT Strut mount	5181575AA	1	65.35	0.0 0.0
63		Repl	RT Splash shield	4779794AB	1	12.10 m	Incl. M 0.0
64		Repl	RT Lower cntrl arm w/o touring susp.	5168389AB	1	192.00 m	1.4 M 0.0
65		Repl	RT Knuckle w/o Brembo brakes	5168420AF	1	794.00 m	2.0 M 0.0
66			Deduct for Overlap		0	0.00	-0.6 M 0.0
67	REAR BUMPER						
68		R&I	R&I bumper cover		0	0.00	1.2 0.0
69		Repl	RT Side support	57010288AD	1	17.85	0.1 0.0
70	*	Rpr	Bumper cover w/o rev sensor		0	0.00	<u>1.5</u> 3.2
71			Add for Clear Coat		0	0.00	0.0 1.3
72	#		DEDUCT FOR SPOT PAINT		1	0.00	0.0 -0.5
73	#		FRONT WHEEL ALIGNMENT		1	65.00 X	0.0 0.0
74	#		CORROSION PROTECTION		1	6.00	0.2 0.0
75	#		COVER CAR		1	10.00	0.2 0.0
76	#		HAZARDOUS WASTE REMOVAL		1	3.00 X	0.0 0.0
77	WHEELS						
78	**	Repl	RECOND RT/Front Wheel, steel w/police 18", RWD	4895425AE	1	148.00 m	0.3 M 0.0
79		Repl	RT/Front Hub cap	4895432AA	1	85.75	0.0 0.0
80	#	Repl	RT/Front Shock Absorber prt# 68072066ac		1	179.00	1.4 0.0
81	#	Repl	RT/Front Ball Joint Kit prt# 68159271aa		1	184.00	0.0 0.0
82	#	Repl	RT Strut tension prt# 5168652AC		1	138.00	1.4 M 0.0

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLACK AND WHITE

83	PILLARS, ROCKER & FLOOR						
84	Sect	RT Aperture panel hinge pillar w/roof rail	68096290AD	1	590.00 s	15.5	1.6
85		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
86	*	Add for Clear Coat		0	0.00	0.0	0.2
87		Deduct for Overlap		0	0.00	-2.0	0.0
88	#	FRAME SET-UP		1	0.00	1.0 F	0.0
89	#	FRAME PULL		1	0.00	2.0 F	0.0
SUBTOTALS					7,116.60	74.5	31.6

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			7,048.60
Body Labor	67.0 hrs @	\$ 60.00 /hr	4,020.00
Paint Labor	31.6 hrs @	\$ 60.00 /hr	1,896.00
Mechanical Labor	4.5 hrs @	\$ 80.00 /hr	360.00
Frame Labor	3.0 hrs @	\$ 62.00 /hr	186.00
Paint Supplies	31.6 hrs @	\$ 33.00 /hr	1,042.80
Miscellaneous			68.00
Subtotal			14,621.40
Sales Tax	\$ 8,091.40 @	9.2500 %	748.45
Grand Total			15,369.85
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			15,369.85

THIS DAMAGE IS BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK IS OPENED UP. OCCASIONALLY AFTER THE WORK HAS STARTED, WORN OR DAMAGED PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON FIRST INSPECTION.

Customer: PORTERVILLE, CITY OF

Job Number:

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLACK AND WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 07/17/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinishing operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLACK AND WHITE

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1241275V A/M RT Fender Quote: 553146727 Expires: 05/28/20	\$ 141.00
6	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1249154 A/M RT Fender liner Quote: 553147351 Expires: 05/28/20	\$ 63.00
9	Keystone-Insurance-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1000993 A/M KEYSIQ Bumper cover w/adaptive cruise	\$ 217.00
13	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~242095173 USED RT Headlamp assy w/o HID +25% Headlamp Assembly R, SE, (HALOGEN), R,S#\$TL495 Quote: 553150478 Expires: 05/28/20	\$ 163.00
15	Keystone - P+ B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1225235PP A/M KEYSIQ Radiator support	\$ 357.00
20	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~254055853 USED hood +25% Hood SE,4DR SE,S#YC1508 Quote: 629292945 Expires: 09/15/20	\$ 590.00
25	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~249676989 USED RT door assy +25% Door Assembly, Front R.,S#\$Y0557 Quote: 553153817 Expires: 05/28/20	\$ 475.00
37	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~252792414 USED RT door assy +25% Door Assembly, Rear RT,4DR,GQX9,PW R, R.,S#YC1466 Quote: 612966869	\$ 725.00

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLACK AND WHITE

Expires: 08/24/20

48	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~242507166 USED RT quarter panel Quarter Panel Assembly CHARGER,4DR,W/SUN R, R.,S#YC1441 Quote: 553160942 Expires: 05/28/20	\$ 305.00
59	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~242507165 USED RT Tail lamp assy +25% Tail Lamp CHARGER,4DR R, QUARTER PANEL MOUNTED, R.,S#YC1441 Quote: 553165130 Expires: 05/28/20	\$ 95.00
78	Blackburn's Hubcap & Wheel 1001 Paster Court Macedonia OH 44056 (800) 981-8321	#556837 RECOND RT/Front Wheel, steel w/police 18", RWD Quote: 624124313 Expires: 04/20/20	\$ 148.00



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MILINICH BODY WORKS

631 N SUNNYSIDE ST, milinich@sbcglobal.net,
PORTERVILLE, CA 93257
Phone: (559) 784-8827
FAX: (559) 784-2972

Workfile ID: afc1e5a9
PartsShare: 5Phvqw
Federal ID: 90-0787680
State EPA: S412
BAR: ARD00279737

Supplement of Record 1 with Summary**Customer: PORTERVILLE, CITY OF****Job Number:**

Written By: MIKE MILINICH, 7/31/2020 3:50:14 PM

Insured: PORTERVILLE, CITY OF
Type of Loss:
Point of Impact: 11 Left Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
PORTERVILLE, CITY OF

Inspection Location:
MILINICH BODY WORKS
631 N SUNNYSIDE ST
milinich@sbcglobal.net
PORTERVILLE, CA 93257
Repair Facility
(559) 784-8827 Business

Insurance Company:**VEHICLE**

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

VIN: 2C3CDXKT4KH733124
License: 1582362
State: CA

Interior Color:
Exterior Color: BLACK
Production Date:

Mileage In:
Mileage Out:
Condition:
Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Tinted Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Backup Camera
Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
California Emissions
Power Trunk/Gate Release

Supplement of Record 1 with Summary

Customer: PORTERVILLE, CITY OF

Job Number:

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	**	Repl A/M LT Fender	68213061AC	1	222.00	1.6	2.0
3		Add for Clear Coat		0	0.00	0.0	0.8
4		Add for Edging		0	0.00	0.0	0.5
5		Add for Clear Coat		0	0.00	0.0	0.1
6	**	Repl A/M CAPA LT Fender liner 3.6L, 5.7L	68205937AG	1	94.00	Incl.	0.0
7	**	S01 Repl A/M CAPA RT Fender	68213060AC	1	255.00	1.6	2.0
8		S01 Overlap Major Adj. Panel		0	0.00	0.0	-0.4
9		S01 Add for Clear Coat		0	0.00	0.0	0.3
10		S01 Add for Edging		0	0.00	0.0	0.5
11		S01 Add for Clear Coat		0	0.00	0.0	0.1
12		FRONT BUMPER					
13		S01 O/H front bumper		0	0.00	3.4	0.0
14	**	S01 Repl A/M CAPA Bumper cover	68267765AC	1	538.00	Incl.	3.4
15		S01 Add for Clear Coat		0	0.00	0.0	1.4
16	**	S01 Repl A/M CAPA Closure panel	68226530AF	1	129.00	Incl.	0.0
17	**	S01 Repl A/M KEYSIQ LT Support inner	68226533AA	1	23.00	Incl.	0.0
18	**	S01 Repl A/M KEYSIQ LT Support outer	68213538AC	1	6.00	Incl.	0.0
19	**	S01 Repl A/M KEYSIQ LT Bumper bracket	68226545AB	1	23.00	0.1	0.0
20		S01 Repl Lower grille w/o adaptive cruise	68214782AB	1	100.00	Incl.	0.0
21		S01 Repl Air duct	68236752AA	1	47.50	Incl.	0.0
22		FRONT LAMPS					
23		Repl LT Headlamp assy w/o HID	68410313AC	1	859.00	0.4	0.0
24	**	Repl A/M CAPA LT Side marker lamp	68214405AA	1	29.00	Incl.	0.0
25		RADIATOR SUPPORT					
26	**	Repl A/M CAPA Radiator support	68200478AC	1	229.00	1.0	1.0
27	**	Repl A/M KEYSIQ Front shield w/o severe duty cooling 3.6, 5.7 liter	68214511AC	1	227.00	Incl.	0.0
28		S01 Repl LT Support bracket	68249077AA	1	7.35	0.1	0.0
29		HOOD					
30	*	Repl USED hood +25%	68265445AB	1	975.00	0.6	3.0
31		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
32		Add for Clear Coat		0	0.00	0.0	0.5
33	*	Repl USED RT Hinge +25%	55113550AG	1	50.00	0.3	0.5
34		Overlap Minor Panel		0	0.00	0.0	-0.2
35	**	Repl A/M LT Hinge	55113551AG	1	62.00	0.3	0.5
36		Overlap Minor Panel		0	0.00	0.0	-0.2
37		WHEELS					
38		Repl LT/Front Wheel, steel w/police 18", AWD	68206561AA	1	195.00 m	0.3	0.0
39	#	Repl LT REAR DOOR SHELL		1	800.00	2.5	3.0
40		REAR DOOR					

Supplement of Record 1 with Summary

Customer: PORTERVILLE, CITY OF

Job Number:

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

41	Repl	LT Door w'strip	68040047AM	1	123.00	0.4	0.0
42	Repl	LT Lower w'strip	68040043AB	1	12.25	0.2	0.0
43	R&I	LT Handle, outside black		0	0.00	0.4	0.0
44	R&I	LT R&I trim panel		0	0.00	0.5	0.0
45	* S01	Repl USED LT door assy +25%	55113521AE	1	812.50	1.6	3.0
46	S01	Overlap Major Adj. Panel		0	0.00	0.0	-0.4
47	S01	Add for Clear Coat		0	0.00	0.0	0.5
48	S01	Repl LT Door w'strip	68040047AN	1	123.00	0.4	0.0
49	QUARTER PANEL						
50	Repl	LT Quarter panel	68265443AF	1	875.00	18.0	3.4
51		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
52	*	Add for Clear Coat		0	0.00	0.0	0.6
53	RESTRAINT SYSTEMS						
54	Repl	RT Ft impact sensor	56054085AA	1	130.00 m	0.3	0.0
55	Repl	LT Ft impact sensor	56054085AA	1	130.00 m	0.3	0.0
56	Repl	LT Side impact sens B-pillar	56054085AA	1	130.00 m	0.2	0.0
57	Repl	LT Side impact sens C-pillar	56054085AA	1	130.00 m	0.2	0.0
58	Repl	Control module w/police	68371749AA	1	297.00 m	0.6	0.0
59	Repl	LT Retractor assy black	1HZ05DX9AI	1	252.00	0.7	0.0
60	Repl	LT Buckle end black	6MS011X9AA	1	170.00	0.2	0.0
61	S01	Repl RT Position sensor	56054036AB	1	18.70 m	0.4	0.0
62	S01	Repl LT Position sensor	56054036AB	1	18.70 m	0.4	0.0
63	S01	Repl LT Head air bag support	68044051AC	1	48.00	0.0	0.0
64	S01	Repl RT Side impact sens B-pillar	56054085AA	1	170.00 m	0.2	0.0
65	S01	Repl RT Retractor assy black	1HZ06DX9AI	1	259.00	0.7	0.0
66	S01	Repl RT Buckle end black	6MS001X9AA	1	180.00	0.2	0.0
67	* S01	Repl USED Knee air bag +25%	5057792AH	1	187.50 m	0.6	0.0
68	STEERING COLUMN						
69	Repl	Module steering column w/o power tilt w/o heated steering whl	6NE92DX9AC	1	374.00 m	0.7	0.0
70	INSTRUMENT PANEL						
71	Repl	Instrument panel w/o column shift	6DE36DX9AC	1	2,170.00	6.8	0.0
72	#	Subl REPLACE FRONT GLASS		1	400.00 X	0.0	0.0
73	#	COVER CAR		1	5.00 X	0.3	0.0
74	ROOF						
75	R&I	R&I headliner		0	0.00	3.4	0.0
76	VEHICLE DIAGNOSTICS						
77	*	Repl Post-repair scan		1	125.00 m	0.0	0.0
78		Repl Pre-repair scan		1	0.00 m	0.0	0.0
79	#	HAZARDOUS WASTE REMOVAL		1	3.00 X	0.0	0.0
80	#	FRONT WHEEL ALIGNMENT		1	65.00 X	0.0	0.0
81	#	Repl RECYCLED PASSANGER AIR BAG		1	450.00	0.5	0.0
82	#	Repl RECYCLED DRIVERS AIR BAG		1	500.00	0.4	0.0
83	#	Repl LEFT SIDE CURTAIN AIR BAG		1	100.00	0.8	0.0

Supplement of Record 1 with Summary

Customer: PORTERVILLE, CITY OF

Job Number:

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

84	PILLARS, ROCKER & FLOOR							
85	S01	Repl	LT Rocker molding w/o SRT HELLCA	1LP87TZZAG	1	365.00	Incl.	1.7
86	S01		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
87	*	S01	Add for Clear Coat		0	0.00	0.0	0.3
SUBTOTALS						13,494.50	51.6	27.1

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				13,021.50
Body Labor	51.6 hrs	@	\$ 60.00 /hr	3,096.00
Paint Labor	27.1 hrs	@	\$ 60.00 /hr	1,626.00
Paint Supplies	27.1 hrs	@	\$ 33.00 /hr	894.30
Miscellaneous				473.00
Subtotal				19,110.80
Sales Tax	\$ 13,915.80	@	9.2500 %	1,287.21
Grand Total				20,398.01
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				20,398.01

Supplement of Record 1 with Summary

Customer: PORTERVILLE, CITY OF

Job Number:

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Deleted Items							
7		FRONT BUMPER					
8		O/H front bumper		0	0.00	-3.4	0.0
9	**	Repl A/M CAPA Bumper cover	68267765AC	1	-538.00	Incl.	-3.4
10		Add for Clear Coat		0	0.00	0.0	-1.4
11	**	Repl A/M KEYSIQ LT Support inner	68226533AA	1	-23.00	Incl.	0.0
12	**	Repl A/M KEYSIQ LT Support outer	68213538AC	1	-6.00	Incl.	0.0
13	**	Repl A/M KEYSIQ LT Bumper bracket	68226545AB	1	-24.00	-0.1	0.0
Added Items							
7	**	S01 Repl A/M CAPA RT Fender	68213060AC	1	255.00	1.6	2.0
8		S01 Overlap Major Adj. Panel		0	0.00	0.0	-0.4
9		S01 Add for Clear Coat		0	0.00	0.0	0.3
10		S01 Add for Edging		0	0.00	0.0	0.5
11		S01 Add for Clear Coat		0	0.00	0.0	0.1
12		FRONT BUMPER					
13		S01 O/H front bumper		0	0.00	3.4	0.0
14	**	S01 Repl A/M CAPA Bumper cover	68267765AC	1	538.00	Incl.	3.4
15		S01 Add for Clear Coat		0	0.00	0.0	1.4
16	**	S01 Repl A/M CAPA Closure panel	68226530AF	1	129.00	Incl.	0.0
17	**	S01 Repl A/M KEYSIQ LT Support inner	68226533AA	1	23.00	Incl.	0.0
18	**	S01 Repl A/M KEYSIQ LT Support outer	68213538AC	1	6.00	Incl.	0.0
19	**	S01 Repl A/M KEYSIQ LT Bumper bracket	68226545AB	1	23.00	0.1	0.0
20		S01 Repl Lower grille w/o adaptive cruise	68214782AB	1	100.00	Incl.	0.0
21		S01 Repl Air duct	68236752AA	1	47.50	Incl.	0.0
28		S01 Repl LT Support bracket	68249077AA	1	7.35	0.1	0.0
45	*	S01 Repl USED LT door assy +25%	55113521AE	1	812.50	1.6	3.0
46		S01 Overlap Major Adj. Panel		0	0.00	0.0	-0.4
47		S01 Add for Clear Coat		0	0.00	0.0	0.5
48		S01 Repl LT Door w/strip	68040047AN	1	123.00	0.4	0.0
61		S01 Repl RT Position sensor	56054036AB	1	18.70 m	0.4	0.0
62		S01 Repl LT Position sensor	56054036AB	1	18.70 m	0.4	0.0
63		S01 Repl LT Head air bag support	68044051AC	1	48.00	0.0	0.0
64		S01 Repl RT Side impact sens B-pillar	56054085AA	1	170.00 m	0.2	0.0
65		S01 Repl RT Retractor assy black	1HZ06DX9AI	1	259.00	0.7	0.0
66		S01 Repl RT Buckle end black	6MS001X9AA	1	180.00	0.2	0.0
67	*	S01 Repl USED Knee air bag +25%	5057792AH	1	187.50 m	0.6	0.0
84		PILLARS, ROCKER & FLOOR					
85		S01 Repl LT Rocker molding w/o SRT HELLCA	1LP87TZZAG	1	365.00	Incl.	1.7
86		S01 Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
87	*	S01 Add for Clear Coat		0	0.00	0.0	0.3

Supplement of Record 1 with Summary

Customer: PORTERVILLE, CITY OF

Job Number:

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

SUBTOTALS

2,720.25

6.2

7.4

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			2,720.25
Body Labor	6.2 hrs @	\$ 60.00 /hr	372.00
Paint Labor	7.4 hrs @	\$ 60.00 /hr	444.00
Paint Supplies	7.4 hrs @	\$ 33.00 /hr	244.20
Subtotal			3,780.45
Sales Tax	\$ 2,964.45 @	9.2500 %	274.21
Total Supplement Amount			4,054.66
NET COST OF SUPPLEMENT			4,054.66

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	16,343.35	MIKE MILINICH
Supplement S01	4,054.66	MIKE MILINICH
Job Total:	\$ 20,398.01	
INSURANCE PAY:	\$ 20,398.01	

THIS DAMAGE IS BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK IS OPENED UP. OCCASIONALLY AFTER THE WORK HAS STARTED, WORN OR DAMAGED PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON FIRST INSPECTION.

Customer: PORTERVILLE, CITY OF**Job Number:**

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 07/17/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2021 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Supplement of Record 1 with Summary

Customer: PORTERVILLE, CITY OF

Job Number:

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1240282 A/M LT Fender Quote: 553216648 Expires: 05/28/20	\$ 222.00
6	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1248171C A/M CAPA LT Fender liner 3.6L, 5.7L Quote: 553217371 Expires: 05/28/20	\$ 94.00
7	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1241282PP A/M CAPA RT Fender Quote: 629462598 Expires: 09/14/20	\$ 255.00
14	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1000A24C A/M CAPA Bumper cover Quote: 629544157 Expires: 09/14/20	\$ 538.00
16	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1224101C A/M CAPA Closure panel Quote: 629544521 Expires: 09/14/20	\$ 129.00
17	Keystone-Insurance-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1042111 A/M KEYSIQ LT Support inner	\$ 23.00
18	Keystone-Insurance-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1042118 A/M KEYSIQ LT Support outer	\$ 6.00
19	Keystone-Insurance-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1042112 A/M KEYSIQ LT Bumper bracket	\$ 23.00
24	Keystone	#CH2550133C	\$ 29.00

Supplement of Record 1 with Summary

Customer: PORTERVILLE, CITY OF

Job Number:

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

3131 SOUTH NORTH POINT DRIVE, #103 A/M CAPA LT Side marker lamp
FRESNO CA 93725 Quote: 553224513
(559) 268-8146 Expires: 05/28/20

26 Keystone #CH1225280C \$ 229.00

3131 SOUTH NORTH POINT DRIVE, #103 A/M CAPA Radiator support
FRESNO CA 93725 Quote: 553224901
(559) 268-8146 Expires: 05/28/20

27 Keystone-Insurance-B-Fresno #CH1228128 \$ 227.00

3131S NORTH POINT DRIVE STE103 A/M KEYSIQ Front shield w/o severe duty cooling 3.6, 5.7 liter
FRESNO CA 93725
(800) 339-5033
(559) 271-6750

30 LKQ Corp #~244553730 \$ 780.00

4646 S. Chestnut #105 USED hood +25%
Fresno CA 93725 Hood W/O HOOD SCOOP,S#\$R9716
(559) 268-5500 Quote: 553226369
Expires: 05/28/20

33 LKQ Corp #~229087293 \$ 40.00

4646 S. Chestnut #105 USED RT Hinge +25%
Fresno CA 93725 Hood Hinge SE,4DR R, R.,S#\$C1950
(559) 268-5500 Quote: 553227832
Expires: 05/28/20

35 Keystone #CH1236118 \$ 62.00

3131 SOUTH NORTH POINT DRIVE, #103 A/M LT Hinge
FRESNO CA 93725 Quote: 553228003
(559) 268-8146 Expires: 05/28/20

45 LKQ Corp #~255776952 \$ 650.00

4646 S. Chestnut #105 USED LT door assy +25%
Fresno CA 93725 Door Assembly, Rear L.,S#\$C2297
(559) 268-5500 Quote: 629563183
Expires: 09/14/20

67 LKQ Corp #~255776964 \$ 150.00

4646 S. Chestnut #105 USED Knee air bag +25%
Fresno CA 93725 UN3268, Airbag Inflator, 9, III, Recycled, DOT-SP (FRONT),
(559) 268-5500 DRIVER, KN,S#\$C2297
Quote: 629560079
Expires: 09/14/20



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CITY COUNCIL AGENDA – SEPTEMBER 1, 2020

SUBJECT: Authorization for Purchase of Police Department Vehicles and Equipment

SOURCE: Police

COMMENT: Each year, the Police Department finds it necessary to purchase vehicles to replace aging vehicles in its fleet. As always, a careful evaluation is made of each particular vehicle to determine actual need for replacement. In light of current budget uncertainties, this part of the Police Department's vehicle replacement process is even more critical to ensure that a vehicle is not replaced only because it is scheduled to be replaced.

Many factors are considered in this process, such as the age of the vehicle, mileage, maintenance costs, etc. A primary consideration is given to the safety of each vehicle, due to the high-risk driving required at times for these vehicles. In addition, the evaluation includes examining the assignment of vehicles to determine if reassignment of vehicles can reduce fleet numbers.

Also included in this year's evaluation of vehicle needs includes the increased allocation of personnel authorized by the City Council given the recent passage of Measure I. The Department has recently completed this evaluation which determined that eleven (11) vehicles need to be purchased. This evaluation included vehicles funded by the General Fund, Measure H and the Asset Forfeiture, as well as new vehicles to be funded by Measure I.

Of the eleven (11) vehicles which need to be purchased, it was determined that three of these vehicles are General Fund vehicles which are due for replacement, one vehicle is Measure H and due for replacement, and one vehicle was an Asset Forfeiture vehicle and due for replacement. It should be noted that the Asset Forfeiture vehicle will be replaced with Measure I monies, as it was a seizure vehicle and does not have an associated depreciation account. Along with the above five vehicles, with the increased allocation of Measure I officers this fiscal year, six additional vehicles will need to be purchased. Two of these six vehicles were slated to be purchased the prior fiscal year, however they were pushed to this current fiscal year due to the inability to hire all of the allocated personnel immediately. Additionally, while the remaining four Measure I vehicles to be purchased will increase the current Measure I vehicle allotment to twelve (12), the current allocation of Measure I sworn personnel is sixteen (16). However, the Department again does not expect to be able to hire all the allocated personnel immediately and are not requesting the additional four vehicles at this time.

Of the eleven (11) vehicles identified above, three will be unmarked police vehicles, five will be marked police patrol vehicles, one will be an animal services truck, will be an animal services supervisor vehicle and one will be a Juvenile Diversion/Crime Prevention vehicle. Due to strong fiscal management and strategic contributions to the City's vehicle depreciation plan, the monies for these vehicle replacements have already been accumulated in the Equipment Replacement Funds for the General Fund and Measure H vehicles, and in the carryover of Measure I monies.

The Department is requesting authorization to purchase these vehicles per Resolution 35-93, which authorizes no-bid purchases through a cooperative purchase program. The Police Department has identified National Auto Fleet Group as a provider of such a program for the desired vehicles, available under the Sourcwell Master Vehicle Contract #120716-NAF. Included in the quote was the cost to upfit each vehicle with the necessary emergency equipment by Cook's Communications. While National Auto Fleet Group is contracting with Cook's Communications for vehicle upfits, who also has been upfitting the Department's past vehicles, it should be noted that Cook's Communications also holds negotiated contracts with both Tulare County (#PA7232) and Fresno County (#A-16-426) and Cook's Communication's is providing the upfit under these contracts. Additionally, while National Auto Fleet Group is also building the Animal Control Vehicle, a vendor with a current negotiated government contract for the "box" to be placed on the back of the truck could not be located. Staff solicited bids and received a bid of \$38,395 from Trivan Truck Body, a bid of \$34,836.49 from Diamond Truck Body and a bid of \$25,405 from Custom Fiberglass Coaches with the low bid forwarded to National Auto Group for inclusion on their build bid. Total costs for these vehicles are:

(5) Marked Police Vehicles - 2021 Dodge Charger – Patrol - \$235,320.58

(2) Unmarked Police Vehicles - 2021 Dodge Charger – Administration - \$80,806.84

(1) Unmarked Police Vehicle – 2021 Ford Explorer - Detective - \$49,579.43

(1) Unmarked Police Vehicle – 2021 Chevrolet Colorado – Juvenile Diversion - \$28,301.26

(1) Unmarked Police Vehicle – 2021 Chevrolet Silverado – Animal Services Supervisor - \$35,382.96

(1) Marked Police Vehicle – 2021 Ford F-350 – Animal Services Truck(w/box) - \$68,680.02

The Department is also requesting to purchase eleven (11) police vehicle radios for each of these new vehicles. The police vehicle radios are to be purchased through its sole provider, J's Communications. The Department radios are all Motorola and Motorola Solutions requires agencies to go through the area provider for purchase. J's Communications is the area provider and provides all

of the Department's vehicle and handheld radios, and additionally has a current County of Los Angeles contract. Quotes for each vehicle and for eleven (11) police vehicle radios are attached. Total costs for these police vehicle radios are:

(11) Police Vehicle Radios - \$39,887.59

With these vehicle purchases, a total of six Dell laptop MDT's and associated equipment and software will need to be purchased. The MDT's allow personnel to conduct necessary inquiries in the field, as well as keep themselves and others updated on current incidents in progress and allow the transmission of required information between field units and the Communications Center. These MDT's are to be purchased from the City vendor for Dell computers. The following is a list of the outfitted vehicles with associated cost:

(6) Dell Latitude 7212 Rugged and related hardware/software \$18,270.36

In addition to the annual evaluation of vehicle replacement, the Department also needs to purchase personnel equipment related to the increase in Measure I allocated positions authorized by Council with the passage of Measure I. In addition to the purchase of the above-described police vehicles, the Department is needing to purchase body-worn cameras, associated licensing, and Tasers from Axon Enterprise, Inc., as well as handheld radios from Motorola Solutions.

The Department has an existing contract with Axon Enterprise, Inc., who provides body worn cameras, cloud storage, and Tasers. The Department is currently in need of eleven (11) additional body worn cameras and seven Tasers in order to fully outfit all filled positions. The cost for the cameras, cloud storage, licenses, and Tasers is \$23,704.50.

The Department needs to increase its inventory of handheld Motorola APX6000 UHF radios, which are utilized by sworn and civilian personnel while working in the field. With the hiring of more Officers recently, and more anticipated in the near future, additional radios are needed to outfit each Officer. As mentioned above, the Department is required to go through J's Communications, the supplier of the Motorola radios. J's Communications provided a quote of \$24,269.99 for seven radios as specified under the County of Los Angeles contract.

The replacement vehicles and related equipment for the General Fund and Measure H will be funded through the Equipment Replacement Fund. The new vehicles and equipment for the Measure I Fund Officers will be funded by the Measure I.

RECOMMENDATION: That the City Council;

Item No. 4.

1. Authorize Department staff to negotiate the purchase of eleven (11) Police Vehicles from National Auto Fleet; and
2. Authorize Department staff to negotiate the purchase of eleven (11) APX 6500 unit radios from J's Communications; and
3. Authorize Department staff to negotiate the purchase of six Dell Latitude 7212 laptop MDT's from Dell; and
4. Authorize Department staff to negotiate the purchase of eleven (11) body worn cameras and seven Tasers from Axon Enterprise, Inc; and
5. Authorize Department staff to negotiate the purchase of seven Motorola APX6000 handheld radios from J's Communications; and
6. Authorize payment to respective vendors upon receipt of listed equipment.

ATTACHMENTS:

1. Unmarked Administration Vehicles (2)
2. Unmarked Detective Vehicle (1)
3. Animal Control Supervisor Vehicle (1)
4. Marked Patrol Unit Vehicles (5)
5. Animal Control Vehicle (1)
6. Juvenile Diversion-Crime Prevention Vehicle (1)
7. Unit Radios (11)
8. Mobile Data Terminals (6)
9. Body-Worn Cameras (11) - Tasers (7)
10. Hand-Held Radios (7)
11. Animal Control TriVan Truck Body (AC Box Upfit) (1)
12. Animal Control Diamond Truck Body (AC Box Upfit) (1)

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

August 10, 2020

Lieutenant Josh Maniss
Porterville Police Dept.
350 North D Street
Porterville, Ca 93257
Delivery Via Email

Dear, Lt. Maniss

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Fresno, new/unused 2021 Dodge Charger Pursuit V-8 RWD Admin Patrol Units responding to your requirement with the attached specifications for \$ 27,655.00 plus Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF. Units to be all Black

	One Unit MSRP	One Unit	Total Savings	2 Units	Total Savings
2021 Dodge Charger Pursuit V-8 Admin	38,980.00	27,655.00	29.05%	55,310.00	22,650.00
Cools Communication Upfit Admin		8,963.46		17,926.92	
Sub Total		36,618.46		73,236.92	
Sales Tax		3,387.21		6,774.42	
Transportation		389.00		778.00	
Tire Tax		8.75		17.50	
Total		40,403.42		80,806.84	

Terms are net 30 days.

Delivery 180-210 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 O
714-2641867 C
562-684-4672 F





Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLE
Quote No.: 9725

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Porterville**
291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville**
291 N Main St
Porterville, CA 93257

Phone: (559) 782-7566
Fax: (559) 782-4050

Date	Ship Via	F.O.B.	Terms
07/20/20	Up-Fit Shop	Origin	Net Next EOM

Purchase Order Number	Sales Person	Required
	Derek Marchini	07/20/20

Quantity	Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.		

ADMIN BUILDS

LIGHTBARS/LIGHTS/SIREN

2	BSFW35Z	Whelen Inner Edge DUO WeCanX FST/RST & CenCom Core Package	3390.00	6780.00
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Includes - BSSP2ZJW, BS358,
BSSP28JA, C399, C399K3,
CCTL7, SA315P, SAK37

2	VMDC11RB	Whelen Ion-V Mirror Beam Red/Blue	416.00	832.00
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2	CHWLDC15	Whelen Howler Low Freq Siren for 2015-20 Charger	436.00	872.00
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4	380400-W	Federal Signal PAR64 Unity LED Spot Light	168.00	672.00
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4	VTX609C	Vertex Super-LED (clear/white)	86.00	344.00
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4	VTXFB	Vertex LED Surface Mount - Black	8.00	32.00
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2	FHL-TAIL	Rear Flasher- Alternating	48.00	96.00
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PUSH BUMPER/PARTITION/TRAYS

2	BK0532CGR15	Setina PB400 Push Bumper for '15+ Dodge Charger	368.00	736.00
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2	AC-CH11T-DS	Troy Hinged Side Tray fits '11-'19 Dodge Charger Drivers Side	135.00	270.00
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2	AC-CH11T-PS	Troy Hinged Side Tray fits '11-'19 Dodge Charger Passenger Side	135.00	270.00
---	-------------	---	--------	--------

CONSOLE/COMPUTER

Thank You



160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818

(559) 268-8506

Estimate

Customer No.: PORTERVILLE

Quote No.: 9725

Quote To: **City of Porterville**

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Fax: (559) 782-4050

Ship To: **City of Porterville**

291 N Main St
Porterville, CA 93257

Date	Ship Via	F.O.B.	Terms	
07/20/20	Up-Fit Shop	Origin	Net Next EOM	
Purchase Order Number		Sales Person	Required	
		Derek Marchini	07/20/20	
Quantity	Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.		
2	C-VS-0809-CHG	Havis VS 17" Console fits '11-'19 Dodge Charger Includes faceplates	338.00	676.00
2	C-EB25-XTL-1P	Havis 2.5" Faceplate fits XTL2500/5000-05/APX7500	0.00	0.00
2	C-EB40-CCS-1P	Havis Faceplate 1 Piece fits Whelen GenCom Controller	0.00	0.00
2	C-FP-05	.5" Blank Havis Face Plate	0.00	0.00
6	C-FP-2	2" Blank Havis Face Plate	0.00	0.00
2	C-CUP2-I	Havis Dual Cup Holder	35.00	70.00
2	C-ARM-101	Havis Arm Rest	61.00	122.00
2	LF12ER	Fed Sig Littlite 12" Halogen Vertical Mount	45.00	90.00
		MISC ITEMS/ELECTRICAL		
2	LP450NMO	450mhz Dome Antenna	38.00	76.00
2	NMO58U-NC	NMO Coax Kit w/ 17' of RG58	19.00	38.00
2	RFU6001	Mini UHF Connector RG58	5.00	10.00
2	7615B	Blue Seas Solenoid/Timer. 120amp 12vdc	92.00	184.00
2	5029	12 Circuit Water Resistant Fuse Block w/Cover	29.00	58.00
14	5080	Relay	8.00	112.00
2	RQA5000C	QMA Male Connector fits RG58	15.00	30.00
2	MATERIALSFEE	Installation Material	150.00	300.00

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLE
Quote No.: 9725

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Porterville**
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Ship To: **City of Porterville**
291 N Main St
Porterville, CA 93257

Phone: (559) 782-7566

Fax: (559) 782-4050

Date	Ship Via	F.O.B.	Terms
07/20/20	Up-Fit Shop	Origin	Net Next EOM

Purchase Order Number	Sales Person	Required
	Derek Marchini	07/20/20

Quantity	Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.		

2	LAISREG	Bundle Shop Installation Complete Admin Build 2020 Charger *Motorola APX6500 -05 supplied by customer* SN _____ Unit# 2020 Dodge Charger Lic# Vin#*	2075.00	4150.00
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Quote subtotal	16820.00
Freight charges	125.00
Sales tax @ 7.75000%	981.93
Quote total	17926.93

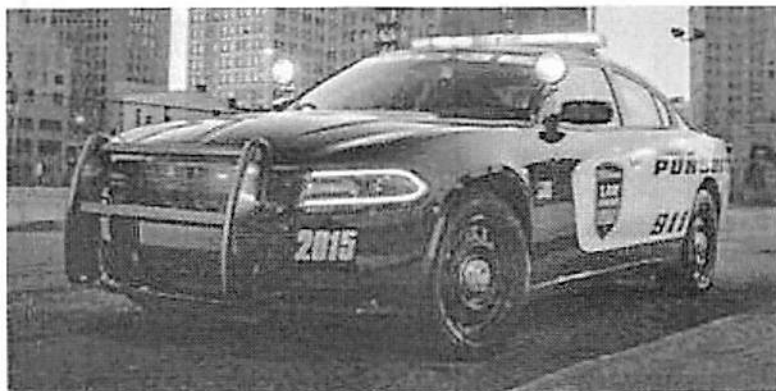
We appreciate your continued patronage

8,963⁴⁶
Per unit

Thank You

2021

Vehicle: [Fleet] 2020 Dodge Charger (LDDE48) Police RWD



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

2021

Vehicle: [Fleet] 2020 Dodge Charger (LDDE48) Police RWD (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL
LDDE48	2020 Dodge Charger Police RWD 2021

COLORS

CODE	DESCRIPTION
PX8	Pitch Black Clearcoat

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
ERB	Engine: 3.6L V6 24V VVT (STD) 5.7L V-8	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
DGJ	Transmission: 5-Speed Automatic (W5A580) (STD) 8 Speed	0.00 lbs	0.00 lbs

CPOS PKG

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
27A	Quick Order Package 27A-inc: Engine: 3.6L V6 24V VVT, Transmission: 5-Speed Automatic (W5A580) 29A 5.7L V-8	0.00 lbs	0.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
TWW	Tires: P225/60R18 BSW Performance (STD)	0.00 lbs	0.00 lbs

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PX8	Pitch Black Clearcoat	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
C8X9	Black, Heavy Duty Cloth Bucket & Rear Bench Seats	0.00 lbs	0.00 lbs

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11466, Data updated Jul 22, 2020 10:51:00 PM PDT

Vehicle: [Fleet] ²⁰²¹~~2020~~ Dodge Charger (LDDE48) Police RWD (☒ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AWC	Fleet Safety Group -inc: Blind Spot Power Fold Pursuit Mirrors, Exterior Mirrors w/Heating Element, Blind Spot & Cross Path Detection	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
DR3	220MM Rear Axle	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
LNA	Matching Right Spot Lamp	0.00 lbs	0.00 lbs
LNF	Black Left Spot Lamp	0.00 lbs	0.00 lbs
LNK	LED Spot Lamps	0.00 lbs	0.00 lbs
TBH	Full Spare Tire Relocation Bracket	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GXF	Entire Fleet Alike Key (FREQ 1)	0.00 lbs	0.00 lbs
Options Total		0.00 lbs	0.00 lbs

Vehicle: [Fleet] ²⁰²¹2020 Dodge Charger (LDDE48) Police RWD (✔ Complete)

Window Sticker

SUMMARY

[Fleet] ²⁰²¹2020 Dodge Charger (LDDE48) Police RWD

Interior: Black, Heavy Duty Cloth Bucket & Rear Bench Seats

Exterior 1: Pitch Black Clearcoat

Exterior 2: No color has been selected.

Engine: ^{5.7L V-8}3.6L V6 24V VVT

Transmission: ^{8 Speed}5-Speed Automatic (W5A580)

OPTIONS

CODE	MODEL	MSRP
LDDE48	²⁰²¹ [Fleet] 2020 Dodge Charger (LDDE48) Police RWD	
	OPTIONS	
27A	Quick Order Package ^{29A} 27A	\$0.00
AWC	Fleet Safety Group	
C8X9	Black, Heavy Duty Cloth Bucket & Rear Bench Seats	\$0.00
DGJ	Transmission: ^{8 Speed} 5-Speed Automatic (W5A580)	\$0.00
DR3	220MM Rear Axle	
ERB	Engine: ^{5.7L V-8} 3.6L V6 24V VVT	\$0.00
GXF	Entire Fleet Alike Key (FREQ 1)	
LNA	Matching Right Spot Lamp	
LNF	Black Left Spot Lamp	
LNK	LED Spot Lamps	
PX8	Pitch Black Clearcoat	\$0.00
TBH	Full Spare Tire Relocation Bracket	
TWW	Tires: P225/60R18 BSW Performance	\$0.00

SUBTOTAL

Adjustments Total

\$0.00

Destination Charge

TOTAL PRICE

FUEL ECONOMY

Est City: 17 (2019) MPG

Est Highway: 26 (2019) MPG

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11466, Data updated Jul 22, 2020 10:51:00 PM PDT

Vehicle: [Fleet] ²⁰²¹~~2020~~ Dodge Charger (LDDE48) Police RWD (✔ Complete)

Est Highway Cruising Range: 481.00 mi



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

July 23, 2020

Lieutenant Josh Maniss
Porterville Police Dept.
350 North D Street
Porterville, Ca 93257
Delivery Via Email

Dear, Lt. Maniss

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Fresno, new/unused 2021 Ford Police Interceptor Utility Non-Hybrid Admin Patrol Unit responding to your requirement with the attached specifications for \$ 33,340.00 plus Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF.Units to be all Black

	One Unit MSRP	One Unit	Total Savings	Total Savings
2021 Ford Utility PPV				
Non Hybrid	39,065.00	33,340.00	14.66%	5,725.00
Cook Communication				
Upfit Admin		11,677.56		
Sub Total		45,017.56		
Sales Tax		4,164.12		
Transportation		389.00		
Tire Tax		8.75		
Total		49,579.43		

Terms are net 30 days.

Delivery 180-210 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 O
714-2641867 C
562-684-4672 F





160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818

(559) 268-8506

Estimate

Customer No.: PORTERVILLE

Quote No.: 9727

Quote To: **City of Porterville**

291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Phone: (559) 782-7566

Fax: (559) 782-4050

Ship To: **City of Porterville**

POLICE DEPT
350 N D STREET
Porterville, CA 93257

Fax: (559) 782-4050				
Date	Ship Via	F.O.B.	Terms	
07/20/20	Up-Fit Shop	Origin	Net Next EOM	
Purchase Order Number		Sales Person	Required	
		Derek Marchini	07/20/20	
Quantity	Item Number	Description	Unit Price	Amount

ADMIN BUILDS

LIGHTBARS/LIGHTS/SIREN

1	BSFW50Z	Whelen Inner Edge DUO WeCanX FST/RST & CenCom Core Package	3390.00	3390.00
		Includes - BSSP2ZJW, BS348, BSSP28JA, C399, C399K1, CCTL7, SA315P, SAK66D		
1	VMFX20RB	Whelen Ion-V Mirror Beam Red/Blue	416.00	416.00
1	HWLF29	Whelen Howler System fits '20 FPI Utility Single Speaker	436.00	436.00
2	380400-W	Federal Signal PAR64 Unity LED Spot Light	168.00	336.00
2	VTX609C	Vertex Super-LED (clear/white)	86.00	172.00
2	VTXFB	Vertex LED Surface Mount - Black	8.00	16.00
1	FHL-TAIL	Rear Flasher- Alternating	48.00	48.00
1	TAZ86RB	Whelen Traffic Advisor LINZ6 Super-LED (R/A/A/A/A/A/B)	1025.00	1025.00
		CONSOLE/COMPUTER		
1	C-VS-1210-INUT	Havis Mid-Height Angled Console for 2020 Ford FPI Utility	298.00	298.00
1	C-EB25-XTL-1P	Havis 2.5" Faceplate fits XTL2500/5000-05/APX7500	0.00	0.00

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLE
Quote No.: 9727

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Porterville**
291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville**
POLICE DEPT
350 N D STREET
Porterville, CA 93257

Phone: (559) 782-7566
Fax: (559) 782-4050

Date		Ship Via		F.O.B.		Terms	
07/20/20		Up-Fit Shop		Origin		Net Next EOM	
Purchase Order Number			Sales Person			Required	
			Derek Marchini			07/20/20	
Quantity		Item Number	Description	Unit Price	Amount		
Required	Shipped					B.O.	
1		C-EB40-CCS-1F	Havis Faceplate 1 Piece fits Whelen CenCom Controller	0.00	0.00		
1		C-FP-05	.5" Blank Havis Face Plate	0.00	0.00		
3		C-FP-2	2" Blank Havis Face Plate	0.00	0.00		
1		C-CUP2-I	Havis Dual Cup Holder	35.00	35.00		
1		C-ARM-104	Havis Arm Rest Mounts to Trak Mount Base	118.00	118.00		
1		LF12ER	Fed Sig Littlite 12" Halogen Vertical Mount	45.00	45.00		
			MISC ITEMS/ELECTRICAL				
1		LP450NMO	450mhz Dome Antenna	38.00	38.00		
1		NMO58U-NC	NMO Coax Kit w/ 17' of RG58	19.00	19.00		
1		RFU6001	Mini UHF Connector RG58	5.00	5.00		
1		7615B	Blue Seas Solenoid/Timer. 120amp 12vdc	92.00	92.00		
1		5029	12 Circuit Water Resistant Fuse Block w/Cover	29.00	29.00		
7		5080	Relay	8.00	56.00		
1		RQA5000C	QMA Male Connector fits RG58	15.00	15.00		
1		S3511K	Stop Stick Rack Kit	599.00	599.00		
1		TK0233ITU20	Setina Cargo Box	1119.25	1119.25		
1		TF0292ITU20	Setina Free Standing Cargo Bracket Kit 2020 Ford FPI U	179.00	179.00		

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLE
Quote No.: 9727

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Porterville**
291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville**
POLICE DEPT
350 N D STREET
Porterville, CA 93257

Phone: (559) 782-7566

Fax: (559) 782-4050

Date	Ship Via	F.O.B.	Terms
07/20/20	Up-Fit Shop	Origin	Net Next EOM

Purchase Order Number	Sales Person	Required
	Derek Marchini	07/20/20

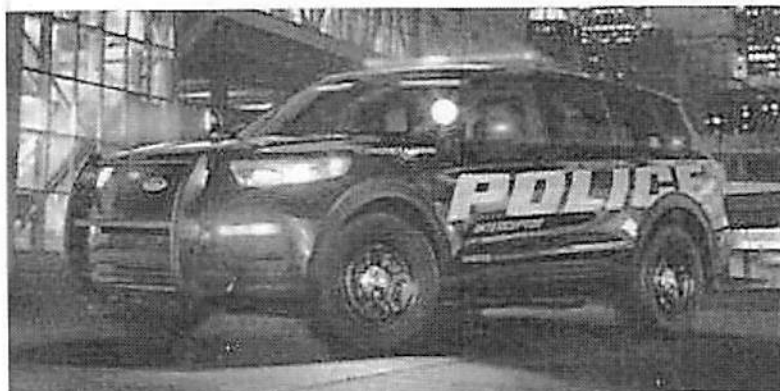
Quantity		Item Number	Description	Unit Price	Amount
Required	Shipped				
1		MATERIALSFEE	Installation Material Bundle	150.00	150.00
1		LAISREG	Shop Installation Complete Admin Build 2020 FORD FPI U *Motorola APX6500 -05 supplied by customer* SN _____ Unit# 2020 FORD FPI U Lic# Vin#*	2200.00	2200.00

Quote subtotal	10836.25
Freight charges	172.00
Sales tax @ 7.75000%	669.31
Quote total	11677.56

We appreciate your continued patronage

Thank You

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL
K8A	2021 Ford Police Interceptor Utility AWD

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
44U	Transmission: 10-Speed Automatic (44U)	0.00 lbs	0.00 lbs

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
500A	Order Code 500A	0.00 lbs	0.00 lbs

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
UM	Agate Black	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
47A	Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling	0.00 lbs	0.00 lbs
76D	Underbody Deflector Plate -inc: Engine and transmission shield	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
153	Front License Plate Bracket	0.00 lbs	0.00 lbs
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	0.00 lbs	0.00 lbs
59B	Keyed Alike - 1284x	0.00 lbs	0.00 lbs
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	0.00 lbs	0.00 lbs
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	0.00 lbs	0.00 lbs
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows). Note: Can manually remove window or door disable plate w/special tool. Note: Locks/windows operable from driver's door switches	0.00 lbs	0.00 lbs
60R	Noise Suppression Bonds (Ground Straps)	0.00 lbs	0.00 lbs
76R	Reverse Sensing System	0.00 lbs	0.00 lbs
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring	0.00 lbs	0.00 lbs
87R	Rear View Camera -inc: Displayed in rear view mirror. Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R). Electrochromic Rear View Mirror Video is displayed in rear view mirror	0.00 lbs	0.00 lbs

Options Total	0.00 lbs	0.00 lbs
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Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD

MSRP: \$40,615.00

Interior: Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1: Agate Black

Exterior 2: No color has been selected.

Engine: 3.3L V6 Direct-Injection (FFV)

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD	\$40,615.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
17T	Switchable Red/White Lighting in Cargo Area	\$50.00
43D	Dark Car Feature	\$25.00
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
47A	Police Engine Idle Feature	\$260.00
500A	Order Code 500A	\$0.00
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$620.00
52P	Hidden Door-Lock Plunger	\$160.00
59B	Keyed Alike - 1284x	\$50.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
76D	Underbody Deflector Plate	\$335.00
76R	Reverse Sensing System	\$275.00
85R	Rear Console Plate	\$45.00
86T	Tail Lamp/Police Interceptor Housing Only	\$60.00
87R	Rear View Camera	\$0.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00
99B	Engine: 3.3L V6 Direct-Injection (FFV)	(\$3,530.00)
UM	Agate Black	\$0.00
—	3.73 Axle Ratio	\$0.00
SUBTOTAL		\$39,065.00

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Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (☒ Complete)

Adjustments Total	\$0.00
Destination Charge	\$1,245.00
TOTAL PRICE	\$40,310.00

FUEL ECONOMY

Est City: N/A

Est Highway: N/A

Est Highway Cruising Range: N/A



National Auto Fleet Group

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

7/24/2020

Quote ID: 14018

Order Cut Off Date: TBA

Mr JOSH MANISS
CITY OF PORTERVILLE

291 n Main st

porterville, California, 93257

Dear JOSH MANISS,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2021 Chevrolet Silverado 2500HD (CC20753) 2WD Double Cab 149" Work Truck 6.9' Box,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$42,030.00	\$32,023.08	23.809 %	\$10,006.92
Tax (9.2500 %)		\$2,962.13		
Tire fee		\$8.75		
Transportation		\$389.00		
Total		\$35,382.96		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**.
Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment
terms are Net 20 days after receipt of vehicle.

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

Sincerely,

KEVIN BUZZARD
Account Manager
Email: BUZZARD5150@GMAIL.COM
Office: (714) 264-1867
Fax: (831) 480-8497



GMC



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

July 23, 2020

Lieutenant Josh Maniss
Porterville Police Dept.
350 North D Street
Porterville, Ca 93257
Delivery Via Email

Dear, Lt. Maniss

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Fresno, new/unused 2021 Dodge Charger Pursuit V-8 RWD Patrol Units responding to your requirement with the attached specifications for \$ 27,655.00 plus Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF. Units to be all Black

	One Unit MSRP	One Unit	Total Savings	5 Units	Total Savings
2021 Dodge Charger Pursuit V-8 RWD	38,980.00	27,655.00	29.05%	138,275.00	56,625.00
Cook Communication					
Upfit Patrol		15,060.21		75,301.05	
Sub Total		42,715.21		213,576.05	
Sales Tax		3,951.16		19,755.78	
Transportation		389.00		1,945.00	
Tire Tax		8.75		43.75	
Total		47,064.12		235,320.58	

Terms are net 30 days.

Delivery 180-210 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 O
714-2641867 C
562-684-4672 F





160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: PORTERVILLE
Quote No.: 9722

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Porterville**
291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville**
POLICE DEPT
350 N D STREET
Porterville, CA 93257

Phone: (559) 782-7566
Fax: (559) 782-4050

Date		Ship Via		F.O.B.		Terms			
07/20/20		Up-Fit Shop		Origin		Net Next EOM			
Purchase Order Number				Sales Person		Required			
				Derek Marchini		07/20/20			
Quantity		Item Number		Description		Unit Price		Amount	
Required	Shipped	B.O.							
PATROL BUILDS									
LIGHTBARS/LIGHTS/SIREN									
5			BSFW35Z		Whelen Inner Edge DUO WeCanX FST/RST & CenCom Core Package Includes - BSSP2ZJW, BS358, BSSP28JA, C399, C399K3, CCTL7, SA315P, SAK37	3390.00		16950.00	
5			VMDC11RB		Whelen Ion-V Mirror Beam Red/Blue	416.00		2080.00	
5			CHWLDC15		Whelen Howler Low Freq Siren for 2015-20 Charger	436.00		2180.00	
10			380400-W		Federal Signal PAR64 Unity LED Spot Light	168.00		1680.00	
10			VTX609C		Vertex Super-LED (clear/white)	86.00		860.00	
10			VTXFB		Vertex LED Surface Mount - Black	8.00		80.00	
5			FHL-TAIL		Rear Flasher- Alternating	48.00		240.00	
PUSH BUMPER/PARTITION/TRAYS									
5			BK0532CGR15		Setina PB400 Push Bumper for '15+ Dodge Charger	368.00		1840.00	
5			PK1134CGR11		Setina 8XL Partition 1/2 Poly 1/2 Mesh	689.00		3445.00	
5			GK10271UXLSE		Setina Single T Rail Weapon Mount 1 XL Lock	277.00		1385.00	
5			WK0513CGR11		Setina Window Barriers Steel Vertical fits '11-'19 Dodge Charger	199.00		995.00	

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLE
Quote No.: 9722

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Porterville**
291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville**
POLICE DEPT
350 N D STREET
Porterville, CA 93257

Phone: (559) 782-7566
Fax: (559) 782-4050

Date		Ship Via		F.O.B.		Terms	
07/20/20		Up-Fit Shop		Origin		Net Next EOM	
Purchase Order Number			Sales Person			Required	
			Derek Marchini			07/20/20	
Quantity		Item Number	Description	Unit Price	Amount		
Required	Shipped					B.O.	
5		DK0100CGR11	Selina TPO Door Panel Kit fits '11-'19 Dodge Charger	227.00	1135.00		
5		DC02	PTS Transport Seat w/OS Belts fits Dodge Charger	605.00	3025.00		
5		AC-CH11T-DS	Troy Hinged Side Tray fits '11-'19 Dodge Charger Drivers Side	135.00	675.00		
5		AC-CH11T-PS	Troy Hinged Side Tray fits '11-'19 Dodge Charger Passenger Side	135.00	675.00		
			CONSOLE/COMPUTER				
5		C-VS-0809-CHG	Havis VS 17" Console fits '11-'19 Dodge Charger Includes faceplates	338.00	1690.00		
5		C-EB25-XTL-1P	Havis 2.5" Faceplate fits XTL2500/5000-05/APX7500	0.00	0.00		
5		C-EB40-CCS-1P	Havis Faceplate 1 Piece fits Whelen CenCom Controller	0.00	0.00		
5		C-FP-05	.5" Blank Havis Face Plate	0.00	0.00		
15		C-FP-2	2" Blank Havis Face Plate	0.00	0.00		
5		C-CUP2-I	Havis Dual Cup Holder	35.00	175.00		
5		C-ARM-101	Havis Arm Rest	61.00	305.00		
5		LF12ER	Fed Sig Littlite 12" Halogen Vertical Mount	45.00	225.00		
5		DS-DELL-604-2	Havis Docking Staion for Dell Latitude 12 Rugged Tablet. Duall Pass. Int. P/S	689.00	3445.00		

Thank You



160 North Broadway
Fresno, CA 93701-1592

Phone: (559) 233-8818

(559) 268-8506

Estimate

Customer No.: PORTERVILLE

Quote No.: 9722

Quote To: **City of Porterville**

291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Phone: (559) 782-7566

Fax: (559) 782-4050

Ship To: **City of Porterville**

POLICE DEPT
350 N D STREET
Porterville, CA 93257

Fax: (559) 762-4050								
Date		Ship Via		F.O.B.		Terms		
07/20/20		Up-Fit Shop		Origin		Net Next EOM		
Purchase Order Number			Sales Person			Required		
			Derek Marchini			07/20/20		
Quantity			Item Number		Description		Unit Price	Amount
Required	Shipped	B.O.						
5			C-DMM-3005	Havis Dash Mount fits '15-'19 Dodge Charger		348.00	1740.00	
5			PKG-KB-201	Havis Rugged Keyboard & Mount		447.00	2235.00	
5			C-MD-204	Low Profile Tilt Swivel Motion Device		59.00	295.00	
5			C-3083-1	Havis 9" Bracket Slide Rail Allow Mounts to Be Mounted Over 9" Consoles		16.00	80.00	
				MISC ITEMS/ELECTRICAL				
5			LP450NMO	450mhz Dome Antenna		38.00	190.00	
5			NMO58U-NC	NMO Coax Kit w/ 17' of RG58		19.00	95.00	
5			RFU6001	Mini UHF Connector RG58		5.00	25.00	
5			MA1-0900600M-	Cradlepoint IBR900 Modem w/WiFi 1 yr NetCloud & Support		869.00	4345.00	
5			AP-IBR1100-Q-E	Antenna+ Antenna for Cradlepoint IBR900/1100 Black w/Bolt Mount		205.00	1025.00	
5			7615B	Blue Seas Solenoid/Timer. 120amp 12vdc		92.00	460.00	
5			5029	12 Circuit Water Resistant Fuse Block w/Cover		29.00	145.00	
35			5080	Relay		8.00	280.00	
5			RQA5000C	QMA Male Connector fits RG58		15.00	75.00	
5			S3511K	Stop Stick Rack Kit		599.00	2995.00	

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLE
Quote No.: 9722

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Porterville**
291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville**
POLICE DEPT
350 N D STREET
Porterville, CA 93257

Phone: (559) 782-7566
Fax: (559) 782-4050

Date	Ship Via	F.O.B.	Terms
07/20/20	Up-Fit Shop	Origin	Net Next EOM
Purchase Order Number	Sales Person	Required	
	Derek Marchini	07/20/20	

Quantity	Item Number	Description	Unit Price	Amount
Required Shipped B.O.				
5	MATERIALSFEE	Installation Material Bundle	150.00	750.00
5	LAISREG	Shop Installation Complete Patrol Build 2020 Charger	2500.00	12500.00
		Motorola APX6500 -05 supplied by customer		
		SN _____		
		Unit#		
		2020 Dodge Charger		
		Lic# Vin#*		

Quote subtotal	70320.00
Freight charges	500.00
Sales tax @ 7.75000%	4481.05
Quote total	75301.05

We appreciate your continued patronage

15,060.21
each

Thank You

Vehicle: [Fleet] ²⁰²¹~~2020~~ Dodge Charger (LDDE48) Police RWD



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

Vehicle: [Fleet] ²⁰²¹2020 Dodge Charger (LDDE48) Police RWD (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL
LDDE48	²⁰²¹ 2020 Dodge Charger Police RWD

COLORS

CODE	DESCRIPTION
PX8	Pitch Black Clearcoat

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
ERB	Engine: 3.6L V6 24V VVT (STD) ^{5.7 V-8}	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
DGJ	Transmission: 5-Speed Automatic (W5A580) (STD) ^{8 Speed}	0.00 lbs	0.00 lbs

CPOS PKG

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
27A	Quick Order Package ^{29A} 27A -inc: Engine: ^{5.7L V-8} 3.6L V6 24V VVT, Transmission: 5-Speed Automatic (W5A580)	0.00 lbs	0.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
TWW	Tires: P225/60R18 BSW Performance (STD)	0.00 lbs	0.00 lbs

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PX8	Pitch Black Clearcoat	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
C8X9	Black, Heavy Duty Cloth Bucket & Rear Bench Seats	0.00 lbs	0.00 lbs

Vehicle: [Fleet] ²⁰²¹~~2020~~ Dodge Charger (LDDE48) Police RWD (✓ Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AWC	Fleet Safety Group -inc: Blind Spot Power Fold Pursuit Mirrors, Exterior Mirrors w/Heating Element, Blind Spot & Cross Path Detection	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
DR3	220MM Rear Axle	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
LNA	Matching Right Spot Lamp	0.00 lbs	0.00 lbs
LNF	Black Left Spot Lamp	0.00 lbs	0.00 lbs
LNK	LED Spot Lamps	0.00 lbs	0.00 lbs
TBH	Full Spare Tire Relocation Bracket	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
CW6	Deactivate Rear Doors/Windows	0.00 lbs	0.00 lbs
GXF	Entire Fleet Alike Key (FREQ 1)	0.00 lbs	0.00 lbs
Options Total		0.00 lbs	0.00 lbs

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Vehicle: [Fleet] ²⁰²¹2020 Dodge Charger (LDDE48) Police RWD (✓ Complete)

Window Sticker

SUMMARY

[Fleet] ²⁰²¹2020 Dodge Charger (LDDE48) Police RWD

Interior: Black, Heavy Duty Cloth Bucket & Rear Bench Seats

Exterior 1: Pitch Black Clearcoat

Exterior 2: No color has been selected.

Engine: ^{5.7L V-8}3.6L V6-24V VVT

Transmission: ^{8 Speed}5-Speed Automatic (W5A580)

OPTIONS

CODE	MODEL	MSRP
LDDE48	[Fleet] ²⁰²¹ 2020 Dodge Charger (LDDE48) Police RWD	
	OPTIONS	
27A	Quick Order Package 27A ^{29A}	\$0.00
AWC	Fleet Safety Group	
C8X9	Black, Heavy Duty Cloth Bucket & Rear Bench Seats	\$0.00
CW6	Deactivate Rear Doors/Windows	
DGJ	Transmission: ^{8 Speed} 5-Speed Automatic (W5A580)	\$0.00
DR3	220MM Rear Axle	
ERB	Engine: ^{5.7L V-8} 3.6L V6-24V VVT	\$0.00
GXF	Entire Fleet Alike Key (FREQ 1)	
LNA	Matching Right Spot Lamp	
LNF	Black Left Spot Lamp	
LNK	LED Spot Lamps	
PX8	Pitch Black Clearcoat	\$0.00
TBH	Full Spare Tire Relocation Bracket	
TWW	Tires: P225/60R18 BSW Performance	\$0.00

SUBTOTAL

Adjustments Total \$0.00

Destination Charge

TOTAL PRICE

FUEL ECONOMY

Est City: 17 (2019) MPG

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11466, Data updated Jul 22, 2020 10:51:00 PM PDT

Vehicle: [Fleet] ²⁰²¹~~2020~~ Dodge Charger (LDDE48) Police RWD (☒ Complete)

Est Highway: 26 (2019) MPG

Est Highway Cruising Range: 481.00 mi



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

August 11, 2020

Lieutenant Josh Maniss
Porterville Police Dept.
350 North D Street
Porterville, Ca 93257
Delivery Via Email

Dear, Lt. Maniss

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at TBD, new/unused 2021 Ford F-350 SRW (X3A) XL 2WD Super Cab responding to your requirement with the attached specifications for \$ 33,708.00 plus Uplift, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF. Unit to be White

	One Unit MSRP	One Unit	Total Savings	Total Savings
2021 Ford F-350 Super Cab 4X2 SRW Custom Fiberglass Animal Control Truck Body	42,805.00	33,708.00	21.25%	9,097.00
Cook's Communications upfit		3,744.00		
Sub Total		62,857.00		
Sales Tax		5,814.27		
Tire Tax		8.75		
Total		68,680.02		

Terms are net 30 days.

Delivery 180-210 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 O / 714-2641867 C / 562-684-4672 F



CustomFiberglass COACHES

QUOTATION

Bowie International, LLC
313 South Hancock
Lake City, IA 51449
P: 800-831-0960 F: 712-464-8601

QUOTATION NO. 062420-2
DATE July 13, 2020
CUSTOMER ID Helotes, TX

TO Josh Maniss
Porterville Police Department
350 N. D Street
Porterville, CA 93257
559-782-7424



SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Steve Sinnard		Net 30	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	PRO 8WD11 Deluxe 8 Hole Animal Transport unit w/ animal quarantine Includes: Roof rack, L.E.D. Lighted compartments, back-up alarm Hi-Lo L.E.D. brake lights, bumper extensions, deceased animal quarantine, Ultimate Safety Doors, stainless steel T-Lock handles, keyed alike locks, ground effects, solid partitions, gel coat sealed and webbed interior, clearance lights, pass through swing door in front compartment, solid storage door, floor drainage trough Step bumper with treadplate surface, 12V Forced Air Ventilation	\$ 14,550.00	14,550.00
6.00	Heavy Duty Wire Interior Safety Door - stainless steel	195.00	1,170.00
4.00	Small interior safety door - 4 rear	150.00	600.00
1.00	Pull Out Ramp - front passenger	450.00	450.00
1.00	High Capacity dedicated Air Conditioning up to 28,000 BTU Auxiliary Compressor, Roof Top Condenser, Thermostat Controls	4,100.00	4,100.00
2.00	6LED Mini Strobes - Amber - rear mount	165.00	330.00
2.00	6LED Mini Strobes - Amber - front grill	165.00	330.00
1.00	GoLight Spotlight with dash and handheld remote	425.00	425.00
1.00	Whelen Justice Lightbar - Amber w/ alleys and takedowns	1,500.00	1,500.00
1.00	Drop ship for free installation - Delivery of completed truck To be installed on truck with 56" cab to axle measurement	1,950.00	1,950.00
		SUBTOTAL	\$ 25,405.00
		SALES TAX	
		TOTAL	\$ 25,405.00

Custom Fiberglass Coaches is a subsidiary of Bowie International, LLC

Make all purchase orders and checks to Bowie International, LLC
www.customfiberglasscoaches.com email: ask@customfiberglasscoaches.com

Vehicle: [Fleet] ²⁰²¹2020 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box

Image Not Available

Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

Vehicle: [Fleet] ²⁰²¹ 2020 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✔ Complete)

Selected Model and Options
MODEL

CODE	MODEL
X3A	2020 Ford Super Duty F-350 SRW XL 2WD SuperCab 8' Box

COLORS

CODE	DESCRIPTION
Z1	Oxford White

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (STD)	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
44G	Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	0.00 lbs	0.00 lbs

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
610A	Order Code 610A	0.00 lbs	0.00 lbs

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
X3E	Electronic-Locking w/3.73 Axle Ratio	2.00 lbs	11.00 lbs

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	0.00 lbs	0.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
TD8	Tires: LT245/75R17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] ²⁰²¹2020 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✓ Complete)

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
Z1	Oxford White	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
90L	Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Remote Keyless Entry, Trailer Tow Mirrors w/Power Heated Glass, power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	15.00 lbs	6.00 lbs
96V	XL Value Package -inc: Bright Chrome Hub Covers & Center Ornaments, Steering Wheel-Mounted Cruise Control, Chrome Front Bumper, Chrome Rear Step Bumper	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
66D	Pickup Box Delete -inc: Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs, GVWR), Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements), Rear Bumper Delete, Spare Wheel, Tire, Carrier & Jack Delete *CREDIT*	20.00 lbs	-386.00 lbs
67E	240 Amp Alternator	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
18B	Platform Running Boards	18.00 lbs	15.00 lbs
43B	Fixed Rear-Window w/Defrost	0.00 lbs	0.00 lbs
512	Spare Tire, Wheel, Carrier & Jack	-20.00 lbs	117.00 lbs
924	Privacy Glass	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] ⁷⁰²¹2020 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✓ Complete)

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
913	SYNC 3 Communications & Entertainment System -inc: enhanced voice recognition, 8" LCD capacitive touch screen in center stack w/swipe capability, pinch-to-zoom capability included w/available voice-activated touchscreen navigation system, 4.2" productivity screen in IP cluster, AppLink, 911 Assist, Apple CarPlay and Android Auto capability and 2 smart charging USB-C ports, 110V/400W Outlet, 1 in-dash mounted outlet	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
43C	110V/400W Outlet -inc: 1 in-dash mounted outlet	0.00 lbs	0.00 lbs
66S	Upfitter Switches (6) -inc: Located in overhead console	0.00 lbs	0.00 lbs
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror	0.00 lbs	0.00 lbs
Options Total		35.00 lbs	-237.00 lbs

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Vehicle: [Fleet] ²⁰²¹2020 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✓ Complete)

Window Sticker

SUMMARY

[Fleet] ²⁰²¹2020 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box

MSRP:\$38,090.00

Interior:Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
X3A	[Fleet] 2020 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box	\$38,090.00
OPTIONS		
18B	Platform Running Boards	\$445.00
43B	Fixed Rear-Window w/Defrost	\$60.00
43C	110V/400W Outlet Inc.	
44G	Transmission: TorqShift 10-Speed Automatic	\$0.00
512	Spare Tire, Wheel, Carrier & Jack	\$295.00
610A	Order Code 610A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
66D	Pickup Box Delete	(\$625.00)
66S	Uplifter Switches (6)	\$165.00
67E	240 Amp Alternator	\$85.00
872	Rear View Camera & Prep Kit	\$415.00
90L	Power Equipment Group	\$915.00
913	SYNC 3 Communications & Entertainment System	\$450.00
924	Privacy Glass	\$30.00
96V	XL Value Package	\$395.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	\$0.00
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S (4)	\$0.00
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00

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Vehicle: [Fleet] ²⁰²¹2020 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (☒ Complete)

Z1

Oxford White

\$0.00

SUBTOTAL

\$41,110.00

Adjustments Total

\$0.00

Destination Charge

\$1,695.00

TOTAL PRICE

\$42,805.00

FUEL ECONOMY

Est City: N/A

Est Highway: N/A

Est Highway Cruising Range: N/A

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11604, Data updated Aug 9, 2020 10:42:00 PM PDT



160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: PORTERVILLE

Quote No.: 9726

Phone: (559) 233-8818

(559) 268-8506

Quote To: **City of Porterville**

291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville**

291 N Main St
Porterville, CA 93257

Phone: (559) 782-7566

Fax: (559) 782-4050

Date		Ship Via	F.O.B.		Terms	
08/10/20		Up-Fit Shop	Origin		Net Next EOM	
Purchase Order Number			Sales Person			Required
			Derek Marchini			08/10/20
Required	Quantity		Item Number	Description	Unit Price	Amount
	Shipped	B.O.				
1			LP450NMO	450mhz Dome Antenna	38.00	38.00
1			NMO58U-NC	NMO Coax Kit w/ 17' of RG58	19.00	19.00
1			RFU6001	Mini UHF Connector RG58	5.00	5.00
1			MATERIALSFEE	Installation Material Bundle	50.00	50.00
1			LAISSREG	Shop Installation Moto APX6500 -05 radio, supplied by customer	250.00	250.00
1			DS-DELL-604-2	Havis Docking Staion for Dell Latitude 12 Rugged Tablet. Duall Pass. Int. P/S	689.00	689.00
1			PKG-KB-208	Havis Rugged Keyboard & Mount	409.00	409.00
1			PKG-PSM-385	Havis Passenger Side Mount Pkg. fits '17+ F250/350/450 '15+ F150, '18 Expedition	510.00	510.00
1			MA1-0900600M-	Cradlepoint IBR900 Modem w/WiFi 1 yr NetCloud & Support	869.00	869.00
1			AP-IBR1100-Q-E	Antenna+ Antenna for Cradlepoint IBR900/1100 Black w/Bolt Mount	205.00	205.00
1			MATERIALSFEE	Installation Material Bundle	75.00	75.00
1			5028	6 Circuit Water Resistant Fuse Block w/Cover	33.00	33.00
1			7615B	Blue Seas Solenoid/Timer. 120amp 12vdc	92.00	92.00
1			LAISSREG	Shop Installation	500.00	500.00

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLE

Quote No.: 9726

Phone: (559) 233-8818

(559) 268-8506

Quote To: **City of Porterville**

291 N Main St
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville**

291 N Main St
Porterville, CA 93257

Phone: (559) 782-7566

Fax: (559) 782-4050

Date	Ship Via	F.O.B.	Terms
08/10/20	Up-Fit Shop	Origin	Net Next EOM
Purchase Order Number	Sales Person	Required	
	Derek Marchini	08/10/20	
Quantity	Item Number	Description	Unit Price
Required Shipped B.O.			Amount

Animal Control Truck

Quote subtotal 3744.00

Sales tax @ 7.75000%

Quote total

We appreciate your continued patronage

Thank You



National Auto Fleet Group

A Division of Chevrolet of Watsonville

480 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/24/2020

Quote ID: 14017

Order Cut Off Date: TBA

Mr JOSH MANISS
CITY OF PORTERVILLE

291 n Main st

porterville, California, 93257

Dear JOSH MANISS,

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

One (1) New/Unused (2021 Chevrolet Colorado (12M53) 2WD Ext Cab 128" Work Truck 6.2' Box,)
and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$29,775.00	\$25,540.97	14.220 %	\$4,234.03
Tax (9.2500 %)		\$2,362.54		
Tire fee		\$8.75		
Transportation		\$389.00		
Total		\$28,301.26		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**.
Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment
terms are Net 20 days after receipt of vehicle.

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

Sincerely,

KEVIN BUZZARD
Account Manager
Email: BUZZARD5150@GMAIL.COM
Office: (714) 264-1867
Fax: (831) 480-8497



GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@NationalAutoFleetGroup.com

We will then send a W-9 if you need one

**Please contact our main office with any
questions:
1-855-289-6572**

Vehicle Configuration Options

EMISSIONS	
Code	Description
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS
ENGINE	
Code	Description
LGZ	ENGINE, 3.6L DI DOHC V6 VVT, (308 hp [230.0 kW] @ 6800 rpm, 275 lb-ft of torque [373 N-m] @ 4000 rpm)
TRANSMISSION	
Code	Description
M5T	TRANSMISSION, 8-SPEED AUTOMATIC
AXLE	
Code	Description
GU6	REAR AXLE, 3.42 RATIO
PREFERRED EQUIPMENT GROUP	
Code	Description
2WT	WORK TRUCK PREFERRED EQUIPMENT GROUP, includes standard equipment
TIRES	
Code	Description
QHR	TIRES, 255/65R17 ALL-SEASON, BLACKWALL, (STD)
SPARE TIRE	
Code	Description
ZAO	TIRE, SPARE 255/65R17 ALL-SEASON, BLACKWALL
PAINT	
Code	Description
GAZ	SUMMIT WHITE
PAINT SCHEME	
Code	Description
	STANDARD PAINT
SEAT TYPE	
Code	Description
AR7	SEATS, FRONT BUCKET, (STD)
SEAT TRIM	
Code	Description
H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM
RADIO	
Code	Description

IOR	AUDIO SYSTEM, CHEVROLET INFOTAINMENT 3 SYSTEM, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable (STD)
ADDITIONAL EQUIPMENT	
Code	Description
PCN	WT CONVENIENCE PACKAGE, includes (ATG) Remote Keyless Entry, (UTJ) theft-deterrent system, (K34) electronic cruise control, (PPA) EZ-Lift tailgate and (A91) Remote locking tailgate
G80	DIFFERENTIAL, AUTOMATIC LOCKING REAR
CTT	HITCH GUIDANCE, dynamic single line to aid in truck trailer alignment for hitching
Z82	TRAILERING PACKAGE, HEAVY-DUTY, includes trailer hitch and 7-pin connector
5GD	TOW/HAUL MODE
RM7	WHEEL, SPARE, 17 X 8" (43.2 CM X 20.3 CM) STEEL
PPA	TAILGATE, EZ-LIFT AND LOWER
A91	TAILGATE, REMOTE LOCKING, (locks and unlocks with key fob)
CGN	BEDLINER, SPRAY-ON, BLACK WITH CHEVROLET LOGO
B38	FLOOR COVERING, FULL-LENGTH BLACK VINYL
K34	CRUISE CONTROL, ELECTRONIC, AUTOMATIC
ATG	REMOTE KEYLESS ENTRY, EXTENDED RANGE
UTJ	THEFT-DETERRENT SYSTEM, UNAUTHORIZED ENTRY
UD7	REAR PARK ASSIST, ULTRASONIC
5H1	KEY EQUIPMENT, TWO ADDITIONAL KEYS FOR SINGLE KEY SYSTEM, Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense.
WHEEL TYPE	
Code	Description
RAP	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) ULTRA SILVER METALLIC STEEL, (STD)
GVWR	
Code	Description
CH9	GVWR, 5700 LBS. (2585 KG)

2021 Fleet/Non-Retail Chevrolet Colorado 2WD Ext Cab 128" Work Truck 6.2' Box

WINDOW STICKER

2021 Chevrolet Colorado 2WD Ext Cab 128" Work Truck 6.2' Box		
CODE	MODEL	MSRP
12M53	2021 Chevrolet Colorado 2WD Ext Cab 128" Work Truck 6.2' Box	\$25,200.00
OPTIONS		
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS	\$0.00
LGZ	ENGINE, 3.6L DI DOHC V6 VVT, (308 hp [230.0 kW] @ 6800 rpm, 275 lb-ft of torque [373 N-m] @ 4000 rpm)	\$1,485.00
M5T	TRANSMISSION, 8-SPEED AUTOMATIC	\$0.00
GU6	REAR AXLE, 3.42 RATIO	INC
2WT	WORK TRUCK PREFERRED EQUIPMENT GROUP, includes standard equipment	\$0.00
QHR	TIRES, 255/65R17 ALL-SEASON, BLACKWALL, (STD)	\$0.00
ZAO	TIRE, SPARE 255/65R17 ALL-SEASON, BLACKWALL	INC
GAZ	SUMMIT WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AR7	SEATS, FRONT BUCKET, (STD)	\$0.00
H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM	\$0.00
IOR	AUDIO SYSTEM, CHEVROLET INFOTAINMENT 3 SYSTEM, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable (STD)	\$0.00
PCN	WT CONVENIENCE PACKAGE, includes (ATG) Remote Keyless Entry, (UTJ) theft-deterrent system, (K34) electronic cruise control, (PPA) EZ-Lift tailgate and (A91) Remote locking tailgate	\$530.00
G80	DIFFERENTIAL, AUTOMATIC LOCKING REAR	\$325.00
CTT	HITCH GUIDANCE, dynamic single line to aid in truck trailer alignment for hitching	INC
Z82	TRAILERING PACKAGE, HEAVY-DUTY, includes trailer hitch and 7-pin connector	\$250.00
5GD	TOW/HAUL MODE	INC
RM7	WHEEL, SPARE, 17 X 8" (43.2 CM X 20.3 CM) STEEL	INC
PPA	TAILGATE, EZ-LIFT AND LOWER	INC
A91	TAILGATE, REMOTE LOCKING, (locks and unlocks with key fob)	INC
CGN	BEDLINER, SPRAY-ON, BLACK WITH CHEVROLET LOGO	\$475.00
B38	FLOOR COVERING, FULL-LENGTH BLACK VINYL	\$0.00
K34	CRUISE CONTROL, ELECTRONIC, AUTOMATIC	INC
ATG	REMOTE KEYLESS ENTRY, EXTENDED RANGE	INC

UTJ	THEFT-DETERRENT SYSTEM, UNAUTHORIZED ENTRY	INC
UD7	REAR PARK ASSIST, ULTRASONIC	\$295.00
5H1	KEY EQUIPMENT, TWO ADDITIONAL KEYS FOR SINGLE KEY SYSTEM, Provides two additional spare keys for a total of (4). (Keys will be cut but not programmed) NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense.	\$20.00
RAP	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) ULTRA SILVER METALLIC STEEL, (STD)	\$0.00
CH9	GVWR, 5700 LBS. (2585 KG)	INC

Please note selected options override standard equipment

SUBTOTAL	\$28,580.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,195.00
TOTAL PRICE	\$29,775.00
Est City: 18 MPG Est Highway: 25 MPG Est Highway Cruising Range: 525.00 mi	

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

Standard Equipment

MECHANICAL

Engine, 2.5L I4, DI, DOHC, VVT (200 hp [149.0 kW] @ 6300 rpm, 191 lb-ft of torque [259 N-m] @ 4400 rpm) (Not included on Crew Cab Long Box models.)
Transmission, 6-speed automatic, HMD, 6L50 (Included and only available with (LCV) 2.5L I4 engine.)
Rear axle, 4.10 ratio (Requires (LCV) 2.5L I4 engine. Not included on Crew Cab Long Box models.)
GVWR, 5400 lbs. (2449 kg) (Standard on Extended Cab models with (LCV) 2.5L I4 engine only.)
Rear wheel drive
Frame, fully-boxed
Pickup box
Steering, Electric Power Steering (EPS) assist
Brakes, 4-wheel antilock, 4-wheel disc

EXTERIOR

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver Metallic steel
Tires, 255/65R17 all-season, blackwall
Tire, compact spare T175/90D18, blackwall (Requires (RTX) 18" x 4.5" (45.7 cm x 11.4 cm) Black cast aluminum, compact spare tire. Standard with (LCV) 2.5L I4 engine only. Not included on Crew Cab Long Box models.)
Wheel, compact spare, 18" x 4.5" (45.7 cm x 11.4 cm) Black cast aluminum (Standard with (LCV) 2.5L I4 engine only. Not included on Crew Cab Long Box models.)
Bumper, rear chrome
CornerStep, rear bumper
Moldings, Black beltline
Headlamps, halogen with automatic exterior lamp control
Cargo box light, back of cab
Mirrors, outside manual-folding, Black
Door handles, Black
Capless Fuel Fill
Tailgate, locking
Tailgate handle, Black

ENTERTAINMENT

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Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable

Audio system feature, 6-speaker system

SiriusXM Radio enjoy an All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM.

(IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

INTERIOR

Seats, front bucket
Seat trim, Vinyl
Seat adjuster, driver 4-way power with manual recline
Seat adjuster, passenger 2-way manual fore/aft with manual recline
Seats, dual rear with underseat storage (Extended Cab models only.)
Console, floor, front compartment, custom
Floor covering, color-keyed carpeting
Floor mats, carpeted front (Deleted when (B38) full-length Black vinyl floor covering is ordered. Requires (B30) color-keyed carpeting floor covering.)
Floor mats, carpeted rear (Requires (B30) color-keyed carpeting floor covering.)
Steering wheel, urethane
Steering column, tilt, manual
Speedometer, miles/kilometers
Display, driver instrument information enhanced, one color
Windows, power with driver Express-Up and Down
Door locks, power
Theft-deterrent system, immobilization
USB data ports, 2 includes auxiliary input jack, located on the front console
Air conditioning, single-zone manual climate control
Handles, door release, front and rear, Jet Black
Mirror, inside rearview manual day/night
Visors, driver and front passenger with passenger vanity mirror
Lighting, interior, center dome

SAFETY

StabiliTrak, stability control system
Traction control, electronic
Daytime Running Lamps
Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Rear Vision Camera
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System (does not apply to spare tire)
Tire Fill Alert provides an audible and visual indication when tire pressure is added to a tire that is low. Aids to achieve optimal tire pressure

QuickQuoteID: 14017

Name

Mr JOSH MANISS

Organization Name

CITY OF PORTERVILLE

Address

291 n Main st
porterville California
93257

Upfit uploaded document

Description Name:

There is no attachment

Configured Total MSRP Price	\$29,775.00
Sourcwell Price	\$25,540.97
Total Savings	\$4,234.03
Total % Savings	14.220 %

Pricing

Quantity

1

Keys Per Unit (2 keys comes standard per unit)

No. of Service Manuals

Base Price \$25,540.97

Upfit Price \$0.00

Tax

Sales Tax Rate, if Non-Exempt

9.2500 % \$2,362.54

OR

Flat Tax Amount

Total Tire Fee \$8.75

Transportation \$389.00

Total

\$28,301.26

Order Cut Off is TBA

**MOTOROLA SOLUTIONS**

UNIT RADIOS (11)

Quote Number: QU0000508985

Effective: 07 JUL 2020

Effective To: 05 SEP 2020

Bill-To:

PORTERVILLE, CITY OF
350 NORTH D ST
PORTERVILLE, CA 93257
United States

Ultimate Destination:

PORTERVILLE, CITY OF
350 NORTH D ST
PORTERVILLE, CA 93257
United States

Attention:

Name: Sgt. Cody Dean
Email: cdean@ci.porterville.ca.us
Phone: (559) 782-7576

Sales Contact:

Name: Randy Emerzian
Email: randye@j-scommunications.com
Phone: 5594424400

Request For Quote: APX6500 UHF R1
Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	11	M25QSS9PW1AN	APX6500 UHF R1 MID POWER	\$2,438.00	\$1,779.74	\$19,577.14
1a	11	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1b	11	G426AD	ADD: ANT 1/4 WAVE WHIP 450-470 MHZ	\$25.00	\$18.25	\$200.75
1c	11	W432AG	ADD: AUXILARY SPKR 13W (3.2OHM)	\$71.50	\$52.20	\$574.20
1d	11	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
1e	11	G48BD	ENH: CONVENTIONAL OPERATION APX6500	\$500.00	\$365.00	\$4,015.00
1f	11	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	-	-	-
1g	11	G628AC	ADD: REMOTE MOUNT CBL 17 FEET	\$15.00	\$10.95	\$120.45
1h	11	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	-	-	-
1i	11	G442AJ	ADD: O5 CONTROL HEAD	\$572.00	\$417.56	\$4,593.16
1j	11	G67BC	ADD: REMOTE MOUNT MID POWER	\$297.00	\$216.81	\$2,384.91
1k	11	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	\$4,135.45
1l	11	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$52.56	\$578.16

Estimated Tax Amount

\$3,346.58

Estimated Freight Amount

\$361.79

Total Quote in USD**\$39,887.59**

Installation not included.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number



Savings	\$8,586.54
Subtotal (6)	\$18,246.36
Estimated Shipping	\$0.00
Environmental Fee	\$24.00
Total	\$18,270.36

✓ You've successfully saved a new eQuote - #3000066418257

✕

Details

New PD Car Builds
Quote number # 3000066418257
Created August 5, 2020
Expires October 4, 2020
Created by
Sisch@ci.porterville.ca.us
Authorized buyer Ted Williams

Customer details

Billing

Order contact
Sarah Isch,
Dell Contract Code:
C000000181156
Customer agreement number:
MNWNC-108/7157034003
Phone number: (559) 782-7440
Additional::
Sisch@ci.porterville.ca.us

Billing information
ACCOUNTS PAYABLE, CITY OF
PORTERVILLE
291 N MAIN ST, PORTERVILLE,
CA, 93257-3737
Customer number: 4023319
Phone number: (559) 782-7454
Additional::
AGUSTUSON@CI.PORTERVILLE.CA.US

Tax exemption
I am tax exempt

Shipping

Shipping information
Sarah Isch, Porterville PD
350 N D St, Porterville, CA, 93257-
3651
Phone number: (559) 782-7440
Additional::
sisch@ci.porterville.ca.us

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Description

New MDTs for New Car Builds

Items	Quantity	Unit Price	Item total
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Latitude 7212 Rugged - Build your own

6

\$4,472.15

\$26,832.90



Discounted unit price: \$3,041.06
Estimated Ship Date
August 17, 2020 - August 20, 2020

Premier discount

-\$8,586.54

Catalog Number: 84 / xctol721212usr

Category	Description	Code	SKU	ID
Latitude 12 Rugged Extreme (7212)	Dell Latitude 7212 Rugged, XCTO	7212XT	[210-AMTI]	1
Processor	Intel® Core™ i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz, 15W, vPro)	GC90U48	[379-BDCY]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	10P64M	[619-AHKN]	11
Windows AutoPilot	No Windows AutoPilot	GYE02AP	[340-CKSZ]	291

Category	Description	Code	SKU	ID
Microsoft Office	No Microsoft Office License Included	16MUI	[658-BCSB]	1002
Base Options	Intel® Core™ i7-8650U with u-blox NEO-M8 GPS card 16GB Memory	GXSB9D4	[338-BOPX]	149
Systems Management	No Out-of-Band Systems Management	NOVPRO	[631-ABLD]	49
Memory	16GB 1866MHz LPDDR3 Memory	16GB	[370-ADVR]	3
Hard Drive	M.2 256GB SATA Class 20 Solid State Drive	256SSD	[400-AOTF]	8
Driver	8265 Driver	8265	[555-BDQR]	7
Wireless	Intel 8265 Wi-Fi + Bluetooth 4.2 Wireless Card (2x2)	8265S	[555-BDIB] [575-BBOR]	19
Mobile Broadband	DW5811 Gobi5000 4G/LTE Wireless WAN Card for Verizon (Windows 8.1/10)	8T5811V	[556-BBUU] [575-BBOR]	114
Primary Battery	34 Whr, 2 Cell, ExpressCharge™, Lithium Ion Battery	2C34W	[451-BCCD]	112
Power Supply	45 Watt AC Adaptor	45WTAC	[450-AEHK]	1015
Protect your new PC	No Security Software	NOSS	[650-AAAM]	1014
Operating System Recovery Options	No Media	NOMEDIA	[620-AAOH]	200013
Cable	Power Cord, US	US2A	[537-BBBD]	20
Placemat	No Quick Reference Guide	NOTSH	[340-AASE]	60
Canada Ship Options	US No Canada Ship Charge	USNONE	[332-1286]	111
Carrying Cases	No Carrying Case	NONE	[460-BBEX]	118
Second Battery	No Secondary Battery	CVR	[451-BBSG]	113
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFD0C	[340-AGIK]	21
Configuration Type	Custom Configuration	NOFGA	[817-BBBB]	572
Label	Regulatory Label Included	RWWAN	[389-CGCH]	676
Non-Microsoft Application Software	Windows 10 Additional Software	WIN10	[525-0131] [525-BBCL] [640-BBLW] [658-BBMR] [658-BBNF] [658-BCUV] [658-BDPH] [658-BDQY]	1003
Packaging	Shuttle SHIP Material	SHTL	[340-AAFC] [340-AQMD]	465
TAA	No TAA	NOTAA	[340-ACQQ]	97
Mouse	No Mouse Selected	NOMSE	[570-AADK]	12
Diagnostic CD / Diskette	No USB DVD	NOUDVD	[429-AATO]	50
ENERGY STAR	ENERGY STAR Qualified	ESTAR	[387-BBJZ]	122
Transportation from ODM to Region	Standard Shipment	STND	[800-BBGF]	200080

Category	Description	Code	SKU	ID
Support Tech Sheet and Powercord	No UPC	NOUPC	[389-BDCE]	292
Camera	5MP HD Webcam / 8MP Rear Camera with Flash and Dual Microphone	KCAMIC	[319-BBEQ] [520-AAMZ]	379
Chassis Options	WLAN/WWAN Chassis 11.6 FHD (1920 X1080) Outdoor-Readable Glove-Capable Touchscreen w/Gorilla Glass	CHSWW	[321-BCWV] [389-CFVW]	116
Backpack Pogo Connector	Connector for I/O Expansion	CON	[750-AAXB]	289
Serial Port	Micro Serial Port	PORT	[470-ACKF]	698
Hazardous Locations Certification	No Hazardous Locations Certification	NOHLC	[340-ACQQ]	739
Back cover	Full Security, Smartcard/Contactless Smartcard/Fingerprint Reader	SCNXFR	[346-BCIU] [461-AAEY]	376
Hardware Support Services	5 Years ProSupport with Next Business Day Onsite Service	PN5	[804-0499] [804-0500] [975-3461] [989-3449] [997-6988] [997-6999]	29
Accidental Damage	Accidental Damage Service, 5 Years	AD5	[973-9201]	33

Item total: \$18,246.36

Savings: \$8,586.54

Subtotal (6): \$18,246.36

Savings \$8,586.54

Subtotal (6) \$18,246.36

Estimated Shipping \$0.00

Environmental Fee \$24.00

Total \$18,270.36

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

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Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.

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¹Subject to applicable law and regulations.

8/5/2020

Your Shopping Cart

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Cookie Consent

BODY WORN CAMERAS (11)
TASERS (7)

Q-264685-44054.992LM

Issued: 08/11/2020

Quote Expiration: 09/29/2020

Account Number: 148556

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Contract Number: 00008642



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO

Sarah Isch
Porterville Police Dept. - CA
350 N. D Street
Porterville, CA 93257
US

BILL TO

Porterville Police Dept. - CA
291 N. Main Street
Porterville, CA 93257
US

SALES REPRESENTATIVE

Kyle Panasewicz
Phone: (480) 905-2071
Email: kylep@axon.com
Fax:

PRIMARY CONTACT

Sarah Isch
Phone: (559) 782-7440
Email: sisch@ci.porterville.ca.us

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	3	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	1	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	21	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	12	7	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	7	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		4	699.00	699.00	2,796.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		4	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		4	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		7	699.00	699.00	4,893.00
74210	AXON BODY 3 - 8 BAY DOCK		1	1,495.00	1,495.00	1,495.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		7	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		7	0.00	0.00	0.00
11003	YELLOW X26P CEW, HANDLE		7	1,113.00	1,113.00	7,791.00
11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK		7	70.50	70.50	493.50

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22010	PPM, STANDARD BATTERY PACK, X2/X26P		7	68.00	68.00	476.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	1	468.00	468.00	468.00
71019	NORTH AMER POWER CORD FOR AB3 8- BAY, AB2 1-BAY / 6-BAY DOCK		1	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	7	468.00	468.00	3,276.00
73830	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT	12	7	288.00	288.00	2,016.00
Subtotal						23,704.50
Estimated Shipping						0.00
Estimated Tax						0.00
Total						23,704.50
Grand Total						23,704.50

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to

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Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

**MOTOROLA SOLUTIONS**

Quote Number: QU0000509545

Effective: 15 JUL 2020

Effective To: 13 SEP 2020

Bill-To:

PORTERVILLE, CITY OF
350 NORTH D ST
PORTERVILLE, CA 93257
United States

Ultimate Destination:

PORTERVILLE, CITY OF
350 NORTH D ST
PORTERVILLE, CA 93257
United States

Attention:

Name: Sgt. Cody Dean
Email: cdean@ci.porterville.ca.us
Phone: (559)782-7576

Sales Contact:

Name: Randy Emerzian
Email: randye@j-scommunications.com
Phone: 5594424400

Request For Quote: APX6500 UHF R1 with spare Batt**Contract Number:** LA COUNTY (CA)**Freight terms:** Prepay and Add to Invoice**Payment terms:** Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	7	H98QDD9PW5BN	APX6000 UHF R1 MODEL 1.5 PORTABLE	\$2,705.00	\$1,974.65	\$13,822.55
1a	7	H35BU	ADD: CONVENTIONAL OPERATION	\$500.00	\$365.00	\$2,555.00
1b	7	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$375.95	\$2,631.65
1c	7	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	\$25.00	\$18.25	\$127.75
1d	7	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	-	-	-
1e	7	H207EZ	DEL: DELETE STANDARD BATTERY	\$-30.00	\$-21.90	\$-153.30
1f	7	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	\$100.00	\$73.00	\$511.00
1g	7	H842AU	ADD: SINGLE UNIT PACKING	-	-	-
1h	7	QA05100AA	ENH:STD WARRANTY APPLIES-NO SFS	-	-	-
2	7	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$165.00	\$123.75	\$866.25
3	7	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	\$121.00	\$102.85	\$719.95
4	7	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	\$163.00	\$130.40	\$912.80
Estimated Tax Amount						\$2,034.41
Estimated Freight Amount						\$241.93
Total Quote in USD						\$24,269.99

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)

**TriVan Truck Body**

1385 West Smith Road
Ferndale, WA 98248

Ph (360) 380-0773 www.trivan.com
Fax (360) 312-1398

Estimate

Date	Estimate #
7/10/2020	8841

Name / Address
Porterville Police Department 350 N. D Street Porterville, CA 93257 (559) 782-7424

Ship To
Porterville Police Department 350 N. D Street Porterville, CA 93257 (559) 782-7424

P.O. No.	Terms	Due Date	Rep	Account #	FOB	Project
TBD	Due on receipt	7/10/2020	AMV		Ferndale, WA	
Item	Description					
QUOTATION	TriVan aluminum 8 compartment animal control body installed on customer supplied single rear wheel Ford F350 chassis with a 56" cab to axle (8' pickup bed delete chassis).					
DIMENSIONS	BODY DIMENSIONS: Length: 98"L (outside length) Width: 80"W (outside width) to suit SRW rear tires. Height: 40"H to 42"H (inside height) Overall height, from bottom of skirt to top of roof: 60"H					
CHASSIS INFO	CUSTOMER-SUPPLIED CHASSIS: Ford 8' bed SRW chassis or equivalent. Drop shipped to TriVan. Ford drop ship code: 88VJJ9					
DESIGN DRA...	DRAWINGS: AutoCad design drawings shall be provided for customer approval prior to manufacture.					
DESCRIPTION	GENERAL DESCRIPTION: Supply & install 98"L aluminum van body for animal control. Body shall be built with aluminum walls, ceiling & doors. All exterior doors are FORMED, not extruded. 8 compartment configuration. (4) total interior cage doors. Body to include a welded aluminum floor design for water drainage. Interior of cell compartments to be lined in smooth aluminum. Exterior lighting includes LED FMVSS lighting. Applicable sales tax not included.					
WALLS	WALL CONSTRUCTION: Snap Lock panels: .100" exterior skin with 1" vertical support posts 12" on center. SKIRTING: flush to bottom of cab, with rounded wheel openings and rubberized fenderette skirt trim.					
ROOF	ROOF: One-piece .040" aluminum roof skin crowned for water runoff. Extruded aluminum hat-shaped cross-bows. Extruded aluminum drip-rails above all door openings.					
FLOORING	SLOPED ALUMINUM FLOORING: Smooth aluminum flooring throughout, solid-welded for washout/hoseout. High-center floor that slopes AWAY FROM CENTER line of vehicle so water drains OUT towards exterior doors. No drain holes required. Drain system to be installed in all 4 side cells, but not required in the rear dead box) The gauge of flooring used to be as light as possible (.080") so as to reduce weight but not compromise strength.					

Subtotal
Sales Tax (0.0%)
Total



TriVan Truck Body

1385 West Smith Road
Ferndale, WA 98248

Ph (360) 380-0773 www.trivan.com
Fax (360) 312-1398

Estimate

Date	Estimate #
7/10/2020	8841

Name / Address
Porterville Police Department 350 N. D Street Porterville, CA 93257 (559) 782-7424

Ship To
Porterville Police Department 350 N. D Street Porterville, CA 93257 (559) 782-7424

P.O. No.	Terms	Due Date	Rep	Account #	FOB	Project
TBD	Due on receipt	7/10/2020	AMV		Ferndale, WA	
Item	Description					
DOORS	EXTERIOR DOORS: SIDE AND REAR (9) total exterior doors (4 on roadside, 4 on curbside, 1 on rear) are to be constructed of "BOX" ALUMINUM (10 GAUGE) / formed doors & profiles. Stainless steel hinges, 2-point recessed "D" handles (all keyed alike) Inside faces of all exterior doors to be skinned in smooth aluminum. Each exterior side door to be equipped with a spring-loaded door hold-open device. Door faces to be punch louvered for ventilation & air circulation.					
CAGE DOORS	CAGE DOORS: Supply & install (4) internal aluminum security doors installed. Doors are .100" aluminum construction with laser cut precise ventilation ports in face of door. Includes a stainless non-locking slamming latch. Each door to include a cutout opening near the handle to allow use of a catch pole by the animal control officer.					
PARTITION W...	PARTITIONS, DUCTING & PARTITION DOOR: Interior partitions and dividers (aluminum construction) as necessary to form 8 total animal compartments					
LINING	LINING: Interior walls of body (walls, inside face of doors) excluding ceiling, to be skinned in smooth, seamless overlapping aluminum UNPAINTED. No exposed fasteners, no sharp edges, no exposed wiring.					
FUEL FILLER	FUEL FILLER: Supply & install recessed fuel filler cup with standard hose assembly, to suit chassis fuel tank.					
12V ELECTRI...	12V ELECTRICAL: All exterior lighting to FMVSS-108, including: CLEARANCE: 3/4" LED bullet lights SIGNAL/STOP/TAILO: 2 oblong LED stop-tail-turn LED lights installed vertically, below floor height. REVERSE: 2 oblong LED reverse lights installed vertically below floor height. RESISTORS: Supply & install 50W 6ohm resistors to suit Chevy Colorado electrical system (suggest ARTR Part # B00UNG3EXQ) LICENCE PLATE LIGHT: To be a low-profile design, LED, so that the drop-down door doesn't hit it.					
RAMP	ANIMAL LOADING RAMP: Supply & install pull out aluminum animal ramp beneath passenger's side front compartment.					

Subtotal
Sales Tax (0.0%)
Total



Diamond Truck Body Mfg. Co. Inc.,

1908 E. Fremont St.
Stockton, CA 95205

QUOTATION

DATE	QUOTATON #
7/10/2020	18228

Phone: (209) 943-1655 Fax: (209) 943-0805

NAME / ADDRESS		Ship To	
CITY OF PORTERVILLE [ANIMAL CONTROL] 350 N. D STREET PORTERVILLE, CA 93257			
Customer Contact	AUGIE GONZALEZ	Customer Phone	

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	NET 30	8/9/2020	JC			WHITE.

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
501	CITY OF PORTERVILLE. ANIMAL CONTROL BODY 2020 PRICING. 8' FOOT DIAMOND ANIMAL CONTROL BODY. MODEL# AB-AC8-96. PAINTED WHITE AND INSTALLED, TO MOUNT ON FORD SUPER DUTY 57" CA. Z1 WHITE. PRICE INCLUDES: --"NEW STAINLESS STEEL INNER CAGE TUBE. --[8] EIGHT LIVE ANIMAL COMPARTMENTS --[1] ONE SMALL REAR TOOL COMPARTMENT [UPPER] --[1] ONE REAR DEAD ANIMAL COMPARTMENT [LOWER] --[1] ONE CURB SIDE ACCESS DOOR TO DEAD COMP. -- INNER SAFETY CAGE DOORS [STAINLESS STEEL] --[2] TWO 12V. ROOF VENT FANS. SWITCH IN CAB. --INNER CAGE PARTITIONS. SOLID W/ PUNCHED HOLES --INTERIOR LIGHTS IN ANIMAL COMPARTMENTS --STAINLESS STEEL SLOPING FLOORS [OUTWARD] --FRONT SWINGING CAGE PARTITION. --UNDER COATED. --PAINTED WHITE, AND INSTALLED ON CHASSIS --REAR BUMPER WITH D.O.T. LIGHTS. OPTIONAL ITEMS: ADD TO PRICE ABOVE.	1	18,500.00	18,500.00T
503	DEAD ANIMAL TRAY WITH HANDLES.	1	465.00	465.00T
503	ALUMINUM PULL OUT RAMP. CURB SIDE.	1	485.00	485.00T
503	DOG STEP ON STREET SIDE. [UNDER FRNT COMP.]	1	585.00	585.00T
503	RED DOT ROOF MOUNTED A/C W/2ND COMPRESSOR	1	6,850.00	6,850.00T

Quoted by John Cooper.

SUBTOTAL

SALES TAX (9.0%)

TOTAL



Diamond Truck Body Mfg. Co. Inc.,

1908 E. Fremont St.
Stockton, CA 95205

Phone: (209) 943-1655 Fax: (209) 943-0805

QUOTATION

DATE	QUOTATION #
7/10/2020	18228

NAME / ADDRESS	Ship To		
CITY OF PORTERVILLE [ANIMAL CONTROL] 350 N. D STREET PORTERVILLE, CA 93257			
Customer Contact	AUGIE GONZALEZ	Customer Phone	

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	NET 30	8/9/2020	JC			WHITE.

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
503	WHELEN FOUR CORNER STROBE LIGHTS. TILA ION.'S	1	985.00	985.00T
503	WHELEN JUSTICE AMBER LIGHT BAR [ON CAB]	1	3,200.00	3,200.00T
503	BACK UP ALARM. ECCO 510	1	95.00	95.00T
503	GO LIGHT SPOT LIGHT W/ REMOTE [MT. ON A/B ROOF]	1	750.00	750.00T
503	WEIGHT AND CHASSIS CERTIFICATE	1	45.00	45.00T
503	OPTION :100% ALUMINUM CONSTRUCTION. 50% LIGHTER THAN STEEL, AND RUST PROOF	0	7,000.00	0.00T
	WHELEN JUSTICE LIGHT BAR: FOUR CORNER AMBER L.E.D. LIGHT BAR WITH FOUR EXTRA AMBER LIGHT HEADS IN THE FRONT OF THE BAR. TWO TAKE DOWN WHITE L.E.D. LIGHTS, WITH ALLEY RIGHT AND ALLEY LEFT LIGHTS. MOUNT LIGHT BAR ON ROOF OF TRUCK, AND WIRE ALL LIGHT FUNCTIONS TO SWITCH BOX.			
	WHELEN FOUR CORNER L.E.D. LIGHTS: HIGH INTENSITY L.E.D. AMBER LIGHT HEADS. TWO LIGHT HEADS MOUNTED ON THE FRONT GRILL OF TRUCK, AND TWO MOUNTED ON EACH SIDE OF ANIMAL CONTROL BODY. [REAR.] ADDITIONAL LIGHTS CAN BE QUOTED.			
	GO LIGHT SPOT LIGHT MOUNTED TO ROOF OF THE ANIMAL BODY, FORWARD NEAR CAB. WIRED REMOTE TO BE WIRED TO IN CAB LOCATION, AND ONE WIRELESS REMOTE TO BE PROVIDED.			
	QUOTED BY JOHN COOPER. PLEASE GIVE ME A CALL IF YOU HAVE ANY QUESTIONS.. THIS QUOTE IS VALID FOR 90 DAYS.			
	CURRENT LEAD TIME IS 280 DAYS. SUBJECT TO CHANGE.			

Quoted by John Cooper.

SUBTOTAL \$31,960.00

SALES TAX (9.0%) \$2,876.40

TOTAL \$34,836.40

AUTHORIZATION _____

SIGNATURE _____



CITY COUNCIL AGENDA – SEPTEMBER 1, 2020

SUBJECT: Authorization to Purchase Specialized Equipment - Blower Magnetic Bearing Controller

SOURCE: Public Works

COMMENT: The City's Wastewater Treatment Facility (WWTF) is seeking authorization for the purchase of a PillAerator bearing control and pressure transmitter to replace the damaged parts in blower #3. The blower supplies oxygen to the activated sludge process where micro-organisms remove organics and suspended solids from the wastewater to meet discharge requirements set forth by the Central Valley Regional Water Quality Control Board.

Kaeser Compressor is the sole source for PillAerator parts and has provided a quote in the amount of \$8,745 for a replacement bearing controller and pressure transmitter. Staff is requesting City Council authorization to purchase replacement parts at a do not exceed amount of \$11,059.60 (which includes magnetic bearing controller, pressure switch, freight, taxes, and 10% contingency) from Kaeser Compressor.

Funding for the purchase of this equipment is the Sewer Operating Fund.

RECOMMENDATION: That City Council:

1. Authorize the purchase of a new magnetic bearing controller and pressure transmitter for a not to exceed amount of \$11,059.60 (which includes magnetic bearing controller, pressure switch, freight, taxes, and 10% contingency) from Kaeser Compressor;
2. Direct the Finance Director to initiate a Purchase Order to Kaeser Compressor for a not to exceed amount of \$11,059.60 (which includes magnetic bearing controller, pressure transmitter, freight, taxes, and 10% contingency); and
3. Direct the Finance Director to make payment to Kaeser Compressor upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS: 1. Kaeser Quote

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



QUOTATION

PRICE SUMMARY

Item	Description	Material	QTY	UM	Unit price USD	Total USD
10	Magnetlagerelektronik 52LJ008.1020.0020.	KPI01444	1.000	PC	8,165.19	8,165.19
20	Pressure transmitter DMD 341 330-0500-e	KPI00338	1.000	PC	580.06	580.06
TOTAL PRICE						8,745.25

Pricing does not include applicable sales taxes.

Terms of payment:

Payable immediately

Payment terms are subject to credit approval.

Terms of delivery (Incoterms® 2010)

FCA Shipping point

If prepay and add shipping is requested the freight charges will be added to the invoice.

Quotation valid until

08/17/2020

Contractual basis

Terms and conditions:

This Quote is effective and expressly conditional on Buyer's assent to all terms and conditions incorporated in this Quote that are additional to or different from those stated in Buyer's purchase order or other documents. However, if an executed, mutually agreed contract or agreement exists, that document shall take precedence. Buyer's assent to this provision will be manifested by ordering, paying for, or receiving any portion of the goods designated herein. Any modifications made by the recipient to the information provided on this quote form shall not be honored and shall be considered null and void. Seller's terms and conditions are available on request, and at us.kaeser.com/terms.





CITY COUNCIL AGENDA – SEPTEMBER 1, 2020

SUBJECT: Authorization to Award Contract - Wastewater Treatment Facility Digesters Rehabilitation Project

SOURCE: Engineering and Project Management

COMMENT: On July 28, 2020, staff received two bids for the Digester 2 and 3 Repair Project. The project will be located at the City's Waste Water Treatment Facility, and include the repair of Digesters No. 2 and No. 3 as both experienced structural damage of their steel dome covers. The Digester No. 2 dome cover was installed in 1953. There is significant corrosion damage to the Digester No. 2 floating dome cover that renders it inoperable. The Digester No. 3 dome cover was installed in 1977, and the fixed dome cover was damaged when overflow piping plugged due to struvite build up in supernatant piping and has been out of service since 2016. Repairs will likely require removing the digester dome cover to repair damage to the concrete wall at cover anchor bolt locations. Additionally the center column support bracing has buckled in at least one location. Also, the obsolete heat exchanger that was installed in 1977 and the digester gas flare will be replaced. The flare has recently required repairs to fix digester gas leaks.

The Engineer's Estimate of probable cost for the entire project was \$2,358,533. The low bid presented by GSE Construction of Livermore is \$2,117,500.00 which is \$241,033 less than the engineer's estimate. An additional \$211,750.00 is necessary for construction contingency (10%), and an additional \$148,225.00 (7%) is required for construction management, quality control and inspection equating to a total construction cost of \$2,477,475.00.

Funding for the project will come from the WWTF Reserve funds.

The bids are as follows:

Contractor	Amount
GSE Construction Livermore, CA	\$2,117,500.00
Cushman Contracting Corporation Goleta, CA	\$2,397,000.00

Staff has found the low bid acceptable.

RECOMMENDATION: That City Council:

1. Award the Digester 2 and 3 Repair Project to GSE Construction in the amount of \$2,117,500.00;
2. Authorize progress payments up to the 100% of the contract amount;
3. Authorize a 10% contingency to cover unforeseen costs;
4. Authorize an additional \$148,225.00 for construction management, construction surveying, quality control, and inspection services; and
5. 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 - DIGESTER 2 AND 3

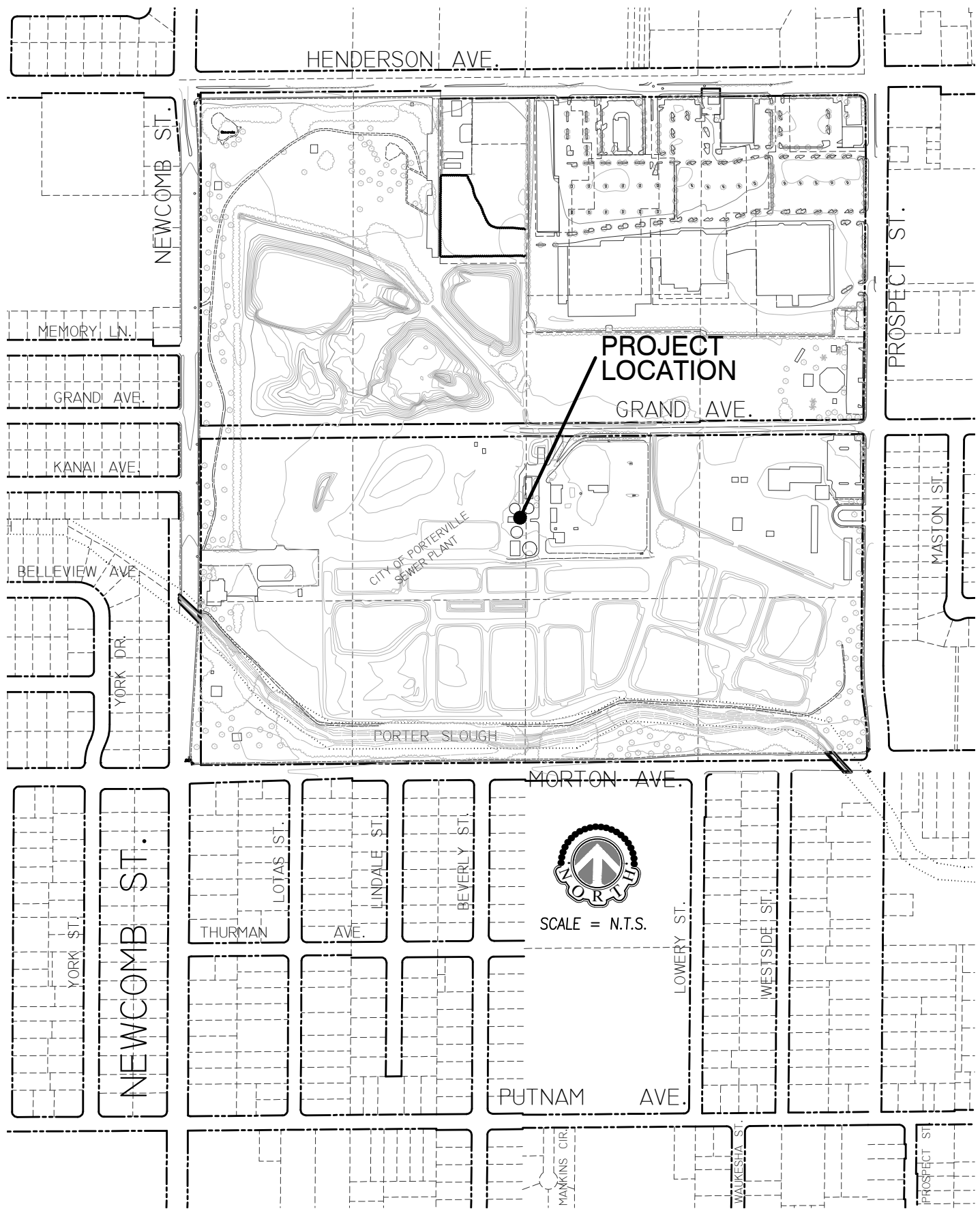
Appropriated/Funded:

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

WWTF REPAIR OF DIGESTER #2 AND #3 PROJECT

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



CITY COUNCIL AGENDA – SEPTEMBER 1, 2020

SUBJECT: Approve Memorandum of Understanding with the Tulare County Regional Transit Agency for Personnel and Administrative Services

SOURCE: Public Works

COMMENT: At its meeting on July 7, 2020, the City Council approved the Tulare County Regional Transit Agency (TCRTA) Joint Powers Agreement, which empowered member agencies to exercise their common power by the formation and operation of a new joint powers agency. TCRTA has full power and authority to own, operate, and administer a public transportation system within their jurisdictions of the member agencies.

On August 11, 2020, TCRTA, a public entity, was created by a Joint Exercise of Powers Agreement executed by the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, Woodlake, and the County of Tulare. During its initial meeting, on August 11, 2020, the Board of Directors was sworn-in and various governing documents were approved. At the conclusion of the meeting, the TCRTA Executive Director requested a Special Meeting to be held on August 24, 2020, to consider a Memorandum of Understanding (MOU) with the City of Porterville for transit consulting services.

At the TCRTA board meeting on August 24, 2020, the TCRTA Executive Director discussed the need to have transit operations staff to begin working on items, such as transit planning services. The MOU outlines the following:

Section 1. City shall provide to TCRTA transit planning services necessary for TCRTA to carry out the powers granted to TCRTA by the Joint Powers Agreement. Such services shall be provided to TCRTA under the general direction of TCRTA's Executive Director, with administrative and clerical support from TCRTA through its arrangements with the Tulare County Association of Governments (TCAG);

Section 4. City shall provide the personnel necessary to perform the services on days and hours agreed by the TCRTA Executive Director and the City's City Manager or designee; and

Section 5. TCRTA shall pay to City one-half of the City staff time in September of each year and the remaining one-half in April of each year.

The attached draft MOU has been reviewed by the City Attorney and staff, and is recommended for approval.

RECOMMENDATION: That the City Council:

1. Approve the Memorandum of Understanding (MOU) with the Tulare County Regional Transit Agency for personnel and administrative services; and
2. Authorize the City Manager and City Attorney to execute said MOU.

ATTACHMENTS:

1. Draft Memorandum of Understanding
2. Tulare County Regional Transit Authority Staff Report - August 24, 2020

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

MEMORANDUM OF UNDERSTANDING
BETWEEN
TULARE COUNTY REGIONAL TRANSIT AGENCY
AND
CITY OF PORTERVILLE
CONCERNING ADMINISTRATIVE SERVICES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of August 24, 2020, by and between the TULARE COUNTY REGIONAL TRANSIT AGENCY, a joint powers agency ("TCRTA"), and CITY OF PORTERVILLE, a California municipal corporation ("CITY"). "TCRTA and CITY are each a "Party" and together are the "Parties" to this MOU, which is made with reference to the following:

- A. TCRTA is a public entity created by a Joint Exercise of Powers Agreement executed by the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake, and the County of Tulare as of the 11th day of August, 2020 (the "Joint Powers Agreement"), a copy of which is attached to this MOU as *Exhibit A*; and
- B. TCRTA does not have professional staff to perform the administrative functions which it is required to carry out under the Joint Powers Agreement; and
- C. TCRTA desires to contract with CITY for the performance of certain of these duties and CITY is agreeable to rendering the aforementioned services to TCRTA on the terms and conditions hereinafter set forth; and
- E. The Parties have the power to enter into this MOU under the provisions of section 6500 et seq. of the Government Code and the Joint Powers Agreement.

NOW, THEREFORE the Parties agree as follows:

1. CITY shall provide to TCRTA administrative transit planning services necessary for TCRTA to carry out the powers granted to TCRTA by the Joint Powers Agreement. Such services shall be provided to TCRTA under the general direction of TCRTA's Executive Director, with administrative and clerical support from TCRTA through its arrangements with the Tulare County Association of Governments ("TCAG").
2. In addition to the administrative services specified in Paragraph 1 above, TCRTA may authorize CITY to perform additional administrative services for TCRTA under this MOU.
3. If TCRTA should decide to acquire any equipment, materials, supplies, or transportation, and make such property of TCRTA available to CITY for use by CITY in performing services under this MOU, then TCRTA may do so.
4. CITY shall provide the personnel necessary to perform the services referred to in Paragraphs 1 and 2 above. Such personnel shall perform services for TCRTA on such days and at such hours as may be agreed upon by the TCRTA Executive Director and the CITY's City Manager (or designee).

Comment [J1]: This likely needs additional detail/clarification. Does part of the Admin. Services provided by the City including the provision of the JPA Exec. Director? I'd recommend elaborating to include additional detail concerning what personnel/services are being provided to the JPA.

Comment [JLK2]: For the purposes of this Agreement, the services are "transit planning" in nature and not to act as the Executive Director.

5. TCRTA is required to prepare a budget and work program for each fiscal year. Such annual budget shall specify the reimbursement to be paid to CITY during the next fiscal year for services to be furnished under this MOU during the fiscal year. Such budgeted amount shall take into account the time and salaries of CITY employees who will be performing work for TCRTA, all incidental costs pertaining to such CITY employees such as, but not limited to, retirement and insurance contributions by CITY, transportations expenses, costs of equipment and supplies to be acquired by CITY to perform the services, costs of supervision, and all other incidental costs which will be incurred by CITY, so that the amount budgeted by TCRTA for payment to CITY will reasonably approximate the actual cost to CITY of providing such services during the fiscal year. TCRTA shall pay to CITY one-half (1/2) of said budgeted amount in September of each year and the remaining one-half (1/2) in April of each year.

6. If the amount budgeted and paid by TCRTA to CITY for services by CITY during any fiscal year does not reasonably approximate the actual costs incurred by CITY during such fiscal year, then the budget for the next fiscal year shall be increased or decreased by an amount sufficient to correct the underpayment or overpayment to CITY for the prior fiscal year.

7. TCRTA, through its arrangements with the TCAG, shall provide office space and related support for the personnel who are carrying out duties for TCRTA under this MOU. The cost of such office space shall be borne by TCRTA through its annual budget.

8. In rendering such services to TCRTA, the standards of performance, the assignment and discipline of employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in CITY. In the event of a dispute between the Parties concerning the extent of the duties and functions to be rendered under this MOU, or the level or manner of performance of such services, the determination of TCRTA's Executive Director or TCRTA's Board of Directors shall be final with regard to the services performed under this MOU.

9. To facilitate the performance of services under this MOU, it is agreed that CITY shall have full cooperation and assistance from TCRTA and its Governing Board.

10. All persons employed in the performance of services for TCRTA under this MOU shall be CITY employees. However, CITY may from time to time subcontract portions of the required work, with the prior approval of TCRTA's Governing Board.

11. TCRTA shall have no responsibility for the payment of any salaries, wages, or other compensation to any CITY personnel performing services for TCRTA pursuant to this MOU, or any liability other than that provided for in this MOU. TCRTA shall not be liable for compensation or indemnity to any CITY employee for injury or sickness arising out of his or her employment.

12. Pursuant to Sections 895-895.8 of the Government Code, CITY shall indemnify and hold harmless TCRTA from any loss, damage or liability arising out of the performance of the duties of CITY employees for TCRTA pursuant to this MOU. However, CITY, its officers and employees, do not indemnify TCRTA or assume any liability for intentional or negligent acts of TCRTA or its officers and employees.

Comment [J3]: If the Executive Director is also an employee of the City, this language should be modified so that the determination of the Board shall be final with regard to services performed – otherwise there is a conflict.

Comment [JLK4]: Okay.

Comment [JLK5]: Okay.

13. This MOU shall become effective when it has been executed by both Parties and shall continue in effect until terminated. This MOU may be terminated by either Party upon not less than thirty (30) days' advance written notice to the other Party, which notice shall specify the effective date of the termination and the reasons therefor.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first above written.

CITY OF PORTERVILLE

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

By _____
City Manager

By _____
Executive Director

ATTEST: City Clerk

Approved as to form:
County Counsel

By _____

Approved as to form:
City Attorney

By _____
Deputy
Matter No. 20192039

By _____

Jlk/08-24-2020/20192039/1522716.docx

Tulare County Regional Transit Agency

Special Meeting Agenda

August 24, 2020, 1:30 p.m.

NOTE: This meeting will allow Board Members and the public to participate in the meeting via Teleconference, pursuant to the Governor's Executive Order N-29-20 (March 17, 2020), available at:

<https://www.gov.ca.gov/wp-content/uploads/2020/03/3.17.20-N-29-20-EO.pdf>

The call-in number for this meeting is: 877-858-5743 | Passcode: 609873

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, including auxiliary aids, translation requests, or other accommodations, or to be able to access this agenda and documents in the agenda packet, please contact the Tulare County Association of Governments ("TCAG") office at 559-623-0450 at least 3 days prior to the meeting. Any staff reports and supporting materials provided to the Board after the distribution of the agenda packet are available for public inspection at the TCAG office.

- 1. CALL TO ORDER, WELCOME, AND ROLL CALL**
- 2. ACTION ITEM: APPROVE MEMORANDUM OF UNDERSTANDING WITH CITY OF PORTERVILLE FOR PERSONNEL AND ADMINISTRATIVE SERVICES (Pages 1-4)**

ADJOURN

The next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on Monday, September 21, 2020 at 2:30 p.m. in the Tulare County Board of Supervisors Chambers, 2800 W. Burrel Avenue, Visalia, CA 93291.

TULARE COUNTY REGIONAL TRANSIT AGENCY

BOARD OF DIRECTORS	ALTERNATE	AGENCY
Mary Waterman-Philpot	Dave Hails	City of Exeter
Greg Gomez	Tina Hernandez	City of Farmersville
Pam Kimball	Brian Watson	City of Lindsay
Virginia Gurrola	Monte Reyes	City of Porterville
Jose Sigala – Vice Chair	Terry Sayre	City of Tulare
Rudy Mendoza	Emmanuel Llamas	City of Woodlake
Kuyler Crocker – Chair	Eddie Valero	County of Tulare

EX OFFICIO MEMBERS

Georgina Cardenas, CalVans

TCRTA STAFF

OFFICE INFORMATION

*The TCRTA is temporarily receiving support from the Tulare County Association of Governments.

TCAG

210 N. Church Street, Suite B

Visalia, CA 93291

Phone: (559) 623-0450

Fax: (559) 733-6720

www.tularecog.org

AGENDA ITEM 2

August 24, 2020

Prepared by Elizabeth Forte, TCAG Staff

SUBJECT:

Action: Approve Memorandum of Understanding with City of Porterville for Personnel and Administrative Services

DISCUSSION:

During the initial stages of formation, the TCRTA requires services and staff. While TCAG currently provides support services for TCRTA, it is necessary to have transit operations staff on board to begin working on items such as the transfer of transit operator services and contracts. A proposed MOU is attached to this staff report. The City of Porterville is scheduled to consider the MOU at its September 1, 2020 council meeting.

In the event that changes are needed per discussion with Porterville, it is recommended that the Board authorize changes if concurred upon by counsel. Any revisions to the MOU would be brought back to the Board for reaffirmation.

ATTACHMENT:

Memorandum of Understanding Between the Tulare County Regional transit Agency and the City of Porterville Concerning Administrative Services

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TULARE COUNTY REGIONAL TRANSIT AGENCY
AND
CITY OF PORTERVILLE
CONCERNING ADMINISTRATIVE SERVICES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of August 24, 2020, by and between the **TULARE COUNTY REGIONAL TRANSIT AGENCY**, a joint powers agency ("TCRTA"), and **CITY OF PORTERVILLE**, a California municipal corporation ("CITY"). "TCRTA and CITY are each a "Party" and together are the "Parties" to this MOU, which is made with reference to the following:

A. TCRTA is a public entity created by a Joint Exercise of Powers Agreement executed by the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake, and the County of Tulare as of the _____ day of _____, 2020 (the "Joint Powers Agreement"), a copy of which is attached to this MOU as **Exhibit A**; and

B. TCRTA does not have professional staff to perform the administrative functions which it is required to carry out under the Joint Powers Agreement; and

C. TCRTA desires to contract with CITY for the performance of certain of these duties and CITY is agreeable to rendering the aforementioned services to TCRTA on the terms and conditions hereinafter set forth; and

E. The Parties have the power to enter into this MOU under the provisions of section 6500 et seq. of the Government Code and the Joint Powers Agreement.

NOW, THEREFORE the Parties agree as follows:

1. CITY shall provide to TCRTA administrative services necessary for TCRTA to carry out the powers granted to TCRTA by the Joint Powers Agreement. Such services shall be provided to TCRTA under the general direction of TCRTA's Executive Director, with administrative and clerical support from TCRTA through its arrangements with the Tulare County Association of Governments ("TCAG").

2. In addition to the administrative services specified in Paragraph 1 above, TCRTA may authorize CITY to perform additional administrative services for TCRTA under this MOU.

3. If TCRTA should decide to acquire any equipment, materials, supplies, or transportation, and make such property of TCRTA available to CITY for use by CITY in performing services under this MOU, then TCRTA may do so.

4. CITY shall provide the personnel necessary to perform the services referred to in Paragraphs 1 and 2 above. Such personnel shall perform services for TCRTA on such days and at such hours as may be agreed upon by the TCRTA Executive Director and the CITY's City Manager (or designee).

5. TCRTA is required to prepare a budget and work program for each fiscal year. Such annual budget shall specify the reimbursement to be paid to CITY during the next fiscal year for services to be furnished under this MOU during the fiscal year. Such budgeted amount shall take into account the time and salaries of CITY employees who will be performing work for TCRTA, all incidental costs pertaining to such CITY employees such as, but not limited to, retirement and insurance contributions by CITY, transportations expenses, costs of equipment

and supplies to be acquired by CITY to perform the services, costs of supervision, and all other incidental costs which will be incurred by CITY, so that the amount budgeted by TCRTA for payment to CITY will reasonably approximate the actual cost to CITY of providing such services during the fiscal year. TCRTA shall pay to CITY one-half (1/2) of said budgeted amount in September of each year and the remaining one-half (1/2) in April of each year.

6. If the amount budgeted and paid by TCRTA to CITY for services by CITY during any fiscal year does not reasonably approximate the actual costs incurred by CITY during such fiscal year, then the budget for the next fiscal year shall be increased or decreased by an amount sufficient to correct the underpayment or overpayment to CITY for the prior fiscal year.

7. TCRTA, through its arrangements with the TCAG, shall provide office space and related support for the personnel who are carrying out duties for TCRTA under this MOU. The cost of such office space shall be borne by TCRTA through its annual budget.

8. In rendering such services to TCRTA, the standards of performance, the assignment and discipline of employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in CITY. In the event of a dispute between the Parties concerning the extent of the duties and functions to be rendered under this MOU, or the level or manner of performance of such services, the determination of TCRTA's Executive Director shall be final with regard to the services performed under this MOU.

9. To facilitate the performance of services under this MOU, it is agreed that CITY shall have full cooperation and assistance from TCRTA and its Governing Board.

10. All persons employed in the performance of services for TCRTA under this MOU shall be CITY employees. However, CITY may from time to time subcontract portions of the required work, with the prior approval of TCRTA's Governing Board.

11. TCRTA shall have no responsibility for the payment of any salaries, wages, or other compensation to any CITY personnel performing services for TCRTA pursuant to this MOU, or any liability other than that provided for in this MOU. TCRTA shall not be liable for compensation or indemnity to any CITY employee for injury or sickness arising out of his or her employment.

12. Pursuant to Sections 895-895.8 of the Government Code, CITY shall indemnify and hold harmless TCRTA from any loss, damage or liability arising out of the performance of the duties of CITY employees for TCRTA pursuant to this MOU. However, CITY, its officers and employees, do not assume any liability for intentional or negligent acts of TCRTA or its officers and employees.

13. This MOU shall become effective when it has been executed by both Parties and shall continue in effect until terminated. This MOU may be terminated by either Party upon not less than thirty (30) days' advance written notice to the other Party, which notice shall specify the effective date of the termination and the reasons therefor.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year first above written.

CITY OF PORTERVILLE

By _____
City Manager

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

ATTEST: City Clerk

By _____
Executive Director

By _____

Approved as to form:
City Attorney

Approved as to form:
County Counsel

By _____

By _____
Deputy
Matter No. 20192039

Jlk/08-18-2020/20192039/1519975.docx

DRAFT



CITY COUNCIL AGENDA – SEPTEMBER 1, 2020

SUBJECT: Approval of Measure R Program Supplement to Cooperative Agreement - Maintenance and Security Direct Costs

SOURCE: Engineering and Project Management

COMMENT: The Tulare County Association of Governments (TCAG), acting as the Local Transportation Authority ("Authority"), is requesting that the City of Porterville approve and submit a Program Supplement to the Cooperative Agreement for Trail Maintenance and Security direct costs as it relates to the City of Porterville Measure R Air Quality Program. This amendment, as approved through Resolution 55-2020, shall become effective October 1, 2020, and appropriates up to \$100,000 annually.

As stated above, this amendment will assist with Trail Maintenance and Security direct costs relating to the City of Porterville Measure R Air Quality Program; the amendment will also assist in funding the City's proposed new self-performed weed abatement program.

Staff has prepared the attached Program Supplement as directed by TCAG.

RECOMMENDATION: That the City Council:
1) Authorize the Mayor and City Clerk to execute the Program Supplement; and
2) Direct the City Clerk to transmit the executed Program Supplement to TCAG for approval.

ATTACHMENTS:

1. Resolution No. 55-2020
2. Measure R Program Supplement - Maintenance & Security

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. 55-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AFFIRMING AND APPROVING THE SUPPORT TO AMEND THE FINAL 2006 ONE- HALF CENT TRANSPORTATION SALES TAX MEASURE EXPENDITURE PLAN

WHEREAS, the Tulare County Association of Governments (TCAG) and the nine member agencies (Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake and the County of Tulare) have adopted the Final 2006 One-Half Cent Transportation Measure Expenditures Plan, known as the “Measure R Expenditure Plan”; and

WHEREAS, the Measure R Expenditures Plan list several significant regional projects that address the transportation needs within Tulare County; and

WHEREAS, from time to time the Measure R Expenditure Plan is to be reviewed and appropriately amended to meet the changing dynamics associated with regionally funded transportation projects, inclusive of bike, pedestrian and transit projects, and in order to meet the changing demands due several factors involving private developments and community interests within the nine member agencies; and

WHEREAS, City Council concurs with the need to amend the Measure R Expenditure Plan from time to time, and recommends fundamental changes to the regional project lists as follows:

- 1) The Cities of Exeter, Farmersville, Visalia and the County of Tulare requests flexibility for funding regional bike/trail improvements from the city of Visalia to Exeter and include ability to fund the Rocky Hill corridor bike/trail project.
- 2) Each of the agencies request flexibility for trail and sidewalk maintenance and security.
- 3) Each of the agencies request funding for Sustainable Corridor projects.
- 4) The Tulare County Association of Governments requests the creation of a \$2 million Transit Innovation and Technology Program.
- 5) The City of Porterville requests project funding clarification for State Route 65 and State Route 190 funds.
- 6) The City of Visalia requests project funding clarification for State Route 198 funds.
- 7) The City of Dinuba requests to replace the funding for Avenue 416 (Euclid to Synder) with City of Dinuba corridor improvements.
- 8) The Tulare County Association of Governments requests technical changes.

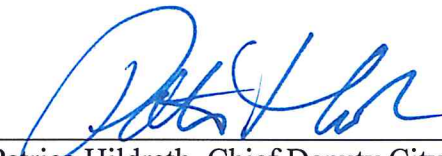
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the amendments to the Measure R Expenditure Plan and authorizes the Mayor and City Clerk to execute this Resolution and any other related documents as may be required.

PASSED, APPROVED AND ADOPTED this 7th day of July, 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 7th day of July, 2020.

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

Council:	PEÑALOZA	REYES	FLORES	STOWE	GURROLA
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Deputy City Clerk

MEASURE R PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

AUTHORITY Agreement No. _____

This Program Supplement (Program Supplement) is made and entered into on _____, by and between the City of Porterville (SPONSOR) and the Tulare County Association of Governments, acting as the Local Transportation Authority (AUTHORITY).

This Program Supplement hereby incorporates the “Measure R Cooperative Agreement” for Measure R Expenditures which was entered into between the SPONSOR and AUTHORITY on May 29, 2007 and is subject to all terms and conditions thereof.

This Program Supplement is executed under authority of Resolution No. 55-2020, dated July 7, 2020.

This program Supplement is sought for Maintenance and Security direct costs as incorporated into the Measure R Expenditure Plan with Amendment 5, effective October 1, 2020, under Transit/Bikes/Environmental Mitigation (Air Quality) Program and shall not exceed the amount of \$100,000 annually. Direct costs for Maintenance and Security as it relates to the Measure R Air Quality Program shall be financially accounted for separately from all other MR direct costs and presented as backup with each invoice. Each expense invoice for direct costs shall have the project listed.

Covenants of SPONSOR

- 1.1 This Program Supplement agrees that it will only proceed with work authorized for specific phase(s) with written “Authorization to Proceed” or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written “Authorization to Proceed” or AUTHORITY action.
- 1.2 The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.
- 1.3 Award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the project contract award.
- 1.4 Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.
- 1.5 If no costs have been invoiced for a six-month period, SPONSOR agrees to submit for each phase a written explanation of the absence of Project(s) activity along with target billing date and target billing amount.

(updated 8-19-2020)

Authority Agreement No. _____

IN WITNESS WHEREOF, the undersigned Parties have executed this Program Supplement on the day and year first written above.

COUNTY OF TULARE TRANSPORTATION AUTHORITY

By: _____

Authority Executive Director

Attest: _____

Authority Finance Director

City of Porterville

By: _____

Martha A. Flores, Mayor

Attest: _____

John D. Lollis, City Clerk



CITY COUNCIL AGENDA – SEPTEMBER 1, 2020

SUBJECT: Amendment No. 4 to Carollo Engineers, Inc. Professional Services Agreement for Master Plan Updates and Recycled Water Feasibility Study

SOURCE: Public Works

COMMENT: Carollo Engineers is currently under contract with the City to provide engineering services for the preparation of Sanitary Sewer, Water System and Storm Drain Master Plan Updates, Recycled Water Feasibility Study, and Storm Water Resources Master Plan, which was outlined in the Agreement of Services dated April 28, 2017.

City staff has determined that progression and project details are warranting additional services related to the Recycled Water Feasibility Study and the needs assessment of the Waste Water Treatment Facility, in the form regulatory compliance and detailed analysis of potential improvements associated with operational changes, and system wide impacts.

Staff's recommendation is that the original scope of services be expanded to cover four additional services:

1. Nitrate Control Program Assistance (CV SALTS)

The Wastewater Treatment Plant (WWTP) is located within the Tulare Lake Basin and is subject to the new requirements. The 2019 Basin Plan Amendment (BPA) became effective in 2020. The Basin Plan states that upon receipt of a Notice to Comply (NTC) from the Central Valley Water Board (Regional Board), existing permittees shall conduct a Nitrate Initial Assessment (NIA) of their discharge.

2. Biosolids Pre-Application Report

The State Water Resources Control Board (State Board) Monitoring and Reporting Program General Waste Discharge Requirements (WDRs) for the Discharge of Biosolids to Land for Use in Agricultural, Silvicultural, Horticultural, And Land Reclamation Activities (General Order), require a Pre-Application Report to be submitted for each field or distinct application area prior to the application of Biosolids.

3. 2020 Urban Water Management Plan

Urban Water Management Plans (UWMPs) are prepared by urban water suppliers every five years. These plans support the suppliers' long-term resource planning to ensure that adequate water supplies are available to meet existing and future water needs.

4. America's Water Infrastructure Act of 2018 (Risk and Resiliency Assessment)

Section 2013 of America's Water Infrastructure Act of 2018 (AWIA) requires community water systems that serve more than 3,300 people to complete a risk and resilience assessment and update or develop an emergency response plan.

Staff is seeking an amendment to Carollo Engineer's Service Agreement that will assist the City in the preparation of documentation to address the outlined regulatory considerations related to the City's operational practices across the organization.

The negotiated cost for the Nitrate Control Program Assistance (CV SALTS) is \$208,133, Biosolids Pre-Application Report is \$16,868 and will be funded from the Sewer Revolving Fund. The cost for the 2020 Urban Water Management Plan is \$72,190, the America's Water Infrastructure Act of 2018, Risk and Resilience Plan is \$143,520 and will be funded from the Water Replacement Fund. Additional tasks were included in the Scope of Services as a contingency for process complications and assistance. Should the Optional Tasks be required, for compliance Task 28 or 29 (optional tasks for CV Salts and the UWMP), additional cost of \$267,150 would be required to be funded from the identified budgets.

RECOMMENDATION: That the City Council:

1. Authorize the Mayor to execute Addendum No. 4 to Carollo Engineer's Services Agreement at an agreed upon fee of \$440,711 and up to an amount not to exceed \$707,861 to include the optional tasks, if required; and
2. Authorize progress payments up to 100% of the fee amount and authorize a 10% contingency to cover unforeseen costs.

ATTACHMENTS: 1. Amendment No. 4 to Carollo Engineers, Inc. Professional Services Agreement

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

August 14, 2020

**FOURTH AMENDMENT TO
AGREEMENT
FOR
ENGINEERING/CONSULTANT SERVICES**

**SANITARY SEWER, WATER SYSTEM, AND STORM DRAIN MASTER PLANS, AND
RECYCLED WATER FEASIBILITY STUDY**

This Fourth Amendment to the Agreement for Engineering/Consultant Services (Agreement) is made and entered into by and between the City of Porterville (CITY) and Carollo Engineers, Inc. (CONSULTANT), on this _____ day of September, 2020. This Fourth Amendment amends the Agreement entered into on April 28, 2017, by CITY and CONSULTANT, and amended on March 12, 2019, December 03, 2019, and May 20, 2020.

CITY and CONSULTANT agree as follows:

1. The Scope of Services in Attachment A of the Agreement is supplemented with Attachment A4, attached hereto and incorporated by reference.
2. Section 2 (PAYMENT) of the Agreement is supplemented with Exhibit B4.
3. Section 4 (COMPLETION DATE) of the Agreement, the completion date shall be revised to February 28, 2021.

As so amended, the Agreement remains in full force and effect.

CITY OF PORTERVILLE

CONSULTANT

By: _____
Officer

By: _____
Carollo Engineers, Inc.

By: _____
Carollo Engineers, Inc.

Attachments: Attachment A4, B4

ATTACHMENT A4
AMENDMENT NO. 4 TO
SCOPE OF WORK
ENGINEERING/CONSULTANT SERVICES
SANITARY SEWER, WATER SYSTEM, AND STORM DRAIN MASTER PLANS, AND
RECYCLED WATER FEASIBILITY STUDY

PURPOSE

The purpose of this Amendment No. 4 is to modify the scope of services for the Agreement dated April 28, 2017 between the City of Porterville (CITY) and Carollo Engineers, Inc. (CONSULTANT) and as previously amended with Amendments No. 1, No. 2, and No. 3.

Nitrate Control Program Assistance (CV SALTS)

The 2019 Basin Plan Amendment (BPA) for the Tulare Lake Basin contains a new Nitrate Control Program to control and regulate discharges to groundwater. The Wastewater Treatment Plant (WWTP) is located within the Tulare Lake Basin and is subject to the new requirements. The BPA became effective in 2020. The Basin Plan states that upon receipt of a Notice to Comply (NTC) from the Central Valley Water Board (Regional Board), existing permittees shall conduct a Nitrate Initial Assessment (NIA) of their discharge.

The Nitrate Control Program provides two pathways for compliance for permitted discharges to groundwater. Pathway A is for individual permittees and sets conservative limitations for source control. Requirements are based on categories that take into account nitrate concentrations in the discharge as well as in the Shallow Zone of the aquifer. Pathway B is for permittees proposing to be regulated under a Management Zone. Both Pathways have their own specific milestones and timelines. However, both Pathways require the development of an Early Action Plan (EAP) to identify means of providing short term safe drinking water supplies to users impacted by nitrate concentrations in their groundwater source which falls within the permittee's zone of contribution. When needed, both Pathways also require development of an Alternate Compliance Project to allow continued discharge into a threatened or impaired groundwater basin while the permittee develops a long-term solution to ensure safe drinking water and move toward balanced loading and restoration.

Biosolids Pre-Application Report

Provision 1.a. of the State Water Resources Control Board (State Board) Monitoring and Reporting Program General Waste Discharge Requirements (WDRs) for the Discharge Of Biosolids to Land for Use in Agricultural, Silvicultural, Horticultural, And Land Reclamation Activities (General Order), a Pre-Application Report shall be submitted for each field or distinct application area prior to the application of biosolids. A pre-application report shall be submitted 30 days prior to the date of the proposed application.

2020 Urban Water Management Plan

Urban Water Management Plans (UWMPs) are prepared by urban water suppliers every five years. These plans support the suppliers' long-term resource planning to ensure that adequate water supplies are available to meet existing and future water needs.

Starting in May 2016, with Governor Brown's Executive Order B-37-16 (Order), there has been an increased focus on improved water use planning. In 2017 the California Department of Water Resources and several other agencies developed an implementation framework titled "Making Conservation a California Way of Life" (Framework). Senate Bill 606 and Assembly Bill 1668 put forth requirements that were adopted in the California Water Code to advance the goals of the Order/Framework including:

- Use water more wisely
- Eliminate water waste
- Strengthen local drought resilience
- Improve agricultural water use efficiency and drought planning

The 2020 UWMP Guidebook is expected to reflect the changes in the California Water Code and cover a greater scope and increased level of detail as compared to the requirements for previous UWMPs. Some of the biggest changes for municipal water purveyors include:

- Assessing water loss to reduce water waste and meeting requirements to implement a new water loss standard for compliance by 2025.
- Identifying new demand management measures that translate to improved water use efficiency to meet indoor water use standards of 55 gpcd and 50 gpcd by year 2030 and 2035, respectively.
- Revising the multiple-dry-year condition to a period of five consecutive years of severe drought.
- Incorporating the outcome of potential non-drought related, natural hazard-induced impacts to supply.
- Preparing a Water Shortage Contingency Plan to address six standard shortage levels.
- Providing an update on Sustainable Groundwater Management Act compliance activities.

While the Department of Water Resources (DWR) has not yet published the 2020 Draft UWMP Guidebook, it is expected to be available in summer 2020 (Final 2020 UWMP Guidebook available in fall 2020). The 2020 UWMP for the CITY will be due July 1, 2021.

America's Water Infrastructure Act of 2018:

Section 2013 of America's Water Infrastructure Act of 2018 (AWIA) requires community water systems that serve more than 3,300 people to complete a risk and resilience assessment and update or develop an emergency response plan.

The CITY must conduct a risk and resilience assessment (RRA) as a first step and submit certification of its completion to the United States Environmental Protection Agency (EPA) by the following dates:

- March 31, 2020 if serving $\geq 100,000$ people.
- December 31, 2020 if serving 50,000 to 99,999 people.

- June 30, 2021 if serving 3,301 to 49,999 people.

Since the CITY serves approximately 66,000 customers, the RRA must be completed by December 31, 2020.

CONSULTANT'S SERVICES

Task 16: Project Management and Meetings

CONSULTANT's Project Manager will direct and coordinate the efforts of the team members in order to deliver all of the components of the project. Project Management includes facilitation of meetings, work order administration, monthly progress reports, coordination with CITY staff, and quality management.

The Project Manager will make staffing assignments, review work progress, coordinate quality management procedures, manage subconsultants, and communicate monthly progress reports to the CITY. The Project Manager will manage the budget, schedule, and invoicing. The Project Manager will prepare and maintain decision and action item logs that will record the decisions made by the CITY throughout the project as well as action items assigned to the CONSULTANT team and CITY team members.

Task 16.1 – CV SALTS Project Management and Meetings

CONSULTANT will lead up to four (4) project meetings with the CITY to support development of the UWMP and RRA. CONSULTANT will prepare meeting agendas, meeting materials, and summarized notes of key outcomes for each meeting. The meetings will be coordinated with key project milestones and deliverables. The proposed meetings include:

- Meeting No. 1 – Kick-Off Meeting
- Meeting No. 2 – Regional Board Meeting No. 1
 - The first meeting will be to review the BPA requirements for the NIA, present the CITY's objectives (including pursuit of Path A) and schedule, and clarify Water Board expectations for the NIA.
- Meeting No. 3 – Regional Board Meeting No. 2
 - A second meeting will be scheduled to review progress and key findings related to estimating impact of discharge of nitrate on the Shallow Zone and underlying Zones, the determination of the Shallow Zone and area of contribution, and determination of the category of discharge (Tasks 17 and 18).
- Meeting No. 4 – Regional Board Meeting No. 3
 - A third meeting will be to present the analysis and conclusions of the full NIA at the time of submittal of the NIA (within 330 days of receipt of the NTC).

Task 16.2 – UWMP Project Management and Meetings

CONSULTANT will lead up to six (6) project meetings with the CITY to support development of the UWMP and RRA. CONSULTANT will prepare meeting agendas, meeting materials, and summarized notes of key outcomes for each meeting. The meetings will be coordinated with key project milestones and deliverables. The proposed meetings include:

- Meeting No. 1 – UWMP Goals and Objectives
- Meeting No. 2 – Demand Projections and Targets

- Meeting No. 3 – Supply Reliability
- Meeting No. 4 – Water Supply Contingency Plan
- Meeting No. 5 – Demand Management
- Meeting No. 6 – Administrative Draft

CONSULTANT will conduct bi-weekly conference calls to keep the project on track in a cost-effective manner. A total of twelve (12) conference calls will be conducted. CONSULTANT will also prepare monthly invoices and progress reports.

Task 16.3 – AWIA Project Management and Meetings

CONSULTANT will lead up to six (6) project meetings with the CITY to support development of the UWMP and RRA. CONSULTANT will prepare meeting agendas, meeting materials, and summarized notes of key outcomes for each meeting. The meetings will be coordinated with key project milestones and deliverables. The proposed meetings include:

- Meeting No. 1 – Kick-Off Meeting
- Meeting No. 2 – Stakeholder Workshop No. 1 (Characterize Assets)
- Meeting No. 3 – Stakeholder Workshop No. 2 (Characterize Threats)
- Meeting No. 4 – Stakeholder Workshop No. 3 (Identify and Analyze Consequences)
- Meeting No. 5 – Stakeholder Workshop No. 4 (Draft Risk and Resilience Assessment Report)
- Meeting No. 6 – Stakeholder Workshop No. 5 (Draft AWWA G430 Assessment Tech Memo)

Assumptions:

- Bi-weekly progress meetings will cover the CV SALTS support, UWMP, and RRA tasks.

Deliverables:

- Meeting agenda and associated materials and summarized meeting notes/action items.

Task 17: Nitrate Initial Assessment

This task involves conducting the initial assessment of water quality conditions, based on readily available existing data and information. This task also considers impacts over a 20-year planning horizon. For the NIA, impact may be estimated based on a simple mass balance calculation, assuming 20 years of loading as nitrate reaches the water table. ***This task addresses BPA Items (i) and (ii).***

Task 17.1 – Define Shallow Zone

CONSULTANT will determine what constitutes the Shallow Zone and the extent of area in the vicinity of the WWTF to consider in the area of contribution. The purpose is to represent the portion of the aquifer available for use by the shallowest domestic wells. To determine ambient nitrate concentrations in the Shallow Zone, the following options are available:

- (1) Use readily available data and information to calculate ambient nitrate concentrations for the shallowest ten percent (10%) of the domestic water supply wells in the Upper Zone of a groundwater basin/subbasin as defined and established in Region 5: Updated

Groundwater Quality Analysis and High Resolution Mapping for Central Valley Salt and Nitrate Management Plan (June 2016);

- (2) Conduct a site (or area) specific evaluation based on various types of available data and information, including but not limited to, depth and age of domestic wells in the area of contribution, groundwater table, well completion report data, and other available and relevant information; or,
- (3) An equivalent alternative approved by the Central Valley Water Board's Executive Officer.

CONSULTANT will use approach (2) above for this task.

Task 17.2 – Calculate Ambient Nitrate Concentration

CONSULTANT will rely on existing data and select the appropriate well data to include in this assessment of groundwater quality conditions including the Shallow Zone and underlying Zones, using the following data sets:

- Readily available local and regional groundwater quality data of domestic wells, particularly nitrate data but also other water quality parameters as needed to identify the extent of the effect of WWTP operations on underlying groundwater.
- Site specific results of groundwater well sampling.
- Depth and age of domestic wells in the area of contribution, groundwater table, well construction logs, etc.

Task 17.3 – Estimate Impact of Discharge of Nitrate

CONSULTANT will use a mass balance approach for this task and will consider the following:

- Projected wastewater discharge volumes to the percolation ponds, irrigation, and canals over the 20-year planning horizon.
 - City to assist in developing assumptions for end uses, volumes, destinations of the effluent from the WWTF over time.
- Projected date of startup of WWTF upgrade to nitrify/denitrify wastewater and anticipated effluent total nitrogen concentration.
 - Assume an effluent total nitrogen concentration of 7.5 mg/L.
- Features established in Hydrogeologic Conceptual Model, including physical features, hydrologic boundaries, aquifer properties, and estimates of water budget components.
 - Area of potential impact will be preliminarily delineated based on seepage analysis and estimated groundwater migration.
- Results (and interpretation) of WWTP groundwater data.

Task 17.4 – Technical Memorandum

CONSULTANT will prepare a draft and final technical memorandum (TM).

Assumptions:

- CONSULTANT will utilize approach (2) to define the extent of area in the vicinity of the WWTF used by the shallowest domestic wells.

Deliverables:

- Draft Technical Memorandum (PDF format)
- Final Technical Memorandum (PDF format)

Task 18: Survey of the Discharge Impacts on Water Wells

The purpose of this task is to determine if the WWTP discharge is causing any public water supply or domestic well to be contaminated by nitrate. ***This task addresses BPA Item (iii).***

Task 18.1 – Phase 1 Survey

CONSULTANT will review available water quality data and extent of nitrate impact to assess the extent to which domestic wells in the vicinity of the WWTP tap water with nitrate concentrations exceeding the trigger level of 7.5 mg/L (Nitrate-N). CONSULTANT will identify the affected domestic wells and provide an assessment on nitrate source attribution.

Deliverables:

- Draft Technical Memorandum – Survey Results and Findings (PDF format)
- Final Technical Memorandum – Survey Results and Findings (PDF format)

Task 19: Early Action Plan

If causing contamination of a public water supply or domestic well, an Early Action Plan (EAP) must be submitted with the NIA. ***This task addresses BPA Item (iv).***

This task assumes there will be at least one domestic well tapping groundwater under the influence of the WWTP, with nitrate-N concentrations exceeding the trigger level of 7.5 mg/L. If it is found in Task 18 that the WWTF is not the source of the elevated nitrates in any domestic well water, this task would be eliminated.

The EAP is a plan that identifies specific activities, and a schedule for implementing those activities, that will be undertaken to ensure immediate access to safe drinking water for those who are dependent on wells that provide groundwater with nitrate exceeding the maximum contaminant level (MCL) of 10 mg/L (Nitrate-N). The EAP will include the following tasks:

Task 19.1 – Identification of Potentially Affected Groundwater Users and Outreach

CONSULTANT will provide a process to identify affected residents and the outreach to ensure that impacted groundwater users are informed of and given the opportunity to participate in the development of proposed solutions. The scope assumes the CONSULTANT will participate in one outreach meeting with local residents in support of this task.

The outreach consultant will assist with strategy planning, logistics and support for one outreach meeting with local residents. For each meeting, the outreach consultant will provide an agenda, distribute and coordinate RSVPs, and meeting summary.

Task 19.2 – Coordination

CONSULTANT will provide a process for coordinating with others that are not dischargers to address drinking water issues, which must include (but would not be limited to) consideration of coordinating with affected communities, domestic well users and their representatives, the State Water Board's Division of Drinking Water (DDW), Regional Board, Local Planning Departments, Local Water Districts, Local County Health Officials, Kings River Water Quality Coalition, Groundwater Sustainability Agencies and others as appropriate (coordination with entities that

may be engaged in the development of an adjacent Management Zone will be necessary, including coordination related to additional private domestic well sampling that may be required either in the Management Zone or the WWTF area of contribution [there is likely to be some initial overlap between these areas]]. The scope assumes the CONSULTANT will participate in two outreach meetings with the parties described above, in support of this task.

The outreach consultant will assist with development of strategy and participant selection in close coordination with technical team for two outreach meetings with the parties described above. For the meetings, the outreach consultant will provide an agenda, distribute and coordinate RSVPs, and meeting summary.

Task 19.3 – Actions and Schedule of Implementation

Propose specific actions and a schedule of implementation that is as short as practicable (pending the Regional Board does not object to the EAP, the EAP must be implemented within 60 days of submittal) to address the immediate drinking water needs of those initially identified in the area of contribution, that are drinking groundwater that exceeds nitrate standards and that do not otherwise have interim replacement water that meets drinking water standards.

Task 19.4 – Funding Plan

CONSULTANT will provide a funding mechanism for implementing the EAP, which may include seeking funding from local, state and federal funds that are available for such purposes.

Task 19.5 – Preparation of Report

This task involves compilation of the analyses and findings in Tasks 19.1 through 19.4 to produce the EAP as a stand-alone report. The EAP will also include summary discussions from the work conducted in Tasks 17 and 18. CONSULTANT will prepare a Draft and Final EAP. The report shall be prepared using current versions of Microsoft Office and GIS software. Copies of the final report shall incorporate City staff comments from the reviewed draft report.

Assumptions:

- At least one domestic well tapping groundwater under the influence of the WWTF will have nitrate-N concentrations exceeding the trigger level of 7.5 mg/L. If it is found in Task 18 that the WWTF is not the source of the elevated nitrates in any domestic well water, this task would be eliminated.
- CONSULTANT will participate in one outreach meeting with local residents in support of this task.

Deliverables:

- Draft EAP Report (PDF format)
- Final EAP Report (PDF format and five [5] hard copies)

Task 20: Identification of Any Overlying or Adjacent Management Zone

This task addresses BPA Item (v).

Task 20.1 – Identification and Summary Technical Memorandum

CONSULTANT will identify overlying or adjacent Management Zones (MZ) that may become established within the time this NIA is developed for the WWTF. Participants in each MZ will be identified, and the MZ boundaries will be displayed on a map. This information will be included

in the NIA TM. The MZ involves BPA Path B. The MZs would be identified for purposes of coordination (see Task 19.2). A summary TM with map of MZs will be prepared.

Deliverables:

- Draft Summary Technical Memorandum (PDF format)
- Final Summary Technical Memorandum (PDF format)

Task 21: Biosolids Pre-Application Report

Task 21.1 – Evaluation of Reclamation Area Changes

The City's reclamation area that is currently used for the beneficial reuse of biosolids and treated effluent could be impacted by several projects in the future. These projects include:

- Storm Water Basin
 - A new storm water basin is being considered for Fields 35 and 10
- Friant Middle Reach Project
 - Improvements to the Friant-Kern Canal could impact 150 feet of Fields 7, 9, 35, and 46C
- Runway Extension Project
 - Improvements could convert all of Field 160 (A, B, C, and D) to dry farming and would take a significant portion out of the reclamation area completely.

Carollo will evaluate the impacts of these potential project and document the findings in a TM. The analysis will include:

- Recommendations of additional land required to reuse all of the biosolids and treated effluent produced by the WWTF
- Impacts to current cropping patterns

Task 21.2 – Preparation of Biosolids Pre-Application

CONSULTANT will prepare the Pre-Application Report required each season prior to the application of biosolids in accordance with the latest 5-Year Biosolids Management Plan.

Deliverables:

- Draft Reclamation Area Technical Memorandum (PFD format)
- Final Reclamation Area Technical Memorandum (PFD format)
- Draft Application (PDF format)
- Final Application (PDF format)

Task 22: Prepare UWMP Components

Task 22.1 – Summary of Plan Preparation and Coordination

CONSULTANT will summarize information on the process for the UWMP update including coordination with other agencies, public, and adoption.

Task 22.2 – System Description and Population Updates

CONSULTANT will update the CITY system description, to account for changes and new information since the development of the 2015 UWMP. CONSULTANT will update the service area boundary (as needed), current and projected population, housing density, development, climate, etc.

CONSULTANT will update the population projections, on 5-year increments, based on the best available data from development of the Master Plans. Sources of data and information may include recent local or county planning efforts, rate studies, state agencies and/or federal agencies.

Task 22.3 – System Water Use and Targets

CONSULTANT will use the GIS and other data gathered from development of the Master Plans to confirm the water demand projections through year 2035. CONSULTANT will update the baseline per capita use and water demand factors by overlaying geocoded billing records with census tract and land use layers in GIS. CONSULTANT will then use a combination of the new water demand factors, land use, vacant parcels, and any available specific plans to update the CITY's water demand projections in 5-year increments over the planning period. The analysis of water demands by sector will be conducted for the sectors identified in the 2015 UWMP, unless new data and information used for the development of the Master Plans supersedes it.

CONSULTANT will develop water demand projections by sector for residential (single and multi-family, inclusive of lower income households), commercial, industrial, institutional/governmental, landscape, sales to other agencies, agricultural, groundwater recharge, intrusion barriers, conjunctive use, distribution system losses, and other demands sectors that are applicable.

These demand projection will account for influencing factors including:

- Passive savings – Demands may be reduced through passive means via CITY codes, standards, ordinances etc. CONSULTANT will use the passive savings estimates that were incorporated into the demand projections in the 2015 UWMP, and provide modifications, as needed.
- Climate change – Increasing temperatures may lead to higher peak summer demands for some water sectors. CONSULTANT will account for increased peak summer demands based on summer temperature projections from existing climate models.

CONSULTANT will review the targets identified in the 2015 UWMP and compliance with the goal of a 20 percent reduction in urban per capita water used by 2020 (i.e., the CITY's 2020 target). CONSULTANT will compare and demonstrate compliance with the 2020 targets.

While the 2020 UWMP Guidance document yet to be published, it is expected that the guidance document will include reporting on demands by sector and comparisons to standards developed by the State Water Resources Control Board (SWRCB). Water use efficient standards will be developed for indoor residential use (currently established), outdoor residential use, commercial outdoor irrigation, and water loss. Since the residential standards have been established, CONSULTANT will provide a comparison of the CITY indoor water use to the following standards established for 2025, and also look ahead at a comparison of the proposed standards out to 2030:

- 55 gallons per capita per day (2025)
- 52.5 gallons per capita per day (from 2025 through 2029)
- 50 gallons per capita per day (2030 and after)

In addition, if a water loss standard is established (planned for 2020), then CONSULTANT will provide a comparison of the CITY's system water loss to this standard.

Task 22.4 – Water Supplies

CONSULTANT will conduct a comprehensive analysis of existing and future water supplies available to the CITY. Supplies may include but are not limited to surface water, imported/purchased water, groundwater, recycled water, stormwater, and exchanges or transfers. CONSULTANT will rely on recent planning efforts including the Master Plans and Recycled Water Feasibility Study, historical use, and contracts/water rights for information and data on the CITY's water supplies. CONSULTANT will develop the required summary of existing and planned water supplies, in 5 year increments over the planning period.

Task 22.5 – Water Supply Reliability

The 2020 UWMP Guidelines are expected to have expanded requirements for the analysis of supply reliability. CONSULTANT will conduct a comparison of the projected water supply availability and water demands. The approach used for the normal and single-dry year comparisons will be similar to the approach used for the 2015 UWMP analysis. For the 2020 UWMP it is anticipated that the multi-year dry condition will be redefined as the 5-year drought condition. CONSULTANT will recommend a 5-year historical period to use, and/or a synthetic 5-year period as appropriate and consistent with 2020 UWMP Guidebook. CONSULTANT will present the comparison between supply availability and demands in 5-year increments over the planning period.

Task 22.6 – Water Supply Contingency Plan

Using the supply/demand analysis under a variety of hydrologic conditions (Task 22.5), and the Water Shortage Contingency Plan (WSCP) included in the 2015 UWMP, CONSULTANT will develop an updated WSCP that will meet the expanded requirements. The WSCP will be developed as a standalone document that will require adoption (along with the 2020 UWMP). The WSCP will include:

- Analysis of water supply reliability and a description of the decision making process to determine reliability
- Procedures used for conducting an annual water supply and demand assessment
- Six standard water shortage levels or equivalent (10%, 20%, 30%, 40%, 50% and greater than 50%)
- Shortage response actions (local supply augmentation actions, demand reduction actions, operational changes, reduction mandates, etc.) and estimates of extent that the gap between supply and demand will be reduced by the actions
- Communication protocols and procedures
- Compliance, enforcement, appeal, and exemption procedures
- Legal authority
- Financial consequence
- Monitoring and reporting requirements and procedures
- Reevaluation and improvement procedures
- New Water Shortage Demand Assessment (WSDA) procedures necessary for subsequent development of the Annual Water Shortage Assessment Reports.

Task 22.7 – Demand Management Measures

CONSULTANT will use the 2015 UWMP and the CITY's annual reports to the California Urban Water Conservation Council (CUWCC) to update the information on demand management measured for the 2020 UWMP. In addition, CITY insight on the challenges of implementing various demand management measures, overall efficiencies, and/or lessons learned will help inform the selection and approach for future implementation of demand management measures.

CONSULTANT will describe the demand management measures that have been implemented over the past 5 years, and planned measures aimed at meeting water use targets. A narrative description of the following measures will be included:

- Ordinances and Policies
- Metering, Utility Rate Structures, and Billing
- Public Information and Education
- Landscape Efficiency Programs
- Water Loss Control Programs
- Implementation Measures

Deliverables:

- Draft Chapter 2 – Plan Preparation
- Draft Chapter 3 – System Description
- Draft Chapter 4 – System Water Use
- Draft Chapter 5 – Baselines and Targets
- Draft Chapter 6 – Water Supplies and Water Supply Reliability
- Draft Drought Risk Assessment (as a part of Chapter 6 or as a separate standalone document)
- Draft Chapter 9 – Demand Management Measures
- Draft Water Supply Contingency Plan (included as an appendix to the 2020 UWMP).

Task 23 – 2020 UWMP Development

Task 23.1 – 2020 UWMP Data and Tables

CONSULTANT will develop all the technical data and information (Tasks 22.1 and 22.2) to meet the anticipated 2020 UWMP requirements and will prepare the standardized tables. The UWMP tables will be in the digital format provided by DWR to streamline the reporting process.

Task 23.2 – Administrative Draft 2020 UWMP

CONSULTANT will compile the draft chapters (Prepared in Task 22.2) into the Administrative Draft UWMP Report for the CITY review. In addition, the information for Chapter 9 (Plan Adoption, Submittal and Implementation) will be included. The Administrative Draft will include:

- All required chapters per the 2020 Guidebook
- Summarized data and information tables in the formats required by the 2020 Guidebook
- Supporting maps and graphical representation of data (as-needed) and clear presentation/discussion of results

- UWMP Checklist (Appendix) that shows completion of all required elements and location of the information in the UWMP

Task 23.3 – Public Draft 2020 UWMP

CONSULTANT will review and incorporate comments from the CITY into the Public Draft UWMP. The CITY will be responsible for public notification of the Public Draft UWMP and making the electronic and paper copies available.

Task 23.4 – Final Draft 2020 UWMP

CONSULTANT will review the comments on Public Draft UWMP, meet with the CITY to discuss the comments, and will incorporate any agreed upon revisions into the Final Draft UWMP. The Final Draft UWMP will be presented for adoption at a City Council meeting.

Task 23.5 – Final 2020 UWMP

Following the public hearing and adoption of UWMP at the City Council meeting, CONSULTANT will prepare the Final 2020 UWMP Report by updating the report version and date on cover, title footers. In addition, the adoption notice will be included as an appendix to the report.

Assumptions:

- CONSULTANT expects that the required tables for the 2020 UWMP may differ significantly from the 2015 UWMP tables to provide clarity on the content and to account for changes in the requirements.
- The CITY will make the City Council presentation with support from the CONSULTANT.

Deliverables:

- UWMP Data Tables – Digital format
- Administrative Draft 2020 UWMP (native electronic format [Chapters in Microsoft® Word, Tables in Microsoft® Excel], and a compiled electronic copy [PDF])
- Public Draft 2020 UWMP Report [a compiled electronic copy (PDF) and a single paper copy]
- Final Draft 2020 UWMP (a compiled electronic copy [PDF])
- Final 2020 UWMP (six [6] hard copies and one compiled electronic copy [PDF])

Task 24 – AWIA Data Collection and Site Visits

Task 24.1 – Data Collection

CONSULTANT will submit an initial data request in advance of the project kick-off meeting. The list will be prioritized based on the needs at various stages of the project. The request will include all available documentation related to security, emergency, and disaster response planning, including, but not limited to:

- Vulnerability Assessments
- Threat Assessments
- Emergency Response Plans
- Cyber Security Plans

- Business Continuity Plans
- Contracts
- Security Policy
- Documented Procedures
- Utility and/or Departmental requirements
- Existing operational documentation
- Existing master planning or resiliency related documentation

The initial data request will be discussed during the kick-off meeting, and will likely lead to follow-up discussions and additional data requests. This information will be critical to promoting efficiency and facilitating discussion with key project stakeholders.

Task 24.2 – Site Visits

As part of the kick-off meeting and goal setting activities outlined in Task 16.3, CONSULTANT will work with the CITY to develop a schedule to visit a number of the critical or representative facilities/assets that are part of the system. While the CONSULTANT has an understanding of some of your assets, the intent is to visit each asset with utility personnel to better understand the assets being protected, their operational value, and any anecdotal information that may assist in the completion of the subsequent planning efforts. CONSULTANT will document the results of each visit (including site photos) for use in the subsequent assessment effort.

Assumptions:

- CONSULTANT may already have some of the information required to complete the AWIA work and will collect this information prior to submitting the data request to minimize the CITY's efforts.

Deliverables:

- Data request log in electronic copy (PDF)

Task 25 – Risk and Resiliency Assessment

As part of this task, CONSULTANT will conduct an RRA of the CITY's water system. The RRA will cover critical water system assets, including: people, equipment, systems, materials, supplies, and records.

A prioritization of threats, assets, and vulnerabilities of the system will also be included. The information gathered as part of Tasks 24.1 and 24.2 will serve as the baseline for the evaluation and any subsequent recommendations. The CITY's water-related assets, including storage tanks, pumping stations, PRVs, operations centers, distribution system piping, etc., will be included in the analysis.

The general methodology for the effort is outlined in the following series of subtasks – each serving an important role in identifying the existing threat, existing level of security, desired level of security, and the potential gap to be addressed. The intent of the effort will be to provide the CITY with the information needed to comply with the AWWA J100 and G430 requirements, as well as other applicable industry accepted standards provided by the American National Standards Institute (ANSI) and AWWA. Note that these documents are currently identified by AWWA as the best available standards for compliance with the AWIA requirements.

Task 25.1 – Characterize Assets

The goal of this task is to confirm and characterize the CITY's water system assets. In addition to the system assets listed above, the CONSULTANT will work with your staff to identify any changes that may occur in the system over the short-term, which may impact the current operation or the ultimate recommendations of the plan. These changes may be associated with a new or modified asset, or may reflect changes in the operational approach which could impact the criticality of an asset.

This task also includes decisions regarding which facilities to include in the analysis process. As the required AWIA threat analysis only concerns itself with Critical Assets, only the assets identified as critical will be carried forward as part of the evaluation.

In general, a critical asset is defined as one whose absence or unavailability would significantly degrade the ability of a utility to carry out its mission or would have unacceptable financial, political, or environmental consequences for the owner or community. As part of the evaluation, the team will consider each asset through three lenses:

- Human: Describes the severity of the human loss or injuries if that asset is attacked or contaminated.
- Financial: Describes the amount of money that the owner would have to spend to repair or replace that asset if it was attacked.
- Regional: Describes the effect on the surrounding community if they were unable to provide service due to an attack on that asset.

Each asset will be ranked based on each of these factors and compared against the other assets. At the end of this step, the intent is to determine which assets, if compromised by malevolent or natural hazards would result in:

- Lengthy or widespread inability to complete the organization's mission
- Injuries, fatalities, or detrimental economic impacts to the CITY or associated communities

Throughout the process, the team will leverage and verify existing information including any previous Vulnerability Assessments, ERPs, and other security related information/documentation.

Significant input would be expected from CITY personnel, including operators, management, IT and finance, in order to complete this task. CONSULTANT will facilitate one (1) workshop to obtain necessary input from stakeholders.

Task 25.2 – Characterize Threats

This task involves decisions on what threats and hazards to consider, and to specify these threats/hazards in enough detail to drive the risk/resilience analysis. Evaluations will be based on an all-hazards approach, which includes internal and external threats, such as disgruntled employees or employees engaged in criminal activities, cyber and financial related threats, as well as potential threats associated with natural disasters and proximity and dependency hazards. The J100 methodology will be employed to define threat-asset pairs, which are reference threats paired together with system assets. CONSULTANT will facilitate one (1) workshop to obtain necessary input from stakeholders.

Task 25.3 – Identify and Analyze Consequences

Consequence analysis estimates the losses that result from each specific threat or hazard when applied to each critical asset. The intent of this task is to estimate the human losses, economic losses, and service denials associated with each threat-asset pair identified for analysis in the previous task.

To accomplish this, the process involves making a worst reasonable case assumption in the analysis, i.e. what is the worst number of fatalities or injuries that could occur from a reasonable threat, based on a particular threat-asset pair? What is the potential financial loss for that pair? What could the service denial be? The answers are provided via “Consequence Bins,” which are estimates of impact that must be determined through discussion with local personnel. CONSULTANT will facilitate one (1) workshop to obtain necessary input from stakeholders.

Task 25.4 – Vulnerability Analysis

This task provides an estimation of the likelihood that a threat or hazard, given it occurs, will cause the consequences estimated in the previous task. The vulnerability analysis will include both malevolent threats and natural hazards in the likelihood estimations.

The analysis is conducted for each threat-asset pair, by asking these questions:

- What existing security and resilience features are available?
- What gaps exist in the security or resilience profile that could be exploited?
- What weaknesses within the system would result in system failure because of a natural hazard?
- What is the probability or frequency expected of these consequences?

Since the methodology above considers only the most critical sites, a series of sub-steps are necessary for each high priority site. This task will consider the following sub-steps:

- Review of existing security and resilience profile, per site
- Analysis of the vulnerabilities
- Documentation of the methodology and results
- Recording of the vulnerability estimates as point estimates

Task 25.5 – Analyze Threats

As part of this task, the CONSULTANT will estimate the likelihood that a specific threat or hazard will occur for a given asset. This analysis will consider the historical frequency of both natural and man-made hazards. For natural hazards, the frequency can be estimated with readily available data from annexes to the AWWA J100 documentation. The malevolent hazard information is collected using one of several available measures, one of which represents a best estimate from a knowledgeable and qualified team (i.e., the CONSULTANT team working in concert with CITY staff).

Task 25.6 – Risk and Resilience Analysis

This task includes a calculation of both risk and resilience for specific threat-asset pairs. CONSULTANT will use formulas taken from the AWWA J100 standard to establish a quantifiable level of risk and resilience for each asset pair. The outcome of this task is a numerical aggregation of risk and resilience factors for each threat-asset pair, which assumes that all the threats and hazards have been included and are mutually exclusive (i.e. no two will happen in the same year). This task will utilize the PARRE or VSAT tool to complete the evaluation.

Note that this task also includes the risk to, and resiliency of:

- Current monitoring practices of the system
- Operations and maintenance of the system
- Overall financial infrastructure
- Pipes, constructed conveyances, and other distribution system assets characterized as part of Task 3.1

Task 25.7 – Risk and Resilience Assessment Report

Using the information generated during the previous tasks, CONSULTANT will develop a RRA Report. The Risk and Resiliency Report is anticipated to have the following chapters:

EXECUTIVE SUMMARY	Summarizes the key points of all RRA sections
INTRODUCTION	Outlines the CITY's RRA goals and the planning methodology used for the risk and resilience assessment.
CHARACTERIZE ASSETS	Includes initial screening and asset prioritization for each water system asset based on security and operational risks.
CHARACTERIZE THREATS	Summarizes the threat characteristics of an attack or event, including goals objectives, attack vectors, tactics, etc. for each asset. The profile will take an all-hazards approach, assessing internal, external, and natural hazards.
IDENTIFY AND ANALYZE CONSEQUENCES	Estimates the human and economic losses and service denial associated with each threat-asset pair identified in the threat characterization chapter.
VULNERABILITY ANALYSIS	Presents an analysis of existing security and resiliency features, any gaps that exist in the security profile, weaknesses in the system, and probability of expected consequences.
ANALYZE THREATS	Provides an estimate of the likelihood each specific threat or hazard will occur for a given asset. This is the last element of the risk and resilience piece that drives the methodology
RISK AND RESILIENCE ANALYSIS	Provides steps for calculating both risk and resilience for specific threat-asset pairs.

The draft report will be submitted to the CITY for review. One (1) workshop is planned to review the draft report and receive comments from the CITY. Comments will be incorporated into the Final RRA Report.

Deliverables:

- Draft RRA Report (PDF format and ten [10] hardcopies)
- Final RRA Report (PDF format and ten [10] hardcopies)

Task 26 – AWWA G430/G440 Standard Analysis

The AWWA G430 standard outlines the minimum requirements for a security program promoting protection of employees, public safety, health, and confidence. Similarly, the AWWA G440 standard outlines the minimum requirements for an emergency response program to promote protection of employees, public safety and health. The intent of this task is to step through each of the components of the G430 and G440 standards and provide a compliance narrative based on the previous tasks and an evaluation of existing CITY practices. A great deal of the information required for the G430/440 analysis is organizational material. Consequently, this evaluation will be highly collaborative, involving a variety of CITY staff. Note, while this evaluation is required for compliance with AWIA, it is included as part of an Appendix to the baseline report to allow the CITY to distribute this more general guidance document to a larger audience, while protecting the other, more confidential sections of the report.

Task 26.1 – Evaluation of Existing City Practices

CONSULTANT will obtain a majority of the required information associated with existing practices from prior tasks, but will likely require additional information related to the CITY's practices across the organization. The intent of this task is to fill in any gaps from the previous tasks and create a better picture of the CITY's AWWA G430/440 compliance.

Task 26.2 – Compliance Narratives

CONSULTANT will evaluate each of the requirements under G430 and G440 and provide compliance narratives based on the previous RRA assessment task. The narratives will be compiled into a tech memo and will be submitted to the CITY for review. One (1) workshop is planned to review the draft memo and receive comments. Comments will be incorporated into the final AWWA G430/G440 Assessment Tech Memo.

Deliverables:

- Draft AWWA G430/440 Assessment Tech Memo (PDF format and ten [10] hardcopies)
- Final AWWA G430/440 Assessment Tech Memo (to be added as an appendix to the RRA Report)

Task 27 – Generate Documentation for EPA to Support Compliance

The intent of this task is to develop the documentation for the CITY to meet the requirements for compliance with AWIA 2018. Note that EPA recommends that utilities utilize an electronic submittal of certification process for the RRA. This process provides immediate confirmation and a record of compliance for the utility. While the CITY will need to complete the on-line process, the CONSULTANT will assist as required and will provide a letter confirming RRA compliance for reference, prior to the AWIA completion deadline. CONSULTANT recommends that the CITY postpone submitting the associated letters until the December 31, 2020 deadline as the 5-year update clock starts upon submittal. Letters will be provided to the CITY for approval and comment prior to finalization.

Deliverables:

- RRA compliance letters (one for each PWS) for CITY records.

Task 28 (OPTIONAL) – Optional CV SALTS Tasks

Task 28.1 – Identification of Category of the Discharge

CONSULTANT will provide information to support the categorization. ***This task addresses BPA Item (vi).*** The Regional Board definitions for categories 4 and 5 are provided below:

Category 4 (Degradation above Trigger): The average nitrate concentration in the Shallow Zone is better than the water quality objective. Though the discharge is reasonably expected to cause the average nitrate concentration in the Shallow Zone to exceed a trigger of 75% of the applicable water quality objective over a 20-year planning horizon, the average nitrate concentration in the Shallow Zone is expected to remain at or below the applicable water quality objective over the same 20-year planning horizon.

Category 5 (Discharge Above Objective): Either

- The average nitrate concentration in the Shallow Zone is better than the applicable water quality objective, but the discharge may cause the average nitrate concentration in the Shallow Zone to exceed the water quality objective over a 20-year planning horizon; or,*
- The average nitrate concentration in the Shallow Zone exceeds the applicable water quality objective and the discharge quality, as it reaches the Shallow Zone, also exceeds the applicable water quality objective.*

Task 28.1.1 - Determination of Category

Using the analysis and findings of Tasks 17 and 18, CONSULTANT will determine the category of the discharge. CONSULTANT will also provide summary memo for NIA report that supports the characterization. The summary memo will be presented to the RWQCB during the progress meeting scheduled in Task 10.

Deliverables:

- Draft Summary Technical Memorandum (PDF format)
- Final Summary Technical Memorandum (PDF format)

Task 28.2 – Alternative Compliance Project

This task assumes the discharge will be Category 4 or 5. The BPA requires submittal of an ACP (along with the NIA and Notice of Intent) for Category 4 and 5 dischargers pursuing Path A. If the conclusion of Task 5 is that the discharge is categorized as 1, 2, or 3, this task will be eliminated.

The ACP must demonstrate consistency with the management goals of the BPA Nitrate Control Program, addressing short-term and long-term drinking water needs affected by nitrates (Management Goal 1), plan for achieving balanced nitrate loadings within the proposed boundaries of the project, where reasonable and feasible (Management Goal 2), and a plan for establishing a managed aquifer restoration program to restore nitrate levels to concentrations at or below the water quality objectives to the extent reasonable, practicable and feasible (Management Goal 3).

The ACP must also identify the process to ensure that drinking water that meets drinking water standards is available to all drinking water users utilizing groundwater within the area of contribution. This component may be met through the development and implementation of an Early Action Plan (Task 19), payment into a mitigation fund, and/or other mechanisms geared toward providing emergency, interim and permanent solutions.

The ACP will be developed to address the guidelines contained in Appendix H of the BPA. The ACP will rely on information and findings developed in the prior tasks (and in conjunction with prior tasks) for the NIA and EAP. Preparation of the ACP will include the following:

Task 28.2.1 – ACP Framework and Area of Contribution.

CONSULTANT will develop a framework to address the overarching goals and objectives of the ACP, as established by the BPA. Identify main project participants. Identify and describe best estimate of the extent of the area of contribution (refinement of the area of contribution is further informed by work in Task 28.2.4). Identify locations within the area of contribution that overlap with other management areas/activities and the process to ensure coordination. Identify geologic and hydrologic features that limit or promote groundwater movement.

Task 28.2.2 – Constituents of Concern.

Identify any constituents of concern the WWTF may want to address (besides nitrate). Identify current best practicable treatment and control (BPTC) or an approved exception from meeting the nitrate water quality standard.

Task 28.2.3 – Stakeholder Outreach and Involvement.

This task will be coordinated with Tasks 19.1 and 19.2 (Early Action Plan Outreach and Coordination). Identify affected stakeholders within the area of contribution, over the 20-year planning horizon. Identify stakeholders within the area of contribution who are not included within the ACP boundary, and why. Provide process to identify affected residents and outreach to ensure stakeholders are informed of and given an opportunity to participate in the development of the ACP.

Provide description of the outreach that has occurred and will continue to occur to ensure stakeholders or affected communities within the area of contribution are informed of, and given opportunity to participate in, the development of any ACP as well as ongoing activities designed to resolve their drinking water concerns.

The outreach consultant will assist with strategy planning, logistics and support for two outreach meetings with local residents. For each meeting, the outreach consultant will provide an agenda, distribute and coordinate RSVPs, and meeting summary. This effort is an extension of the outreach associated with the EAP in Task 3.1.

The scope assumes the Carollo team will participate in two outreach meetings in support of this task. These will be in addition to (and in coordination with) the outreach work and meetings anticipated in Tasks 19.1 and 19.2.

Task 28.2.4 – Nitrate Management Plan (Short-Term and Long-Term).

Identify how nitrate conditions will be characterized for use as the basis for refining the extent of effects by WWTF operations and demonstrating how nitrate will be managed over short and long-term periods to meet the nitrate management goals established in the Central Valley Region SNMP and BPA.

Identify short-term (≤ 20 years) and long-term (> 20 years) projects and/or planning activities that will be implemented as part of the ACP to make progress towards attaining each of the water quality-related management goals established by the Central Valley SNMP within the estimated area of contribution.

Identify mechanism(s) to support achievement of the overall Central Valley SNMP's long-term strategy to achieve balanced nitrate loadings and managed aquifer restoration, where reasonable and feasible. Mechanisms may include, but would not be limited to:

- Implementation of management practices that will reduce current nitrate loading to groundwater;
- Use of offsets to help mitigate potential localized impacts, while improving overall basin or subbasin-wide water quality (see Offsets Policy);
- Coordination with adjacent Management Zone(s);
- Coordination among Groundwater Sustainability Agency(ies) to implement GSP water management strategies that achieve multiple objectives, including BPA objectives;
- Managed groundwater recharge;
- Pump and utilize and/or treat and distribute; and
- Payment into a mitigation fund established to develop and implement long-term drinking water solutions, balance and restoration

Task 28.2.5 – Implementation Schedule

Provide a short and long-term schedule for implementation of nitrate management activities with interim milestones and performance measures to assess progress every 5 years during the first 20-year planning horizon and every 10 years thereafter.

Identify alternative procedures or measures to be implemented if the interim milestones or performance measures are not met.

Provide a water quality surveillance and monitoring program that is adequate to ensure that the ACP when implemented is achieving the expected progress towards attainment of water quality-related management goals (coordination with the SNMP's surveillance and monitoring program may be considered as part of efforts to comply with this element).

Task 28.2.6 – Report

This task involves compilation of the analyses and findings in Tasks 28.2.1 through 28.2.5 to produce the ACP as a stand-alone report. Carollo team will prepare a draft and final ACP. The report shall be prepared using current versions of Microsoft Office and GIS software. Copies of the final report shall incorporate CITY staff comments from the reviewed draft report.

Deliverables:

- Draft ACP Report (PDF format)
- Final ACP Report (PDF format and five [5] hardcopies)

Task 28.3 – Application for an Exception

If the discharge is determined to be Category 5 (Task 28.1), the CITY will be required to submit an Application for Exception pursuant to the Exceptions Policy. If it is determined in Task 5 that the discharge is not Category 5, this task will be eliminated.

The exception may apply to the issuance of effluent limitations and/or groundwater limitations that implement water quality objectives (WQO) for nitrate. According to the Exceptions Policy, the term nitrate includes nitrate and other forms of nitrogen speciation (e.g., total inorganic nitrogen, total Kjeldahl nitrogen, etc.) used to address nitrate in groundwater.

The Waste Discharge Requirements (WDR) for the WWTF do not currently include effluent limitations for nitrate or any form of nitrogen, on the secondary effluent discharged to the ponds

or irrigation areas. The WDR does include the groundwater limitation for nitrate (as nitrogen) of 10 mg/L.

Authorization by the Regional Board of an exception from issuance of an effluent limitation, or from enforcement of the groundwater limitation will allow the WWTF to continue to operate and discharge, with relief from potential regulatory action, while progress is made by the CITY on their Nitrate Control Program. This would include time to implement nitrogen removal at the WWTF to reduce nitrate effluent concentrations below 10 mg/L (as total nitrogen) and attain long-term compliance of the nitrate WQO in groundwater. The Regional Board will set interim performance-based requirements when the exception is authorized.

An exception may be typically granted for up to 10 years, but the Regional Board may have discretion to approve a 50-year exception and subsequent renewal for up to another 50 years.

Task 28.3.1 – Preparation of Application for Exception

CONSULTANT will prepare the Application for an Exception, per the Exceptions Policy. The application will include the following:

- An explanation/justification as to why the exception is necessary, and why the WWTF is unable to ensure consistent compliance with the groundwater limitations associated with nitrate, and why time is needed before issuance of an effluent limitation for nitrate.
- A description of the ACP, EAP, or other implementation measures that the CITY will implement or participate in, consistent with the Nitrate Permitting Strategy of the BPA.
- Copies of any documents prepared and certified by another state or local agency pursuant to Public Resources Code Section 21080 et seq.; or, such documents as are necessary for the Water Board to make its decision in compliance with Public Resources Code section 21080 et seq.
- A work plan to provide an interim and permanent water supply for any person living in the area adversely affected by the discharge under the requested nitrate exception. The water supply work plan shall include a schedule of milestones and a description of financial commitments to assure completion of the interim and permanent water supply. Performance bonds may be required to assure timely implementation.
- A detailed plan of how the proposed implementation measures will further the long-term management goals of the Nitrate Control Program.

Task 28.3.2 – Preparation of Application for Exception

Prepare draft and final application.

Deliverables:

- Draft Application in electronic copy (PDF)
- Final Application

Task 28.4 – Respond to Regional Board Comments on Area of Contribution

Task 28.4.1 – Respond to Comments

During the second meeting with the RWQCB (Task 16.2), the CITY will present the justification for the proposed area for the NIA (which may be modified pending results of Tasks 17, 18, and 28.2). If the Regional Board does not accept this approach for estimating the area of contribution and requires the CITY to further expand the area of contribution for the NIA,

additional budget will be needed to evaluate and develop an expanded boundary. Since the nature and extent of comments and potential effort needed to address changes cannot be identified at this time, a budget allowance is provided.

Task 28.5 – Preparation of NIA Report

Work completed in Tasks 17, 18, 19, 20 and 28 will be compiled into the NIA Report. The NIA will also include the formal “Notice of Intent” letter from the CITY. The EAP and ACP will be included as appendices to the NIA Report. A draft and final NIA will be prepared. The report shall be prepared using current versions of Microsoft Office and GIS software. Copies of the final report shall incorporate CITY staff comments from the reviewed draft report.

Deliverables:

- Draft Notice of Intent in electronic copy (PDF)
- Final Notice of Intent in electronic copy (PDF)
- Draft NIA Report including the EAP and ACP in electronic copy (PDF)
- Final NIA Report in electronic copy (PDF) and five (5) hardcopies

Task 29 (OPTIONAL) – Optional 2020 UWMP Tasks

Task 29.1 – Additional Work Elements

The purpose of this optional task is to cover additional requirements per the pending 2020 UWMP Guidebook (summer 2020) that have not been anticipated based on CONSULTANT’s previous conversations with DWR staff and review of the changes in the California Water Code. For budgeting purposes, this task is limited to 80 labor hours. As the exact requirements are unknown at this time, Carollo will prepare a separate scope of work and fee estimate for this optional task once the 2020 UWMP Guidebook is released.

Upon review and approval by CITY staff, CONSULTANT will prepare and integrate the necessary additional information and/or analysis in the UWMP.

Task 29.2 – Public Outreach

The purpose of this optional task is to assist the CITY with the required outreach activities for the UWMP. For budgeting purposes, this task is limited to 40 labor hours and includes preparation of meeting materials (handouts and/or slides) and presentation at a City Council meeting.

Task 29.3 – Respond to DWR Questions

If the DWR determines that the submitted Final UWMP is not satisfactory, then the CONSULTANT will revise the Final UWMP as necessary, and shall re-submit to gain a satisfactory determination from the DWR. CONSULTANT will provide copies of the revised Final UWMP consistent with the deliverables described under Task 18. For budgeting purposes, this task is limited to 40 labor hours.

Task 29.4 – Online Submittal Assistance

CONSULTANT will assist the CITY with the DWR Online Submittal Tool process. For budgeting purposes, this task is limited to 24 labor hours.

TIME OF PERFORMANCE

1. The Final RRA Report will be completed before December 31, 2020.
2. The Final UWMP will be completed before February 28, 2021.

PAYMENT

The budget for this Amendment No. 4 is four hundred and forty thousand, seven hundred and eleven dollars (\$440,711). The detailed labor and fee table is provided in Exhibit B4. The overall total budget under this Agreement has been increased to \$1,314,050, as shown in the table below.

Task	Description	Budget
1-12: Master Plans	Original Agreement and Amendment 1	\$969,700
13: Sewer Rate Study	Amendment 2	\$47,524
14: CEQA Support	Amendment 2	\$24,534
15: Peer Review of Satellite Tertiary Plant	Amendment 3	\$56,582
16 – 27: CV SALTS, Biosolids Pre-Application, UWMP, and AWIA RRA ^{(1),(2),(3)}	Amendment 4	\$440,711
	New Project Total	\$1,539,051
Notes: (1) Budget does not include optional Task 28 or 29 (i.e., optional tasks for the CV SALTS and UWMP). (2) The budget for Task 28 and 29 is \$267,150. (3) Budget breakdown: a. CV SALTS = \$208,133 b. Biosolids Pre-Application = \$16,868 c. UWMP = \$72,190 d. AWIA Risk and Resilience Plan = \$143,520		

EFFECTIVE DATE

This Amendment No. 4 is effective as of the _____ day of August, 2020.

IN WITNESS WHEREOF, duly authorized representatives of the CITY and of the CONSULTANT have executed this Amendment No. 4 evidencing its issuance by CITY and acceptance by CONSULTANT.

CAROLLO ENGINEERS, INC.

CITY OF PORTERVILLE

Accepted this _____ day of August, 2020

By: _____
Senior Vice President

By: _____
Officer

Vice President

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CITY COUNCIL AGENDA – SEPTEMBER 1, 2020

SUBJECT: Authorization to Purchase Technology Equipment and Services to Facilitate Telework Capabilities

SOURCE: Finance

COMMENT: With the ongoing COVID-19 pandemic, the Finance Department is requesting approval to purchase portable computer equipment and remote desktop services to facilitate compliance with COVID-19 related public health measures by improving the City's telework capabilities for its employees and providing continuity of public services while reducing the instances of public exposure.

In order to enable City employees to work remotely, staff is requesting approval to purchase Dell Portables with docking stations to replace some of the desktop computers currently used in the offices. The City has standardized on the Dell line to allow the Finance Department-Information Technology (IT) Division staff to maintain a homogeneous network environment for smooth integration. Requests from the various City Departments for the desktop to laptop replacements total 55 Dell XPS, 2 Dell Rugged 7220 and 1 Dell Precision CAD station at cost of \$110,379 plus the associated sales tax and shipping charges.

To facilitate the City's telework capabilities, IT staff is also requesting the purchase of Microsoft Azure Remote Desktop services. Remote desktop will allow telework employees to access network resources and function similar to their onsite work environment. Staff reached out to several vendors for quotes for the initial implementation. CDW-G submitted the lowest one-time cost of \$27,765. Once implemented, IT staff will manage the Microsoft remote desktop console. The ongoing Microsoft Azure cloud computing services cost is \$16,667 for a 3-year contract. This cost is an estimated cost for the pay-as-you-go plan for a 20-user license assuming 8-hour days. The first year will help us establish usage and a base cost to budget.

The City has been utilizing Tyler Technologies Incode software for financials, payroll and utility billing since 2002. Staff is considering migrating from Incode 9 to the new version Incode 10. The new version runs on an SQL database and provides remote requisition approval by Department Directors and allows access to budget information and viewing of key performance indicators. Staff is also looking into online utility billing which would give customers access to the current status of their accounts and allow customers to make payments on-line. The estimated cost for the migration services and the utility billing online component is \$73,520.00, which includes one year estimated annual fees of \$6,720.00 for the online utility billing component.

To fund the proposed project, staff is requesting the City Council's approval to utilize the Infrastructure Deferred Maintenance / Improvement Designated Fund for the initial funding. Staff will be seeking reimbursement for this initial cost from the federal CARES Act funds or other COVID-19 related relief grant funds that may be available, with the reimbursement proceeds to be deposited back into said Designated Fund.

RECOMMENDATION:

That the City Council:

1. Approve the purchase of Dell portables with docking stations to replace desktop computers at a cost of \$110,379 plus the associated sales tax and shipping charges; and
2. Approve the purchase of Microsoft Azure Remote Desktop services through CDW-G for the initial implementation at a cost of \$27,765 plus a 3-year contract for the Microsoft Azure cloud computing services for \$16,667; and
3. Approve the migration from Incode 9 to Incode 10 and addition of the utility billing online component at a cost of \$74,320 plus the associated annual maintenance fees; and
4. Authorize a 10% contingency to cover unforeseen costs; and
5. Approve the draft Resolution authorizing the use of the Infrastructure Deferred Maintenance / Improvement Designated Fund for the initial costs.

ATTACHMENTS:

1. Draft Resolution
2. Porterville Incode 10 Migration
3. Porterville UBO, IVR and UB Notify
4. Dell XPS Quote
5. Porterville WVD Azure Estimate
6. Dell Precision Laptop Quote
7. CDW-G Remote Desktop
8. Dell Rugged 7220 Quote

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 APPROPRIATION OF FUNDS FROM THE
INFRASTRUCTURE DEFERRED MAINTENANCE / IMPROVEMENT DESIGNATED
FUND FOR THE PURCHASE OF TECHNOLOGY EQUIPMENT AND SERVICES

WHEREAS: On March 17, 2020, the City Council approved Resolution Number 22-2020, Proclaiming the Existence of a Local Emergency for the novel coronavirus (COVID-19), which remains in place to this day; and

WHEREAS: COVID-19 has continued to linger and infect members of the public including members of the City's workforce; and

WHEREAS: The City Council is committed in promoting social distancing and mitigating the spread of COVID-19 by reducing employees' public exposure; and

WHEREAS: Technological improvements will facilitate telework capabilities for City employees to enable compliance with COVID-19 public health precautions; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.4, established the Infrastructure Deferred Maintenance / Improvement Designated Fund for the exclusive purpose of providing funds to support one-time City infrastructure deferred maintenance and / or improvement costs.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the purchase of technology equipment and services will improve the City's telework capabilities and is within the intent and purpose of the Infrastructure Deferred Maintenance / Improvements Designated Fund; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of funds up to \$350,000 from the Infrastructure Deferred Maintenance / Improvement Designated Fund for the one-time initial cost of purchasing technology equipment and services; and
3. That the City Council authorize the replacement of funds from any grant funds that may be used to reimburse said costs.

PASSED, APPROVED AND ADOPTED this 1st day of September, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk



Quoted By: Robin Reeves
 Quote Expiration: 12/31/2020
 Quote Name: City of Porterville-LGD-Incode 10 Migration
 Quote Number: 2018-57985
 Quote Description: Incode 10 Migration

Sales Quotation For

Ted Williams
 City of Porterville
 291 N Main St
 Porterville , CA 93257-3737
 Phone: +1 (559) 782-7466
 Email: twilliams@ci.porterville.ca.us

Tyler Migration Services

Description	Investment
Financial Migration Services	\$20,400
Core Financials	
Fixed Assets	
Positive Pay	
Purchasing	
Personnel Management Migration Services	\$20,000
Employee Self Service (Employee Portal)	
Personnel Management (Includes Position Budgeting)	
CIS Migration Services	\$22,400
Additional Utility Handheld Meter-Reader Interface	
Utility CIS System	
CRM Migration Services	\$1,500
Misc. Accounts Receivable	
Content/ Document Mgt Migration Services	
Secure Signatures (includes 2 signatures)	
Standard Forms Package (Financials-4, Court-4, CRM-5, Logo-1)	
	<i>Sub-Total:</i> \$64,300
	TOTAL: \$64,300

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$2,500	\$2,500	\$0
TOTAL:			\$2,500	\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler Services	\$2,500	\$0
Total Migration Services	\$64,300	

2018-57985 -Incode 10 Migration

CONFIDENTIAL

1 of 3

Summary	One Time Fees	Recurring Fees
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$66,800	\$0
Contract Total	\$66,800	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
 - Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.
 - Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
 - Core Financials includes general ledger, budget prep, bank recon, and accounts payable. Five (5) years plus the current year of historical data are included in the Migration Fees listed above.



Quoted By: Robin Reeves
 Quote Expiration: 12/30/2020
 Quote Name: City of Porterville-LGD-UBO, IVR, Notify
 Quote Number: 2018-57953
 Quote Description: Tyler UBO, IVR and UB Notify

Sales Quotation For

Ted Williams
 City of Porterville
 291 N Main St
 Porterville , CA 93257-3737
 Phone: +1 (559) 782-7466
 Email: twilliams@ci.porterville.ca.us

Tyler Software and Related Services - Annual

Description	One Time Fees			
	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
Tyler Hosted Applications				
Notifications for Utility Billing	0	\$0	\$0	\$0
IVR Solution for Utility Billing	0	\$0	\$0	\$0
Utility Billing Online Component	0	\$0	\$0	\$6,720
<i>Sub-Total:</i>		\$0	\$0	\$6,720
TOTAL:	0	\$0	\$0	\$6,720

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Online Application -Set up fee	1	\$800	\$800	\$0
TOTAL:			\$800	\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler Annual	\$0	\$6,720
Total Tyler Services	\$800	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$800	\$6,720
Contract Total	\$7,520	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Incode version: 9.01

Utility Accounts: 14,000

- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Comments

- Notification for Utility Billing (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
- Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a \$1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
- Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays \$1.25 fee per transaction for payment on-line.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000066501686.2	Sales Rep	Joseph Sanchez
Total	\$102,438.60	Phone	(800) 456-3355, 7250625
Customer #	4023319	Email	Joseph_Sanchez@Dell.com
Quoted On	Aug. 25, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Sep. 24, 2020		CITY OF PORTERVILLE
Deal ID	20463482		291 N MAIN ST
			PORTERVILLE, CA 93257-3737

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Joseph Sanchez

Shipping Group

Shipping To	Shipping Method
TED WILLIAMS CITY OF PORTERVILLE 291 N MAIN ST PORTERVILLE, CA 93257-3737 (559) 782-7439	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	\$218.26	55	\$12,004.30
XPS 13 2in1 7390	\$1,640.26	55	\$90,214.30

Subtotal:	\$102,218.60
Shipping:	\$0.00
Environmental Fee:	\$220.00
Non-Taxable Amount:	\$102,438.60
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$102,438.60
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

TED WILLIAMS
CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257-3737
(559) 782-7439

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	\$218.26	55	\$12,004.30

Estimated delivery if purchased today:
Sep. 04, 2020
Contract # C000000181156
Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	210-ARIK	-	55	-
Advanced Exchange Service, 3 Years	824-3984	-	55	-
Dell Limited Hardware Warranty	824-3993	-	55	-

		Qty	Subtotal
XPS 13 2in1 7390	\$1,640.26	55	\$90,214.30

Estimated delivery if purchased today:
Oct. 14, 2020
Contract # C000000181156
Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
XPS 13 2in1 7390	210-ASTI	-	55	-
10th Generation Intel(R) Core(TM) i7-1065G7 Processor (8MB Cache, up to 3.9 GHz)	338-BSYY	-	55	-
Windows 10 Pro (64bit) English	619-AHCR	-	55	-
16GB 3733MHz LPDDR4x Memory Onboard	370-AEWQ	-	55	-
English Backlit Keyboard with Fingerprint Reader	580-AIJT	-	55	-
13.4" 16:10 FHD+ WLED Touch Display (1920 x 1200)	391-BESC	-	55	-
256GB PCIe NVMe x4 Solid State Drive Onboard	400-BGVQ	-	55	-
Killer(TM) Wi-Fi 6 AX1650 (2x2) and Bluetooth 5.1	555-BFHL	-	55	-
Intel(R) Iris Plus Graphics	490-BFLI	-	55	-
US Power Cord - Black	470-ADWT	-	55	-
4-Cell, 51WHr (Integrated)	451-BCMB	-	55	-
Fixed Hardware Configuration	998-DNKY	-	55	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	55	-
XPS 7390 2in1 System Management Software	631-ACHQ	-	55	-
US Order	332-1286	-	55	-
Platinum Silver, Black interior	320-BDJK	-	55	-
Shipping Material	328-BDEX	-	55	-
Regulatory Information	389-DOVH	-	55	-
Intel(R) Core(TM) i7 Processor Label	340-CNGJ	-	55	-
No Mouse	570-AADK	-	55	-

E5 45W Type-C Power Adapter (Small Form Factor)	450-AHSY	-	55	-
ProSupport Plus: 7x24 Technical Support, 4 Years	801-1595	-	55	-
Dell Limited Hardware Warranty Initial Year	801-1596	-	55	-
ProSupport Plus: Next Business Day Onsite, 1 Year	801-1660	-	55	-
ProSupport Plus: Accidental Damage Service, 4 Years	801-1679	-	55	-
ProSupport Plus: Next Business Day Onsite, 3 Years Extended	801-1680	-	55	-
KYHD not available on this platform	825-1849	-	55	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	55	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	55	-
Dell.com Order	332-0550	-	55	-
Dell.com Order	332-1530	-	55	-
"No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	55	-
Not selected in this configuration	817-BBBC	-	55	-
Additional Software	658-BEEO	-	55	-

Subtotal:	\$102,218.60
Shipping:	\$0.00
Environmental Fee:	\$220.00
Estimated Tax:	\$0.00
Total:	\$102,438.60

Important Notes

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Microsoft Azure Estimate

WVD Azure estimate

Service type	Custom name	Region
Virtual Machines	AD Domain Controller	West US 2
Virtual Machines	File Server	West US 2
Virtual Machines	3 Pooled Desktops	West US 2
VPN Gateway		West US 2

Disclaimer

*All prices shown are in US Dollar (\$). This is a summary estimate, not a quote. For up to date pricing, please visit the Microsoft Azure website.
This estimate was created at 4/3/2020 8:22:17 PM UTC.*

Description	Estimated Cost
1 B2S (2 vCPU(s), 4 GB RAM) x 730 Hours; Windows – (OS Only); Pay as you go; 1 managed OS disks – E10, 100	\$46.01
1 B2S (2 vCPU(s), 4 GB RAM) x 730 Hours; Windows – (OS Only); Pay as you go; 2 managed OS disks – S30, 100	\$118.18
1 D4s v3 (4 vCPU(s), 16 GB RAM) x 730 Hours; Windows – (OS Only); Pay as you go; 1 managed OS disks – E10, 100 transaction units	\$284.28
VPN Gateways, VpnGw1 tier, 730 gateway hour(s), 10 S2S tunnels, 128 P2S tunnels, 0 GB, Inter-VNET VPN gateway type	\$138.70
Monthly Total	\$587.17
Annual Total	\$7,045.99

For pricing information please visit <https://azure.microsoft.com/pricing/calculator/>

Microsoft Azure Estimate

WVD Azure estimate

Service type	Custom name	Region
Virtual Machines	AD Domain Controller	West US 2
Virtual Machines	File Server	West US 2
Virtual Machines	3 Pooled Desktops	West US 2
VPN Gateway		West US 2

Disclaimer

*All prices shown are in US Dollar (\$). This is a summary estimate, not a quote. For up to date pricing, please visit the Microsoft Azure website.
This estimate was created at 4/3/2020 8:23:17 PM UTC.*

Description	Estimated Cost
1 B2S (2 vCPU(s), 4 GB RAM); Windows – (OS Only); 1 year reserved; 1 managed OS disks – E10, 100 transaction units	\$33.39
1 B2S (2 vCPU(s), 4 GB RAM); Windows – (OS Only); 1 year reserved; 2 managed OS disks – S30, 100 transaction units	\$105.56
1 D4s v3 (4 vCPU(s), 16 GB RAM); Windows – (OS Only); 1 year reserved; 1 managed OS disks – E10, 100 transaction	\$227.71
VPN Gateways, VpnGw1 tier, 730 gateway hour(s), 10 S2S tunnels, 128 P2S tunnels, 0 GB, Inter-VNET VPN gateway type	\$138.70
Monthly Total	\$505.36
Annual Total	\$6,064.35

For pricing information please visit <https://azure.microsoft.com/pricing/calculator/>

Microsoft Azure Estimate

WVD Azure estimate

Service type	Custom name	Region
Virtual Machines	AD Domain Controller	West US 2
Virtual Machines	File Server	West US 2
Virtual Machines	3 Pooled Desktops	West US 2
VPN Gateway		West US 2

Disclaimer

*All prices shown are in US Dollar (\$). This is a summary estimate, not a quote. For up to date pricing, please visit the Microsoft Azure website.
This estimate was created at 4/3/2020 8:24:09 PM UTC.*

Description	Estimated Cost
1 B2S (2 vCPU(s), 4 GB RAM); Windows – (OS Only); 3 year reserved; 1 managed OS disks – E10, 100 transaction units	\$27.09
1 B2S (2 vCPU(s), 4 GB RAM); Windows – (OS Only); 3 year reserved; 2 managed OS disks – S30, 100 transaction units	\$99.26
1 D4s v3 (4 vCPU(s), 16 GB RAM); Windows – (OS Only); 3 year reserved; 1 managed OS disks – E10, 100 transaction	\$197.93
VPN Gateways, VpnGw1 tier, 730 gateway hour(s), 10 S2S tunnels, 128 P2S tunnels, 0 GB, Inter-VNET VPN gateway type	\$138.70
Monthly Total	\$462.97
Annual Total	\$5,555.65

For pricing information please visit <https://azure.microsoft.com/pricing/calculator/>



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000065785064.1	Sales Rep	Joseph Sanchez
Total	\$3,560.24	Phone	(800) 456-3355, 7250625
Customer #	4023319	Email	Joseph_Sanchez@Dell.com
Quoted On	Jul. 28, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Aug. 27, 2020		CITY OF PORTERVILLE
			291 N MAIN ST
			PORTERVILLE, CA 93257-3737

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Joseph Sanchez

Shipping Group

Shipping To	Shipping Method
TED WILLIAMS CITY OF PORTERVILLE 291 N MAIN ST PORTERVILLE, CA 93257-3737 (559) 782-7439	Standard Delivery

Product	Unit Price	Qty	Subtotal
Mobile Precision 7740	\$3,555.24	1	\$3,555.24

Subtotal:	\$3,555.24
Shipping:	\$0.00
Environmental Fee:	\$5.00
Non-Taxable Amount:	\$3,560.24
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$3,560.24
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

TED WILLIAMS
CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257-3737
(559) 782-7439

Shipping Method

Standard Delivery

		Qty	Subtotal
Mobile Precision 7740	\$3,555.24	1	\$3,555.24

Estimated delivery if purchased today:

Aug. 14, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Mobile Precision 7740 CTO BASE	210-ASFR	-	1	-
Intel (R) Core (TM) Processor i9-9980HK,(8 Core, 16MB Cache, 2.40GHz up to 5.00GHz Turbo, 45W)	379-BDOE	-	1	-
Windows 10 Pro, 64bit English, French, Spanish	619-ANUL	-	1	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	1	-
No Out-of-Band Systems Management	631-ACDQ	-	1	-
Intel Core Processor i9-9980HK, 8 Core, 16MB Cache, 2.40GHz up to 5.00GHz Turbo, 45W	329-BENM	-	1	-
Thermal Pad for Nvidia Graphic cards	490-BFED	-	1	-
Nvidia Quadro RTX 4000 w/8GB GDDR6	490-BFEG	-	1	-
17.3" FHD/UHD IR Cam/Mic Bezel	319-BBGK	-	1	-
17.3" UHD, No WWAN, IR Cover (Aluminium)	320-BDED	-	1	-
17.3" UHD IGZO 3840x2160 AG NT, No WWAN, IR Cam/Mic, w/Prem Panel Guar 100% Adobe Color Aluminum	391-BENZ	-	1	-
32GB,2x16GB, 2666MHz DDR4 Non-ECC Memory	370-AEDS	-	1	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BDWU	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
No RAID	780-BBFE	-	1	-
Internal US English Dual Pointing Backlit Keyboard	580-AGUZ	-	1	-
Keyboard Lattice	580-AIDG	-	1	-
7740 Smart Card only	346-BFOY	-	1	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2	555-BDDK	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
6-cell 97Wh Lithium Ion battery with ExpressCharge	451-BCFS	-	1	-
Not ENERGY STAR Qualified	387-BBDO	-	1	-
E5 240W 7.4mm Lot 6 PCR, Liteon	450-AHEP	-	1	-
Dell Precision Optimizer	640-BBRC	-	1	-
Foxit PhantomPDF 30 Day Trial	634-BTFN	-	1	-

Resource Media not Included	430-XYGV	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
Quick Setup Guide for Mobile Precision 7740	340-CMIL	-	1	-
Custom Configuration	817-BBBB	-	1	-
E5 C13 Power Cord 1M for North America	450-AHDL	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2 Driver	555-BFBW	-	1	-
No Bracket	575-BBZD	-	1	-
No mouse selected on your system	570-AAAF	-	1	-
No Option Included	340-ACQQ	-	1	-
US Order	332-1286	-	1	-
No Carrying Case	460-BBEX	-	1	-
No AutoPilot	340-CKSZ	-	1	-
No UPC Label	389-BCGW	-	1	-
CMS Software not included	632-BBBJ	-	1	-
Regulatory Label included	389-BEYY	-	1	-
FCC Label	389-CXKY	-	1	-
No Docking Station	452-BBSE	-	1	-
Intel(R) Core(TM) i9 Processor Label	340-CKVO	-	1	-
No Accessories	461-AABV	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
Shipping Material for DAO Shuttle Box	328-BCUP	-	1	-
System Shipment Material Mobile Precision	328-BCUQ	-	1	-
SHIP,NBK,DAO,SHUTTLE,7740	328-BDCO	-	1	-
SHIP,NBK,WW,MIN,7740	328-BDCS	-	1	-
SupportAssist	525-BBCL	-	1	-
System Driver for Mobile Precision 7740	631-ACEY	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Developed Recovery Environment	658-BCUV	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Bottom Cover	354-BBBP	-	1	-
BTO Standard Shipment (EL)	800-BBGH	-	1	-
No Security Software	650-AAJS	-	1	-
Dell Limited Hardware Warranty Plus Service	823-3810	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	823-3842	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	823-3850	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	823-3858	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	823-3868	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit		-		

www.dell.com/contactdell or call 1-866-516-3115	997-8367		1	-
Not selected in this configuration	817-BBBC	-	1	-

Subtotal:	\$3,555.24
Shipping:	\$0.00
Environmental Fee:	\$5.00
Estimated Tax:	\$0.00

Total:	\$3,560.24
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Important Notes

Terms of Sale

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Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.



STATEMENT OF WORK

Project Name:	MS Remote Access	Seller Representative: David Fiester (847) 419-7529 davifie@cdwg.com
Customer Name:	CITY OF PORTERVILLE	
CDW Affiliate:	CDW Government LLC	
SOW Created Date:	July 13, 2020	Solution Architect: Brian Jang
Drafted by:	Natosha Hunt-Mobley	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and CITY OF PORTERVILLE (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at www.cdwg.com (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT DESCRIPTION

PROJECT SCOPE

OVERVIEW

The Microsoft Azure Jumpstart service provides an introduction into the Azure environment, helping Customer accelerate adoption of the cloud services provided by Microsoft Azure. The services included in this Jumpstart are intended to introduce Customer to identity and access management, core compute services, virtual networking, connectivity options, and provide best practices and knowledge transfer of the implementations.

The engagement assists with the planning, design, and implementation of an Azure Infrastructure. This design will provide an understanding of the Azure Infrastructure and expert guidance for the initial build of the Azure environment. Seller will then assist with the buildout of the agreed upon Azure infrastructure.

PROVIDER RESPONSIBILITIES

AZURE JUMPSTART

During the engagement, Seller will utilize our experience with Microsoft Azure to assist in the design, planning and build of an Azure environment. This project will be an accelerated Jumpstart, which will allow Customer to utilize in their production, test or development environment.

This engagement will:

- Identify business and technical requirements for Azure

- Determine the appropriate network connectivity and configuration
- Define authentication mechanism for Active Directory Domain Services and Azure Active Directory
- Implement and pilot the solution in the production environment
- Enable Azure Subscription
- Create an Azure Storage Account
- Create a maximum of one (1) Virtual Network (VNet) with up to three (3) subnets
- Enable one (1) Site to Site VPN connection
- Create up to five (5) virtual machine instances from a Gallery template to be used for:
 - Two (2) Active Directory Domain Controllers
 - One (1) Azure AD Connect Server
 - Two (2) test VMs
- Import one (1) test on-premises virtual machine to Azure
- Enable Azure Log Analytics and Azure Monitor
- Provide detailed document specifically for Customer
- Provide Knowledge transfer and Best Practices on administration, operation and configuration of Azure

APPROACH

Provider will utilize a phased approach to achieving the goals outlined above. For the purpose of this SOW, the following phases will be utilized to achieve the objective stated above.

PROJECT KICK-OFF MEETING

A Pre-Sales Questionnaire is available to be completed jointly by Provider and Customer. This document will be used to establish a working understanding of Customer's current environment. Areas of focus include:

- Directory Services Infrastructure
- Network Topology
- Overview of current environment
- User population and distribution
- Administrative practices and procedures (including change control)

If documentation currently exists and Customer is willing to provide to Provider, this can be submitted instead of the questionnaire.

Provider will begin with a project kick-off meeting with Customer's core project team. The kick-off meeting will last approximately one (1) hour and will include:

- Introductions of Customer and Provider team members
- Establishment of roles and the design session schedule
- Knowledge transfer and review of Customer's company and vision
- Review of design session goals
- Requirements definition

- Digital Partner of Record (DPOR) process review

PLANNING AND DESIGN SESSIONS

Provider will work with the appropriate project team members and stakeholders from Customer in a series of formal and informal sessions and discussions regarding the current and end-state design of Customer's Azure infrastructure. Active participation and presence from key members of Customer's staff is imperative during this time to ensure requirements are clearly defined and validated and that the design is based upon those requirements. Provider will leverage industry leading practices to develop a comprehensive, scalable, and robust design.

ESTIMATION OF JUMPSTART ENGAGEMENT COSTS

Seller will work with Customer to estimate monthly costs of the configuration used in the Azure Jumpstart engagement. This will be an estimated cost as the real cost depend on virtual machine up time and network utilization.

AZURE REVIEW SESSION

The Review Session is a series of interactive meetings with key members Customer's organization including business and technical stakeholders as well as the project team. These discussions will focus on the current Azure compute capabilities and how the compute environment could be used by the organization to meet key needs. Any needs which may not be met will be called out. At the conclusion of this session the project team will have a clear understanding of how Microsoft Azure compute and networking services will be able to assist in meeting Customer's business objectives.

The Review Session will cover the following topics:

- Current Environment review
 - Active Directory Domain Services
 - Server Virtualization
 - Network
 - Platform and geographic distribution
 - Management and Monitoring tools
 - Security Definition
- Requirements Gathering and Analysis
 - Business requirements
 - Operational Requirements
 - Technical requirements
 - Identify Potential sources of capital and operational savings
- Azure Capability Review
 - Windows Server and Linux
 - Sizing
 - Azure Marketplace
 - Virtual Private Networking
 - IaaS Workloads
 - Azure Storage
 - High Availability
 - Load Balancer
 - Client Access
- Requirements
 - Solution Concept Architecture
 - Architecture Diagram
 - Azure Subscription
 - Server Platform
 - Storage

- Virtual Networks
- Licensing & Costs

JUMPSTART BUILD

Provider will assist with the implementation and configuration of the Azure infrastructure as designed in the Planning and Design sessions. The Build portion of the Jumpstart engagement will focus on enabling a Microsoft Azure environment and configuring integration of networking and other services.

ENABLE AZURE SUBSCRIPTION

Seller will work with Customer to enable the Azure Subscription within their Azure Account. This may include creating the login account to the Azure Portal, configure default settings for the environment and providing knowledge transfer and best practices around administration of Azure.

ESTABLISH DIGITAL PARTNER OF RECORD

For eligible subscriptions, Seller will provide step-by-step guidance to Customer to add Seller as their Digital Partner of Record (DPOR). DPOR enables Seller to help Customer optimize the use of Microsoft services for desired business outcomes by providing Seller with access to usage and consumption data.

AUTHENTICATION CONFIGURATION

Microsoft Azure allows for several different methods of authentication to occur. Authentication can be accomplished with either Active Directory Federation Services (AD FS), *Azure AD* or extending Customer's domain into Azure using *Azure AD Connect*.

The method of authentication will be determined during the planning and design session to accomplish Customer's business and technical goals. If Customer decides to extend their on-premises Active Directory domain into, a site-to-site VPN is required, either provided by Customer or configured by Seller.

For this project, it will be assumed that Customers' existing Active Directory Domain Services (AD DS) will be extended into Azure and Azure AD Connect will be implemented for connecting to Azure Active Directory. If another authentication solution is determined during the planning and design session a change order can be processed to accommodate the necessary changes to the SOW.

VIRTUAL NETWORKING

Virtual Networking enables segmenting Azure compute instances into subnets and closely resembles traditional on-premises networks. Azure implementation of this concept is called Virtual Networks (VNET) and is a dedicated virtual network logically isolated from other virtual networks.

For customers who require seamless access to applications within Azure without having to deploy VPN clients, the Site-to-Site VPN provides a consistent and reliable form of connectivity to Azure. Azure S2S supports the configuration of most major VPN vendors, please check the hardware compatibility list to ensure support.

For those customers who prefer increased privacy, reduced latency and guaranteed throughput, ExpressRoute is recommended. If ExpressRoute has been chosen as the connectivity solution, then Seller will assist in configuring Azure to connect via ExpressRoute to the supported connectivity provider of Customer's choosing.

Seller will work with Customer's networking team to configure a maximum of one (1) Virtual Network with a maximum of three (3) virtual subnets. Seller will work with Customer to configure one (1) Site-to-Site VPN connecting their on-premises network to Azure. Seller will work with Customer to ensure connectivity with the virtual machines and applications.

If a different networking solution is determined during the planning and design session a change order can be processed to accommodate the necessary changes to the SOW.

CREATE BLOB STORAGE ACCOUNT

A Blob Storage Account is an object-based storage service. It consists of three (3) tiers of storage: Hot, Cool and Archive. Blob storage is also used for importing VM images into Azure.

Seller will work with Customer to populate the Blob Storage Account with a file or files and set permissions appropriately to control access.

VIRTUAL MACHINE BUILD (AZURE MARKETPLACE)

There are several templates available within Azure once the environment has been established and communication initiated. These templates will accelerate in the deployment of more of the common workloads. Seller will work with Customer to build up to five (5) virtual machines from the templates available in the Marketplace. The virtual machines, may include:

- Two (2) Active Directory Domain Controllers
- One (1) Azure AD Connect
- One (1) Windows Server
- One (1) Linux Server

Seller will work with Customer to remotely access each instance via RDP (Windows) and SSH (Linux) and to review configure Azure Monitor metrics.

If additional VM configuration is determined during the planning and design session a change order can be processed to accommodate the necessary changes to the SOW.

WINDOWS VIRTUAL DESKTOP PROJECT SCOPE

The Windows Virtual Desktop (WVD) Pilot will plan design and deploy a production environment for the delivery of Windows desktops and applications by using this Azure service. The services included in this Pilot are intended to provide Customer to properly implementing a Windows Virtual Desktop environment and provide best practices and knowledge transfer of the implementation.

The engagement assists with the planning, design, and implementation of Windows Virtual Desktop infrastructure and management layer running on Azure by utilizing persistent and pooled desktops using a possible combination of Windows 10 Multi-Session and Windows Server. This design will provide an understanding of the Windows Virtual Desktop infrastructure and expert guidance for the initial build of the environment.

WINDOWS VIRTUAL DESKTOP

During the engagement, Seller will utilize our experience with Windows Virtual Desktop to assist in the design, planning, and build of the environment. This project will be a Pilot, which will allow Customer to utilize their production environments to implement a solution based on their business and technical requirements.

This engagement will:

- **Architectural Design Session:**
 - Identify business and technical requirements for desktop and application delivery
 - Determine the appropriate network connectivity and configuration
 - Define the authentication mechanism for Active Directory and Azure Active Directory
 - Define Architecture of Azure, Windows Virtual Desktop, Client requirements
- **Build and Validation**
 - Azure Infrastructure
 - Implement the Pilot solution in a production environment
 - Enable or validate Azure Subscription to host WVD
 - Create an Azure Storage Account and Resources groups based on WVD design

- Create a maximum of one (1) Virtual Network (VNet) with up to three (3) subnets
- Enable one (1) Site to Site VPN connection if necessary
- Windows Virtual Desktop
 - Establish Windows Virtual Desktop Tenant, Host Pools and App Pools
 - Create up to two (2) WVD Tenants, with up to two (2) host pools each to host desktops and applications
 - Configure User Roles and Permission
 - Create up to two (2) Windows 10 Multi-session virtual machine instances from a Gallery template to host desktops
 - Create up to two (2) Windows 10 Multi-session or Windows Server virtual machine instances from a Gallery template to host applications
 - Install and Configure necessary servers on Azure to support WVD, at least two (2) Domain Controller and one (1) Windows file server.
 - Implement and configure FSLogix Profile Management and Application masking
- **Deployment Roadmap:**
 - Provide detailed document specifically for Customer
 - Provide knowledge transfer and guidance on administration, operation and configuration

APPROACH

The Windows Virtual Desktop engagement includes a series of workshop sessions that are to help Customer implement Windows Virtual Desktop running on Azure in a test/dev environment to help evaluate the performance and cost of using WVD to host desktops and applications.

PRE-PLANNING

Prior to the Assessment session, Seller needs to review Customer documentation of its current environment. Customer is therefore requested to provide the following current state documents:

- Core Line of Business (LOB) Applications (in the scope of this project)
- Directory Services Infrastructure
- User Population and Distribution
- Administrative Practices and Procedures

If existing documentation is unavailable, Seller will provide a Site Assessment worksheet to help Customer gather the necessary information about Customer environment. Seller will also use any information that Customer may have already provided Seller from past engagements.

ARCHITECTURAL DESIGN SESSION

The Architectural Design Session is a series of interactive meeting with key members Customer's organization including business and technical stakeholders as well as the project team. These discussions will focus on the current environment and how it would be used by the organization to meet key needs. Any needs which may not be met will be called out. After this session, the project team will have a clear understanding of how deploying virtual desktop workloads will be able to assist in meeting Customer's business objectives.

The design workshop will cover the following topics:

- Requirements Gathering and Analysis
 - Business requirements
 - Operational Requirements
 - Technical requirements
 - Identify Potential sources of capital and operational savings
- Windows Virtual Desktop

- Windows Virtual Desktop Overview and Concepts
- Windows Virtual Desktop Site Structure
- Profile Management
- Application Review
- Application Delivery
- Client Environment
- User Experience
- Workload Sizing Considerations
 - Host Sizing and Configuration Considerations
 - Printing Architecture
- Active Directory Configuration
 - OU Structure
 - Active Directory Group Policy Settings
- Licensing
- Application Security
- Application Monitoring
- Site Monitoring
- Site Management
- User Support and Monitoring
- Backup/DR strategies
- Secure Remote Access
- Load Balancing Strategies
- Administrative Tasks
- Adoption and Change Management
- Define and establish security strategy
- Security authentication
- Roles and privileges
- Compliance
- Networking
- Anti-virus

VIRTUAL NETWORKING

Virtual Networking enables segmenting Azure compute instances into subnets and closely resembles traditional on-premises networks. Azure implementation of this concept is called Virtual Networks (VNET) and is a dedicated virtual network logically isolated from other virtual networks.

For customers who require seamless access to applications within Azure without having to deploy VPN clients, the Site-to-Site VPN provides the most consistent and reliable form of connectivity to Azure. Azure S2S supports the configuration of most major VPN vendors, please check the hardware compatibility list to ensure support.

Seller will work with Customer's networking team to configure a maximum of one (1) Virtual Network with a maximum of three (3) virtual subnets. Seller will work with Customer to configure one (1) Site-to-Site VPN connecting their on-premises network to Azure. Seller will work with Customer to ensure connectivity with the virtual machines and applications.

WINDOWS VIRTUAL DESKTOP BUILD

This engagement will include items specified in the SOW and serves as the production foundation for further client/use case deployment by Customer as part of Customer's roll-out plan. Customer's staff will receive knowledge transfer to facilitate the rollout.

The workshop will cover items listed below:

Windows Virtual Desktop

- Deploy the Windows Virtual Desktop environment based on Design Workshop Sessions
- Configure user roles, service principals and permissions
- Build Windows Virtual Desktop with the following components:
 - Two (2) tenants
 - Two (2) host pools per tenant
 - Up to four (4) hosts per tenant
- Connect and integrate domain controllers and file servers with Windows Virtual Desktop infrastructure
- Review Group Policy assignments and modify or create one (1) Group Policy to optimize WVD environment
- Creation of hosts to deliver desktops and/or applications
 - Create up to two (2) Windows 10 Multi-Session hosts from gallery
 - Assign pooled and assigned desktops to users
- Deploy WVD management tool
- Create up to two (2) installed applications
 - Applications to be limited to commercially well-known applications
 - Customer Defined applications
 - Assign applications to users
- Configuration of FSLogix Profile Management and Application Masking
- Configuration of up to twenty-five (25) Endpoints on Android, iOS, Windows and thin clients
- Interactive overview covering the management and administrative processes

PROJECT CLOSURE

To record the results of the project and provide the basis for further actions by Customer, Seller will provide a Next Steps document as outlined below.

At the project's conclusion, a closure meeting will be held with Customer and Seller (Delivery and Presales resources) to verify that all business and technical requirements have been satisfied. If, during the engagement, next steps or recommendations have been discovered by Seller those options will be presented to Customer for future action.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed, tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

PROJECT ASSUMPTIONS

1. The Active Directory, network, and all related infrastructure that need to interact with the solution are in a stable and supported state, sufficient to respect the timeline proposed in the project plan.
2. The cost of purchasing, designing, and supporting third-party applications required to support technical requirements have not been included in this proposal.

3. We assume that existing systems or programs upon which the project services/items provided depend will not change during the term of this project.
4. All modifications requested subsequent to the signing of the contract will be managed using a Change Request.
5. Required access privileges to the applications and environment for testing is provided in a timely fashion.
6. Customer will commit to making resources available as specified in the project plan prepared and agreed upon.
7. Seller's delivery methodology will form the basis of this project. Any variations to these processes will be mutually agreed to by Seller and Customer.
8. Cost of Delay: The cost of all delays in Customer approval, issue resolution, and information provision to our team will be paid by Customer.
9. External Dependencies: There may be external projects/dependencies that may have significant impact on the timeline, schedule, and services/items provided. It is our assumption that every reasonable attempt will be made to mitigate such situations.
10. Customer will provide remote access to the environment to Seller as necessary for Seller to perform the Services.
11. Customer's personnel will be available on a timely basis, and when reasonably requested by Seller, Customer's personnel will provide input, review the Services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input.
12. The scope and objectives of this project will be jointly managed by Customer and Seller to better ensure completion of the project within the anticipated schedule.
13. Customer acknowledges and agrees that Seller will not process personal data that is subject to applicable data security and privacy laws ("Personal Data") within the scope of the Services, and that Customer will restrict Seller from accessing any Personal Data during the performance of the Services.
14. Customer acknowledges that Seller may earn a Microsoft incentive payment if Customer purchases Microsoft products from Seller. Furthermore, Customer hereby consents to Seller receiving any such payment from Microsoft and has no objections in relation thereto.
15. A valid Microsoft Azure Account has been established prior to the start of the project and Customer has full administrative access to the Azure account.
16. Azure is online and functioning.
17. Customer's on-premises VPN device is in the approved list of devices for Azure S2S connectivity. The list can be found at <https://docs.microsoft.com/en-us/azure/vpn-gateway/vpn-gateway-about-vpn-devices#devicetable>
18. Seller assumes that existing systems or programs upon which the project services/items provided depend will not change during the term of this project.

CUSTOMER RESPONSIBILITIES

1. Any tasks that are covered by Customer requirements in the Project Assumptions or are required for the success of the project and are listed in the Out of Scope portion of this SOW are the responsibility of Customer.
2. Provide qualified personnel who will perform Customer's obligations under this SOW, make timely decisions necessary to move the performance of the Services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the Services.
3. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the Services.
4. Limiting access to Customer's network and/or facilities only as needed to perform the Services.
5. Make any final decisions regarding, and take responsibility for the implementation of any recommendations or potential solutions provided by Seller under this SOW.
6. Customer is responsible to assign technical resources as required to assist Seller with configuring interfaces between the environments described in this SOW and existing/legacy hardware and software environments that are to be interfaced with. This includes but is not limited to:
 - a. Networking infrastructure (Switching, Routing, Security)

- b. Security and Authentication systems (Active Directory Domain Services, LDAP, RSA security, etc.)
 - c. Application owners and operators for coordinating any downtime for infrastructure changes.
7. Customer must provide maintenance windows that are agreeable to all parties involved to perform downtime related activities in this SOW.
8. A valid Microsoft Azure Account has been established prior to the start of the project and Customer has full administrative access to the Azure account.
9. Customer will assign Seller as their Claiming Partner of Record (CPOR) prior to engagement closure.

OUT OF SCOPE

Specific tasks outside this SOW include, but are not limited to:

1. Seller will not be conducting formal training. However, knowledge transfer is integral to our approach throughout execution of our methodology.
The remediation of any application or virtual machine issues not identified during the testing is the responsibility of Customer.
2. Remediation of existing infrastructure to support this solution (for example, Active Directory, System Center, network hubs, switches, routers, and so on).
3. Troubleshooting or remediation of application related issues.
4. Maintenance of the guest images after customer final approval.
5. Modification of client operational and service desk procedures to reflect the changes brought about by the solution.
6. Modification and stabilization of the current client environment.
7. Any troubleshooting of network-related issues.
8. Review of operational processes.
9. Industry regulatory compliance requirements.
10. Creation of backups of the work done. Customer is responsible for making sure the systems are adequately protected and backed up regularly.
11. Integration with any custom deployment databases or tools and widgets.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Azure Jumpstart and Windows Virtual Desktop Design	Document that defines the business and technical requirements and how the new solution will meet these requirements. It will also provide a high-level list of the resources that will be required to implement. As well as a high-level task list.	Adobe Acrobat (PDF)

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.

- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.
- **Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project.
- **Weekly Status Meetings and Reports.** Status meetings will be conducted on a weekly basis. During these meetings, Seller and you will discuss action items, tasks completed tasks outstanding, issues and conduct a budget review.
- **Change Management.** When a change to a project occurs, Seller's project change control process will be utilized.
- **Project Closure Meeting.** The project team will meet to recap the project activities, provide required documentation, discuss any next steps, and formally close the project.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of \$27,765.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 125 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Project Manager – Per Hour	\$205.00	18	\$3,690.00
Senior Engineer – Per Hour	\$225.00	107	\$24,075.00
Estimated Totals		125	\$27,765.00

EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

CITY OF PORTERVILLE

By: _____

By: _____

Name: Services Contracts Manager

Name: Ted Williams

Title: Services Contract Manager

Title: _____

Date: _____

Date: _____

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

291 N MAIN ST, PURCHASING DIV.

PORTERVILLE, CA 93257-3737

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Porterville City Hall	291 N Main ST, Porterville, CA 93257



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000067790510.1	Sales Rep	Joseph Sanchez
Total	\$5,151.52	Phone	(800) 456-3355, 7250625
Customer #	4023319	Email	Joseph_Sanchez@Dell.com
Quoted On	Aug. 27, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Sep. 26, 2020		CITY OF PORTERVILLE
			291 N MAIN ST
			PORTERVILLE, CA 93257-3737

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Joseph Sanchez

Shipping Group

Shipping To	Shipping Method
TED WILLIAMS CITY OF PORTERVILLE 291 N MAIN ST PORTERVILLE, CA 93257-3737 (559) 782-7439	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 7220	\$2,571.76	2	\$5,143.52

Subtotal:	\$5,143.52
Shipping:	\$0.00
Environmental Fee:	\$8.00
Non-Taxable Amount:	\$5,151.52
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$5,151.52
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

TED WILLIAMS
CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257-3737
(559) 782-7439

Shipping Method

Standard Delivery

		Qty	Subtotal
Dell Latitude 7220	\$2,571.76	2	\$5,143.52

Estimated delivery if purchased today:

Oct. 02, 2020

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 7220 Rugged, CTO	210-ATEF	-	2	-
8th Generation Intel Core i7-8665U Processor (4 Core,8MB Cache,1.9GHz,15W)	379-BDQU	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
Intel Core i7-8665U with u-blox NEO-M8 GPS card 16GB Memory	338-BTPS	-	2	-
No Out-of-Band Systems Management - vPro Disabled	631-ACHF	-	2	-
16GB 2133MHz LPDDR3 Memory	370-AFDB	-	2	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BGWO	-	2	-
11.6", FHD (1920 x 1080), 1000 Nit Outdoor-Readable, AG/AS/AP, Glove-Capable Touchscreen	391-BEVG	-	2	-
Intel Wi-Fi 9560 Driver with Bluetooth	555-BFIU	-	2	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2	555-BFJV	-	2	-
No Mobile Broadband Card	362-BBBB	-	2	-
2-cell 34wH) Lithium Ion Primary Battery	451-BCCD	-	2	-
45 Watt AC Adapter	450-AEHK	-	2	-
No Security Software	650-AAJS	-	2	-
No Media	620-AAOH	-	2	-
US Power Cord	537-BBBL	-	2	-
Latitude Rugged 7220 Getting Started Guide	340-COCF	-	2	-
US Order	332-1286	-	2	-
No Carrying Case	460-BBEX	-	2	-
No Secondary Battery	451-BCOI	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
Custom Configuration	817-BBBB	-	2	-
System Regulatory Label	389-DRXP	-	2	-
Regulatory Label (WLAN)	389-DRXQ	-	2	-
Windows 10 Additional Software	658-BEPO	-	2	-
Shipping Material, Shuttle	340-AQMD	-	2	-
Directship Info Mod	340-CKTD	-	2	-

No Option Included	340-ACQQ	-	2	-
No Mouse	570-AADK	-	2	-
No Removable CD/DVD Drive	429-AATO	-	2	-
ENERGY STAR Qualified	387-BBNJ	-	2	-
BTO Standard shipment Air	800-BBGF	-	2	-
No UPC Label	389-BDCE	-	2	-
5 MP HD IR webcam /8 MP rear camera with Flash and Dual Microphone	319-BBHH	-	2	-
WLAN Chassis No NFC	321-BEZF	-	2	-
Connector for I/O Expansion	750-ABNN	-	2	-
Mini Serial Port	325-BDNX	-	2	-
No Option Included	340-ACQQ	-	2	-
No Security	461-AAHD	-	2	-
No AutoPilot	340-CKSZ	-	2	-
No Removable CD/DVD Drive	429-AATO	-	2	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	804-0512	-	2	-
ProSupport Plus: Next Business Day Onsite, 3 Years	804-0513	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Dell Limited Hardware Warranty Initial Year	997-6988	-	2	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-7015	-	2	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-7016	-	2	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-7038	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-

Subtotal:	\$5,143.52
Shipping:	\$0.00
Environmental Fee:	\$8.00
Estimated Tax:	\$0.00
Total:	\$5,151.52

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.



CITY COUNCIL AGENDA – SEPTEMBER 1, 2020

SUBJECT: City Council Member Requested Agenda Item - Provision of Local Mosquito Abatement Services

SOURCE: City Manager's Office

COMMENT: During Other Matters of the City Council's meeting of August 18, 2020, Mayor Flores requested that the Council consider the provision of local mosquito abatement services. Pursuant to the City Council Procedural Handbook, should the Council approve to consider Mayor Flores's request, the subject would be considered as a Scheduled Matter at the Council's next regular meeting.

RECOMMENDATION: That the City Council approve Mayor Flores's request to consider the provision of local mosquito abatement services as a Scheduled Matter at its next regular meeting.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – SEPTEMBER 1, 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 August 18, 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:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

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

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

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

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

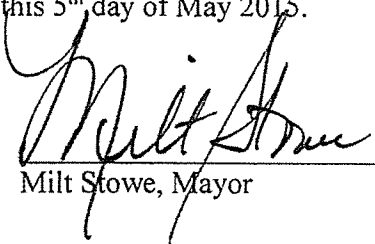
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

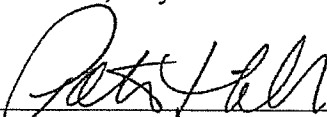
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

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

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


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

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

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

ACCORDINGLY, IT IS AGREED:

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

TULARE COUNTY AGREEMENT NO. 27596

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

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

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

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

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

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

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

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

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

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

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

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

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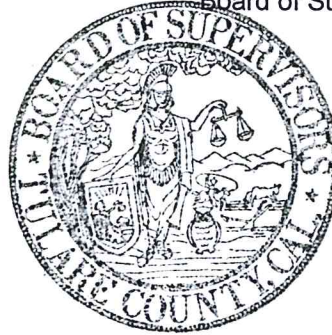
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



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

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. 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'

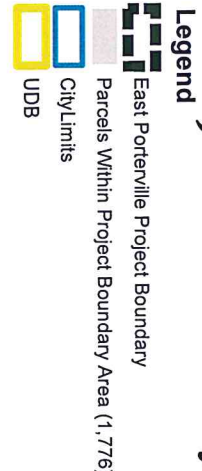


EXHIBIT 'B'

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:

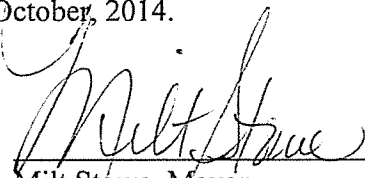
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, 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).

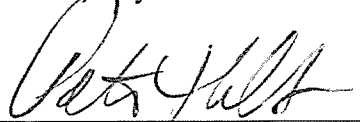
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, 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".

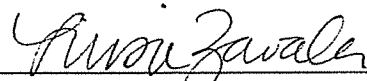
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



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

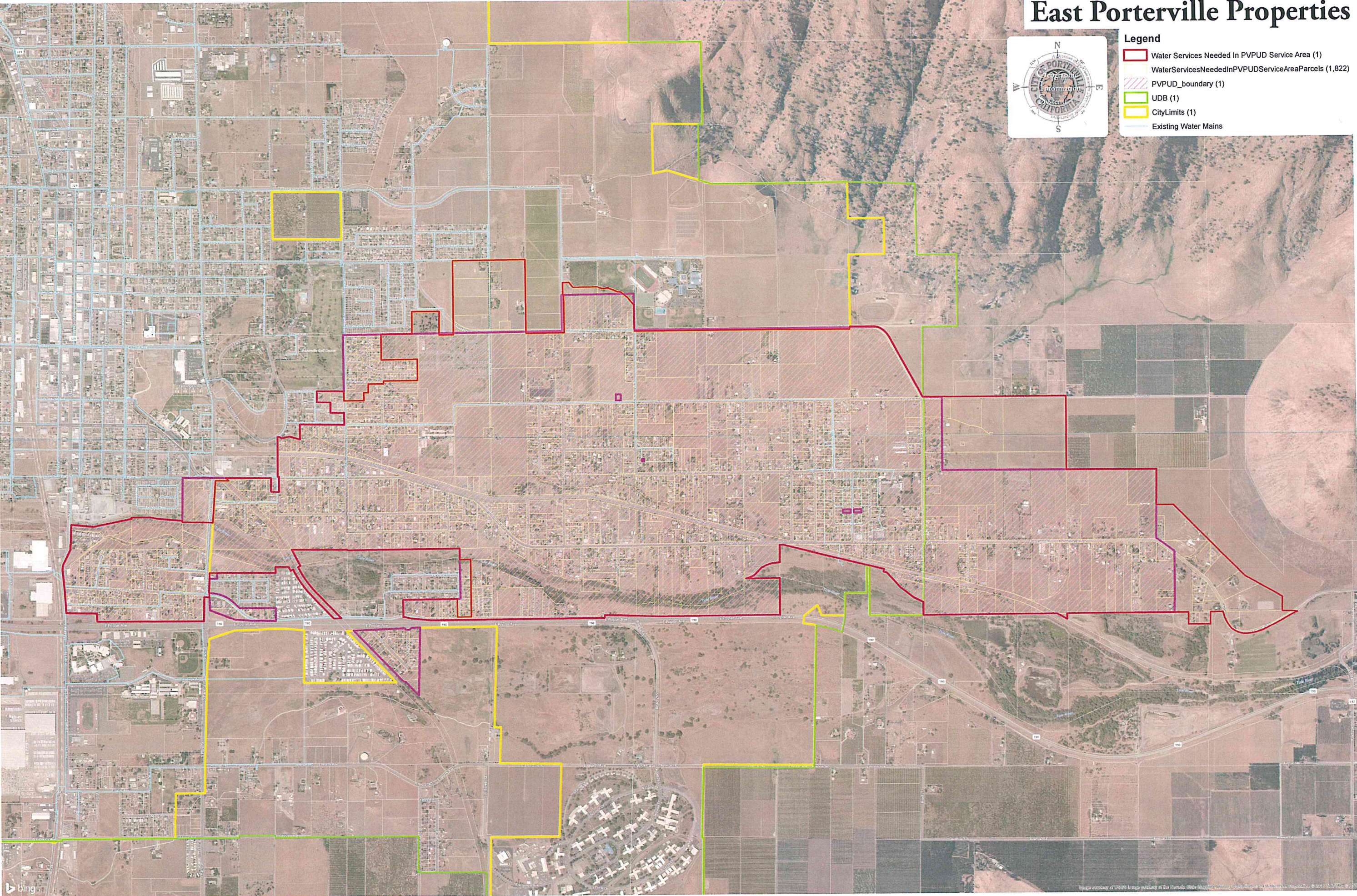
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

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

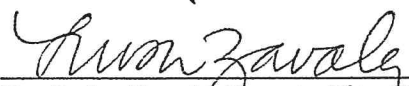

By: Luisa Zavala, Deputy City Clerk

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

City of Porterville

County of Tulare



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 – SEPTEMBER 1, 2020

SUBJECT: Considerations of Various Modifications to Transit Services

SOURCE: Public Works

COMMENT: At its meeting of August 18, 2020, staff scheduled an Agenda item before the City Council that presented recommended strategies to improve the City's public transit system. Staff reviewed and proposed strategies intended to make Porterville Transit financially sustainable, improve mobility within the service area, and to transition to a cashless fare system. After such review, the Council directed staff to proceed with a Public Hearing to consider public input regarding the following modifications, proposed to be effective October 1, 2020:

Fixed Route

A fixed route key performance indicator for service effectiveness is measured by the average number of passengers per hour. The industry standard for fixed route service effectiveness is 15 passengers per hour. Currently, Routes #4 and #6 average four and five passengers per hour respectively and should be considered for service modifications.

Staff is recommending to eliminate Routes #4 and #6 due to low-productivity and supplement these service areas with microtransit (TransPort) service.

Paratransit (Dial-A-Ride)

The Americans with Disabilities Act (ADA) requires public transit agencies that provide fixed route bus service to provide "complementary paratransit" service to people with disabilities who cannot use fixed route buses because of a disability. In general, ADA complementary paratransit service must be provided within three-quarters (3/4) of a mile of a bus route, at the same hours and days, and for no more than twice the regular fixed route fare.

Staff is recommending to temporarily reduce paratransit (Dial-A-Ride) service hours, starting at 8:00 am to 7:10 pm and operating said hours seven days a week. These proposed temporary service hours will align with fixed route service hours and comply with ADA requirements.

Microtransit (TransPort)

While ridership on fixed route buses and paratransit service have declined due to the COVID-19 pandemic, microtransit (TransPort) ridership has increased month after month. Through the first three months of the new TransPort service, staff has determined that TransPort service is a more cost-effective service than fixed route bus and paratransit service. Staff determined that the cost per service hour is \$20.86 and the cost per passenger trip is \$8.52. Staff is recommending the following strategies to improve the TransPort service delivery:

Staff is recommending to set a fee for an unlimited 31-Day pass for \$100. The proposed 31-Day pass, branded as CityPass, can be utilized on all Porterville Transit services, including TransPort;

Staff is also recommending to continue to evaluate the expansion of TransPort service to the following communities: City of Lindsay, Terra Bella, Springville, and Woodville. Staff is recommending to provide effective service options, days and hours of service, and an appropriate fee for Council's consideration in the future.

Lastly, staff is recommending to continue to evaluate the opportunity to expand or transition to a cashless fare system to all Porterville Transit services. Currently, the newly formed Tulare County Regional Transit Agency will begin to evaluate a regional fare system and staff is recommending that Council consider a

regional fare approach at this time.

RECOMMENDATION: That the City Council conduct the required Public Hearing, and after consideration of any comments regarding these matters, direct staff to implement modifications to the City's public transit system effective October 1, 2020, as follows:

1. Eliminate Routes #4 and #6;
2. Temporarily reduce paratransit (Dial-A-Ride) service hours from 8:00 am to 7:00 pm, seven days a week;
3. Set a fee for an unlimited 31-Day Pass (City Pass) of \$100 that will be accepted on all Porterville Transit services;
4. Direct staff to continue to evaluate expanding microtransit (TransPort) service zones to the communities of Lindsay, Terra Bella, Springville, and Woodville; and
5. Direct staff to continue to evaluate cashless payment options for Porterville Transit services and consider a regional fare approach.

ATTACHMENTS:

1. City Council Agenda Staff Report - August 18, 2020
2. Public Notice

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 18, 2020

SUBJECT: Performance Review of Transit Services

SOURCE: Public Works

COMMENT: On March 4, 2020, Governor Newsom declared a State of Emergency to help the state prepare for broader spread of COVID-19. On March 19, 2020, an Executive Order and Public Health Order directed all Californians to stay home except to go to an essential job or to shop for essential needs.

At the City Council meeting of April 7, 2019, the City Council authorized the Phase 1 - Transit Service Modifications effective April 13, 2020. Phase 1 Transit Service Modifications were in response to declining ridership, due to the COVID-19 pandemic, and included the following changes: temporary service hour reduction for both fixed route and paratransit services; eliminate low productive fixed routes 7 and 8; temporarily suspend route 9 service; begin TransPort microtransit on-demand service.

On May 4, 2020, an Executive Order informed local health jurisdictions and industry sectors that they may gradually reopen under new modifications and guidance.

The following is a semi-annual performance review of Porterville Transit's services with staff considerations for system improvements and sustainability:

Porterville Transit - Fixed Route

Porterville Transit's fixed route ridership declined immediately after the Governor's orders. March ridership declined 28% from the previous month. With the stay stay at home order still in effect, April's ridership declined 59%. In response to the declining ridership, the City Council authorized the Phase 1 Transit Service Modifications. In May, ridership increased 3% due to the gradually reopening of the state. The increase in ridership continued, increasing 6% for the month of June. Due to an increase in COVID-19 positive rates, the reopening of services was scaled back in July, which resulted in a 9% loss in ridership. Overall, fixed route service has declined 70% since January 2020.

Slide 5 of the attached presentation provides a graphical display of fixed route ridership from January through July 2020.

Key Performance Metrics

<u>Cost/Vehicle</u> <u>Service Hour</u>	<u>Passenger/Vehicle</u> <u>Service Hour</u>	<u>Cost per</u> <u>Passenger Trip</u>
\$62.92	7	\$8.79

Route # Passenger/Vehicle Service Hour

1	8
2	9
3	8
4	4
5	8
6	5

Service Modifications

- Temporarily suspended Route #9 service at the request of the Tule River Tribe of California;
- Eliminate low-productive Routes #7 and #8;
- Temporary reduction of service hours, operate Monday through Sunday from 8:00 am to 7:10 pm

Staff Recommendations

1. Consider eliminating low-performing Routes # 4 and # 6, supplementing with microtransit service;
2. Consider transitioning to a cashless fare system; and
3. Consider decreasing headways from every 40 minutes to 30 minutes or less.

Porterville Transit - Paratransit (Dial-A-Ride)

Porterville Transit's paratransit (Dial-A-Ride) service is a complimentary ADA service for the disabled and senior population, which are at increased risk of COVID-19 illness, and may not be capable of using fixed route services. Porterville Transit's paratransit ridership also declined immediately after the Governor's stay at home orders. March ridership declined 31% from the previous month and April declined 68%. Due to the modified reopening of services, paratransit trips increased 43% during the month of May. But, due to the increase in positive rates and the scaling back of services, ridership declined 3% in June and 6% in July. Overall, paratransit service has declined 74% since January 2020.

Slide 7 of the attached presentation provides a graphical display of paratransit ridership from January through July 2020.

Key Performance Metrics

<u>Cost/Vehicle</u> <u>Service Hour</u>	<u>Passenger/Vehicle</u> <u>Service Hour</u>	<u>Cost per</u> <u>Passenger Trip</u>
\$72.11	1	\$110.40

Service Modifications

- Temporary reduction of service hours, operate Monday through Friday from 6:00 am to 9:00 pm; Saturday and Sunday from 8:00 am to 7:00 pm;
- 24 hour advance reservation required for all trips;
- Paratransit service restricted to senior and certified ADA passengers.

Staff Recommendations

1. Continue efficient management strategies;
2. Consider reducing service hours to match fixed route service, Monday through Sunday from 8:00 am to 7:00 pm; and
3. Consider adding technology to reduce the cost per passenger trip.

Porterville Transit - Microtransit (TransPort)

In response to declining ridership, on April 7, 2020 the City Council authorized the start of microtransit on-demand service, branded as TransPort. TransPort service had been planned and authorized back in 2019, but was delayed due to the City's zero-emission van procurement. The City Council authorized staff to proceed utilizing existing vehicles and authorized the procurement of nine minivan's to replace vehicles that have reached their useful life and due to be replaced.

From April 7, 2020 to April 12, 2020, staff quickly designed and installed bus shelter advertisements, exterior bus advertisements, and marketed the new service on its website and social media platforms. On April 13, 2020, TransPort began a one-year pilot of its mobile application- and performance-based microtransit service. The purpose of the microtransit pilot was to deliver a convenient, affordable, and accessible alternative to private vehicle travel and low-performing fixed route service.

Passengers began to quickly gravitate to the new service TransPort service, even during the COVID-19 pandemic, performing 271 passenger trips during the last half-month of April. With a full month of service, ridership increased 166% during the month of May. As staff began to add additional vehicles to support the demand, TransPort ridership continued to perform extremely well, increasing ridership another 35% in June. With the service in full operation, but not at its intended capacity, ridership increased another 40% in July. Overall, microtransit service has increased 400% since April 2020.

Slide 10 of the attached presentation provides a graphical display of microtransit ridership from April 2020.

Key Performance Metrics

<u>Cost/Vehicle</u> <u>Service Hour</u>	<u>Passenger/Vehicle</u> <u>Service Hour</u>	<u>Cost per</u> <u>Passenger Trip</u>
\$20.86	3	\$8.52

Service Modifications

- minor adjustment to service zone to include the Eagle Mountain Casino Park-N-Ride lot

Staff Recommendations

1. Continue efficient management strategies;
2. Increase marketing of TransPort service;
3. Consider expanding service zones to include neighboring communities, such as, Lindsay, Terra Bella, Springville, Woodville;
4. Consider in-app payment; and
5. Consider 31-day monthly pass.

RECOMMENDATION: That the City Council:

1. Provide direction, if any, on further transit modifications;
2. Direct staff to develop recommendations based on Council's direction; and
3. Set a public hearing for September 1, 2020 for public input on recommendations and approval.

ATTACHMENTS: 1. Presentation - Transit Performance Review

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver:

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City of Porterville will hold a public hearing to seek comments from the public regarding the proposed Phase 2 – Transit Service Modifications that will impact fixed route, paratransit, and microtransit services. The transit system operated as Porterville Transit proposes the following service changes:

Phase 2 – Transit Service Modifications Effective October 1, 2020	
Service	
Fixed Route	Elimination of Routes #4 and #6
Paratransit (Dial-A-Ride)	Temporary Service Hour Reduction. Operating seven days a week from 8:00 am to 7:00 pm.
Microtransit (TransPort)	Consideration to expand service to the following communities: Lindsay, Woodville, Springville, Terra Bella
	Propose Regular Fare: \$3.00 - First 5 miles (one-way trip); additional \$0.50 per mile after initial 5 miles
	Propose 31-Day Unlimited Monthly Pass for \$100

A public hearing will be held on Tuesday, September 1, 2020, at 6:30 p.m., in the City Council Chambers located at 291 North Main Street, Porterville, California. The public hearing is being held in compliance with the Federal regulations governing the Federal Transit Administration's Section 5307 program.

For special accommodations or translation services, citizens may call (559) 782-7448 at least 48 hours in advance of the public hearing. The City of Porterville assures nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.



CITY COUNCIL AGENDA – SEPTEMBER 1, 2020

SUBJECT: Designation of Voting Delegate and Alternates for League of California Cities Virtual Annual Conference - October 7 - 9, 2020

SOURCE: City Manager's Office

COMMENT: The League of California Cities' Annual Conference is scheduled to take place October 7-9, 2020. This year, due to the Covid-19 pandemic, the annual conference will be held virtually. In addition to the training programs offered, an important aspect of the League's Conference is the Annual Business Meeting, during which the League membership considers and takes action on Resolutions that establish League policy. This meeting will be held virtually on Friday, October 9th at 11:00 a.m.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. In the event the voting delegate is unable to serve in his/her capacity, the League's Bylaws also allow for the designation of up to two alternates.

RECOMMENDATION: That the City Council designate a Member of Council to serve as the voting delegate, and up to two Members of Council to serve as the alternate voting delegate, at the League of California Cities' Virtual Annual Conference scheduled for October 7-9, 2020.

ATTACHMENTS: 1. Voting Delegate-Alternate Form

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



CITY COUNCIL AGENDA – SEPTEMBER 1, 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 August 18, 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 at the time of this report, Governor Newsom has issued fifty (50) 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. On June 5, 2020, the State announced guidelines for the opening of outdoor recreation, including public

swimming pools and aquatic venues, beginning June 12, 2020. At its meeting on June 16, 2020, the Council provided approval for the opening of the Murry Park swimming pool and Fallen Heroes Park splash pad consistent with the State's guidelines and necessary precautions and preparations. With continued limitations on team-oriented recreation activities, staff is preparing new individual outdoor recreation opportunities for the community, such as cross-country running. On June 5, 2020, the State also provided guidance on the opening of day camps beginning June 12, 2020, which staff also prepared for opening consistent with the State's guidelines and necessary precautions and preparations, and subsequently was completed on July 31, 2020.

Having already suffered the cancellation of the Iris Festival, Cinco de Mayo Parade, Porterville Fair, Military Banner Ceremony, KJUG Summer Concert Series and Freedom Fest among other community events to avoid mass gatherings, it is becoming apparent that the shelter-at-home Order could have continued affects on community events 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 (Project Roomkey), which the County is working with two local hotels in the leasing of approximately thirty (30) rooms. At the time of this report, the County reports there are currently one hundred and eight (108) total hotel rooms available to homeless individuals participating in the Project Roomkey program across the county, with sixty-three (63) of the rooms occupied. The County also reports that a Street Medicine event occurred in Porterville on June 29, 2020, during which twelve (12) individuals were tested for COVID-19 and all were negative. On July 1, 2020, Helping Hands of Porterville resumed its daily homeless lunch program, thus relieving the City and its staff of the deliver of this program.

The City's contract operator of the planned navigation center, Turning Point of Central California, has been issued building permits and is currently making necessary improvements for anticipated opening in the month of August, with the installation of the fire monitoring and suppression system the final improvement needed to be completed. 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. Given the delay in the installation of the fire monitoring and suppression system, at its meeting on August 4, 2020, the Council gave staff direction to consider opening the navigation center restricted to providing services without housing, which Turning Point opened and began offering services only on August 18, 2020.

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

during the 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. On June 5, 2020, the State announced that additional previous Stage 3 activities would be allowed to reopen with provided guidance effective June 12, 2020, including bars and wineries, campgrounds and RV parks, family entertainment centers (i.e. bowling alleys and movie theaters), fitness facilities, and museums/galleries/zoos/aquariums.

Due to increasing positive cases across the state, on June 18, 2020, the State issued guidance that all individuals wear face coverings when in public (attached). At its meeting on July 7, 2020, the Council acted to approve and Order under its Proclamation of Local Emergency authorizing the City to enforce the State's mandatory face covering requirements through the City's administrative citation regulations and aggressive education efforts, and directed City staff to prepare an emergency Ordinance requiring face coverings

consistent with the State requirements, which was scheduled for Public Hearing and was approved by the Council at its meeting of July 21, 2020.

Also due to increasing positive cases, testing positivity and COVID-19 hospitalizations, the State placed Tulare County on its monitoring list program for targeted engagement and potentially reinstituting community measures, which on June 28, 2020, the State directed all bars in Tulare County be closed again immediately by local health officer order. On July 1, 2020, the State further directed the closing of indoor activities for at least the succeeding three weeks, including restaurants, bowling alleys, movie theaters, card rooms, museums, wineries and zoos. On Monday, July 14, 2020, the State directed the immediate closure of all bars in California and cease in-restaurant dining, as well as the immediate closure of indoor activities or industries including barbershops, fitness centers, hair salons, malls, offices for non-essential sectors, personal care services (e.g. esthetic salons, nails salons, tattoo parlors), protests and places of worship for counties on the State's monitoring list (including Tulare County), unless the activity or industry can be modified to operate indoors or by pick-up. The State Board of Barbering and Cosmetology initially declared that barbershops and esthetic, hair and nails salons are required to operate indoors and may not operate outdoors and therefore must be closed, however, the State Board subsequently determined to allow these businesses to be open with modifications to operate outdoors.

At its meeting on August 4, 2020, the Council considered and gave direction to staff evaluate opportunities for local restaurants to operate outdoors in the City's public right-of-way. At its meeting on August 18, 2020, given City liability considerations, the Council gave direction to work with local restaurants individually through an application and guidelines developed in coordination with the Council's Ad Hoc Committee. On August 24, 2020, the Council Ad Hoc Committee met with staff to review draft guidelines for the opening of outdoor dining by restaurants in public right-of-way, which the final guidelines are provided as an attachment. Consistent with the guidelines and the proposed City's support for protecting restaurant patrons dining in the public right-of-way, City staff requests the appropriation of \$100,000 from the City's Emergency/Catastrophic Reserve Fund for the purchase of necessary traffic and sidewalk barriers and other complimentary amenities, with any expenditure of funds to be documented for potential reimbursement should future federal and/or state funding be made available to mitigate COVID-19 activities.

Due to increasing virus spread in the Central Valley resulting in increased cases and hospitalizations, on July 27, 2020, the Governor announced the appropriation of \$52 million in support of the counties of Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus and Tulare in the implementation of three Unified Support Teams to provide hands-on technical assistance in support of testing, contact tracing, isolation and quarantine efforts. On August 12 and 13, 2020, the State's Unified Support Team met with local representatives in developing strategies reducing community spread in Tulare County.

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 accrued special leave for later utilization and/or payment, as well as employees that are working from home. Given the State's reopening guidelines, all City employees returned to work effective June 1, 2020, and the special leave program was discontinued effective May 31, 2020. 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. On May 29, 2020, Governor Newsom issued Executive Order N-66-20, extending the eviction moratorium through July 28, 2020. On June 30, 2020, the Governor issued Executive Order N-71-20, extending the eviction moratorium through September 30, 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. On July 2, 2020, the City received notification from the County that the State would activate PDC as a regional alternate site on Friday, July 3, 2020, treating low-acute COVID-19 patients transferred from impacted hospitals from across the Central Valley. On August 19, 2020, the State notified

the County that State personnel were being assigned to support the large fires in northern California, and that PDC would not be accepting any new patients until further notice. At the time of this report, a total of 6 patients were being treated at PDC.

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 beyond minimum State testing thresholds. City staff had been notified by County staff that the Veterans Memorial administration has given notice to the State to terminate the testing at its facility effective July 31, 2020, so that it may again use the facility for other purposes, however, the State and the Veterans Memorial administration have agreed to continue testing through the month of August, and potentially through the remainder of the calendar year.

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.

Another federal economic recovery package is currently in discussions by Congress, with the House of Representatives proposed Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act including \$3 trillion in federal assistance which includes \$1 trillion in state and local government funding assistance, and the Senate proposed Health, Economic Assistance, Liability protection and Schools (HEALS) Act including \$1 trillion in federal assistance which does not include any local government funding assistance.

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, and took additional action at its meeting on June 2, 2020, which staff received final approval from the Housing and Urban Development (HUD) Department on July 21, 2020, and begin providing local small business assistance. Although the City received approval of its CDBG-CV plan and program by HUD, on August 10, 2020, HUD released its final set of program rules, which staff has had to review for consistency. At its meeting of June 16, 2020, the Council took action to defer the collection of the biannual \$25 business license from July 2020 to January 2021 for local small businesses.

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.

As a component of its 2020-2021 budget adoption, the State appropriated \$500 million of CARES Act funding to cities that were not allocated CARES Act funding directly by the federal government, including \$275 million to cities with a population of less than 300,000, which the City will receive approximately \$740,000.

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
23. State of California Guidance for Face Coverings: June 18, 2020
24. City of Porterville Urgency Ordinance - Face Coverings: July 21, 2020
25. City Guidelines for Expanded Outdoor Dining

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

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

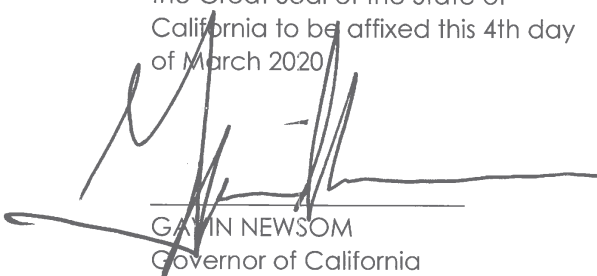
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

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:

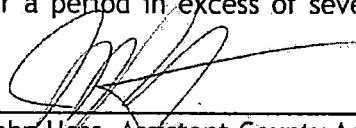
1. Proclaims that a local emergency, as defined in Government Code Section 8558 and Tulare County Ordinance Code Section 1-15-1005, now exists within the County due to the presence of COVID-19; and
2. Requests that the Governor of the State of California request a federal declaration to provide assistance, 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

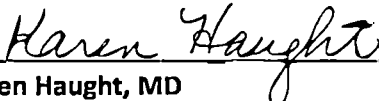
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

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

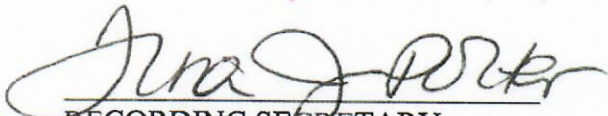
NOES: 0

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, a 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:

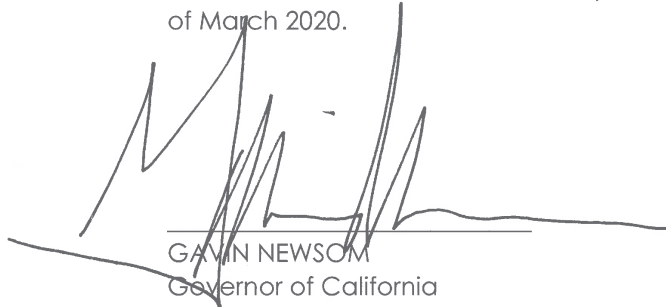
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice 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:

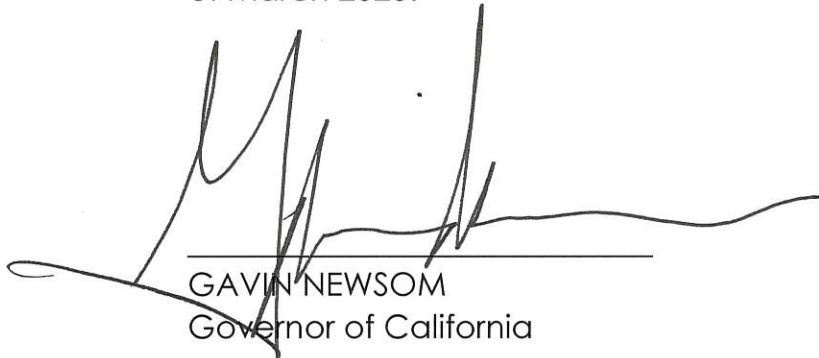
- 1) To the limited extent that any part of Health & Safety Code section 50214, subdivision (a), restricts a local jurisdiction from expending Homeless Emergency Aid Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through implementing 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

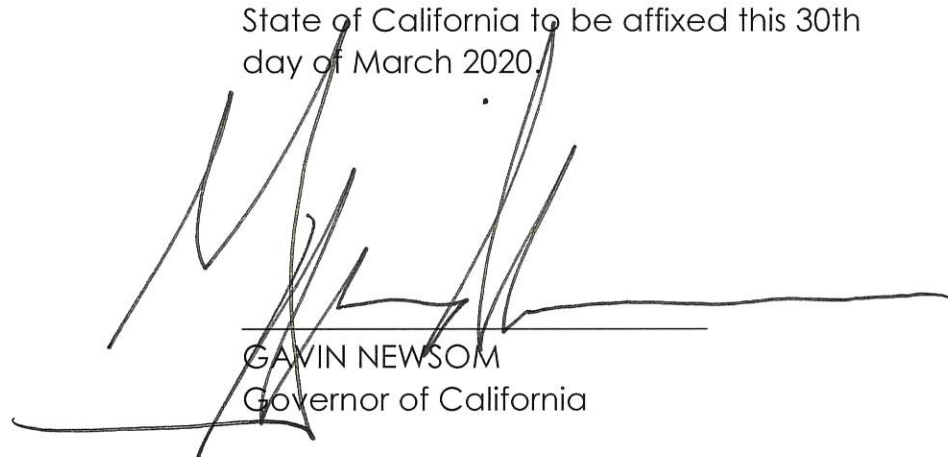
and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

- 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.

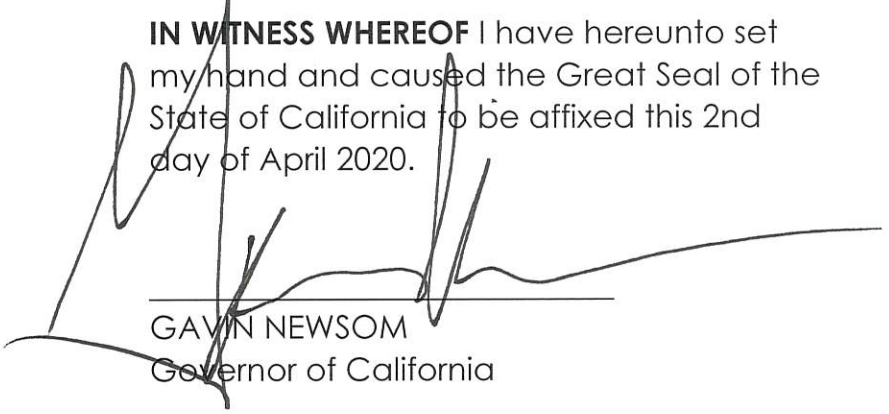
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

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

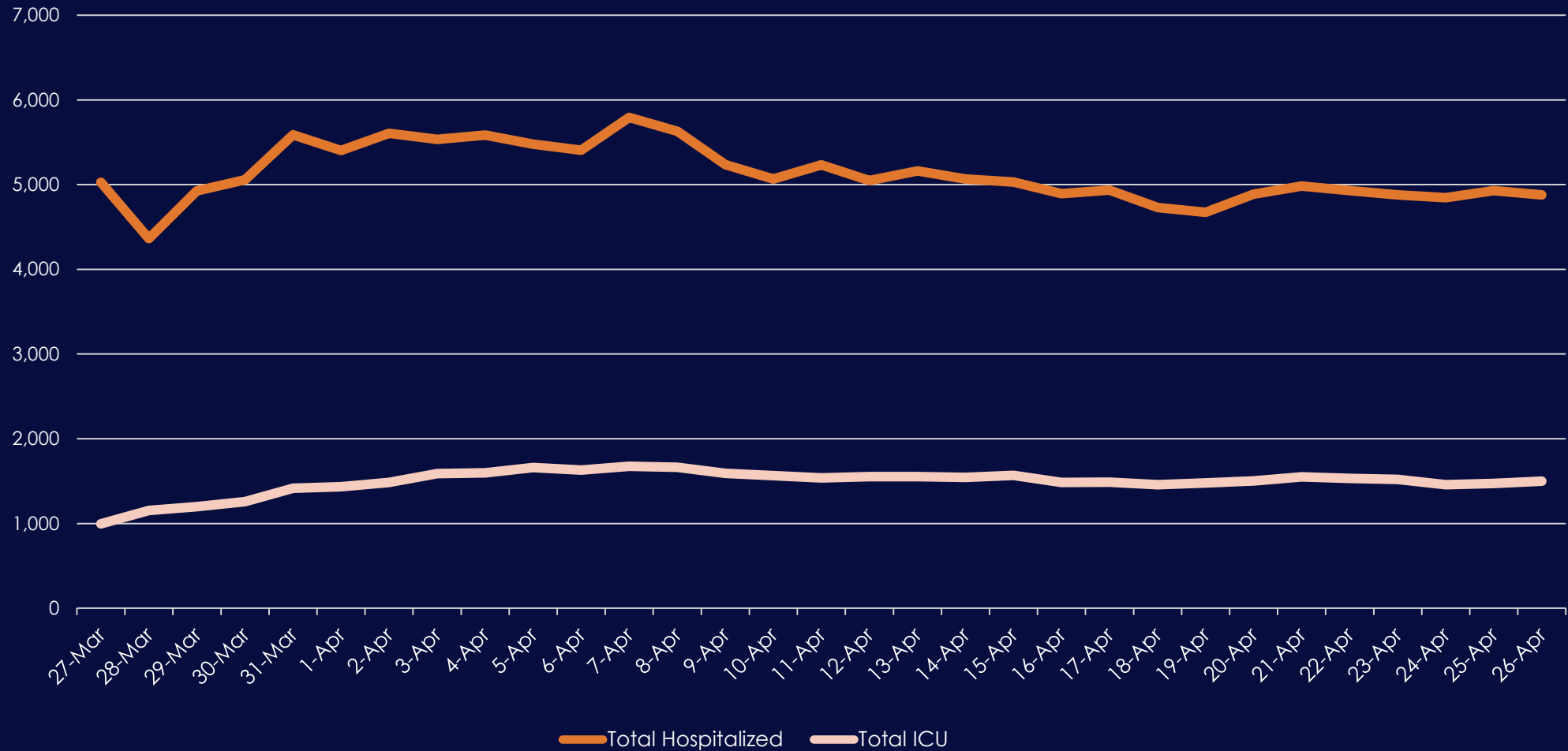


Update on California's Pandemic Roadmap

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.

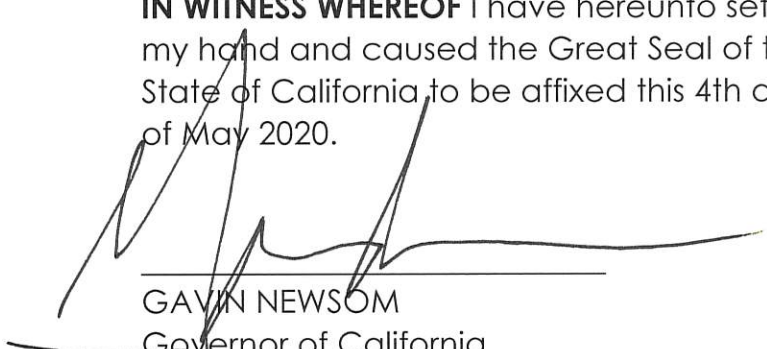
The State Public Health Officer may, from time to time and as she deems necessary to respond to the dynamic threat posed by COVID-19, revise the criteria and procedures set forth in this Paragraph 2. Nothing related to the establishment or implementation of such criteria or procedures, or any other aspect 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

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**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



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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



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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.



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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



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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



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM
Governor

June 18, 2020

GUIDANCE FOR THE USE OF FACE COVERINGS

Because of our collective actions, California has limited the spread of COVID-19 and associated hospitalizations and deaths in our state. Still, the risk for COVID-19 remains and the increasing number of Californians who are leaving their homes for work and other needs, increases the risk for COVID-19 exposure and infection.

Over the last four months, we have learned a lot about COVID-19 transmission, most notably that people who are infected but are asymptomatic or pre-symptomatic play an important part in community spread. The use of face coverings by everyone can limit the release of infected droplets when talking, coughing, and/or sneezing, as well as reinforce physical distancing.

This document updates existing [CDPH guidance](#) for the use of cloth face coverings by the general public when outside the home. It mandates that face coverings be worn state-wide in the circumstances and with the exceptions outlined below. It does not substitute for existing guidance about social distancing and handwashing.

Guidance

People in California must wear face coverings when they are in the high-risk situations listed below:

- Inside of, or in line to enter, any indoor public space;¹
- Obtaining services from the healthcare sector in settings including, but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank;²
- Waiting for or riding on public transportation or paratransit or while in a taxi, private car service, or ride-sharing vehicle;
- Engaged in work, whether at the workplace or performing work off-site, when:
 - Interacting in-person with any member of the public;
 - Working in any space visited by members of the public, regardless of whether anyone from the public is present at the time;

¹ Unless exempted by state guidelines for specific public settings (e.g., school or childcare center)

² Unless directed otherwise by an employee or healthcare provider



- Working in any space where food is prepared or packaged for sale or distribution to others;
- Working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
- In any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance.
- Driving or operating any public transportation or paratransit vehicle, taxi, or private car service or ride-sharing vehicle when passengers are present. When no passengers are present, face coverings are strongly recommended.
- While outdoors in public spaces when maintaining a physical distance of 6 feet from persons who are not members of the same household or residence is not feasible.

The following individuals are exempt from wearing a face covering:

- Persons age two years or under. These very young children must not wear a face covering because of the risk of suffocation.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance.
- Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Persons for whom 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.
- Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service.
- Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided that they are able to maintain a distance of at least six feet away from persons who are not members of the same household or residence.
- Persons who are engaged in outdoor work or recreation such as swimming, walking, hiking, bicycling, or running, when alone or with household members, and when they are able to maintain a distance of at least six feet from others.

- Persons who are incarcerated. Prisons and jails, as part of their mitigation plans, will have specific guidance on the wearing of face coverings or masks for both inmates and staff.

Note: Persons exempted from wearing a face covering due to a medical condition who are employed in a job involving regular contact with others should wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.

Background

What is a cloth face covering?

A cloth face covering is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made or sewn by hand or can be improvised from household items such as scarfs, T-shirts, sweatshirts, or towels.

How well do cloth face coverings work to prevent spread of COVID-19?

There is scientific evidence to suggest that use of cloth face coverings by the public during a pandemic could help reduce disease transmission. Their primary role is to reduce the release of infectious particles into the air when someone speaks, coughs, or sneezes, including someone who has COVID-19 but feels well. Cloth face coverings are not a substitute for physical distancing, washing hands, and staying home when ill, but they may be helpful when combined with these primary interventions.

When should I wear a cloth face covering?

You should wear face coverings when in public places, particularly when those locations are indoors or in other areas where physical distancing is not possible

How should I care for a cloth face covering?

It's a good idea to wash your cloth face covering frequently, ideally after each use, or at least daily. Have a bag or bin to keep cloth face coverings in until they can be laundered with detergent and hot water and dried on a hot cycle. If you must re-wear your cloth face covering before washing, wash your hands immediately after putting it back on and avoid touching your face. Discard cloth face coverings that:

- No longer cover the nose and mouth
- Have stretched out or damaged ties or straps
- Cannot stay on the face
- Have holes or tears in the fabric

ORDINANCE NO. 1874

**AN URGENCY ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE REQUIRING THE USE OF
FACE COVERINGS IN CONFORMITY WITH THE REQUIREMENTS SET
BY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

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;

WHEREAS, COVID-19 has been found to be easily transmissible from person to person;

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;

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;

WHEREAS, on March 21, 2020, Tulare County declared an emergency, thus enabling the County to take extraordinary measures;

WHEREAS, on March 17, 2020, due the actions of the Federal and State Governments, and due to the presence of confirmed cases in Tulare County and the Porterville area, the Porterville City Council adopted Resolution No. 22-2020, a Resolution of the City Council of the City of Porterville to Proclaim the Existence of a Local Emergency;

WHEREAS, on June 18, 2020, the California Department of Public Health issued Guidance for the Use of Face Coverings, which mandates that face coverings be worn state-wide in certain settings and circumstances;

WHEREAS, as of July 7, 2020, Tulare County remains on the State of California Covid-19 “watch list,” due to continuing spread of the disease in the County, including in the Porterville area;

WHEREAS, on July 7, 2020, the Porterville City Council ordered that the face covering requirements of the State be enforced within the City via the City’s administrative citation regulations and through aggressive education efforts, and directed that an urgency ordinance be prepared consistent with the order;

WHEREAS, the City of Porterville is authorized to enforce the state-wide order concerning Face Coverings pursuant to the California Constitution, Porterville City Charter Section 4, and applicable State laws and City regulations; and

WHEREAS, substantial scientific evidence shows that when combined with physical distancing and other health and safety practices such as hand washing and the regular disinfection of surfaces, wearing Face Coverings will assist in allowing additional business and other activities

to be resumed in the safest way possible, and will help protect Porterville's community members and in particular those that are most vulnerable due to age or health conditions;

THE CITY COUNCIL OF THE CITY OF PORTERVILLE does ordain as follows:

Section 1. The provisions of this urgency ordinance are necessary for the immediate preservation of the health and safety of the public; will help protect all community members who live, work and are present in the City of Porterville; and will assist in state-wide efforts to mitigate the spread of Covid-19.

Section 2. Individuals, while in the City of Porterville, are required to comply with all guidance within the California Department of Public Health's "Guidance for the Use of Face Coverings," (hereinafter "Face Covering Requirements") as currently set forth and as may be further revised by the State of California. A copy of the Face Covering Requirements, released June 18, 2020, and revised on June 29, 2020, is attached hereto as Exhibit "A."

Section 3. Businesses operating in the City of Porterville are required to comply with all applicable Industry Guidance issued by the California Department of Public Health, which incorporate the Face Covering Requirements.

Section 4. The City is authorized to utilize education efforts in any effort to gain cooperation and compliance with the Face Covering Requirements;

Section 5. City staff is further authorized to engage in code enforcement efforts to remedy violations of the Face Covering Requirements. Violations of these requirements are punishable as permitted by State law. Furthermore, the City is hereby authorized to enforce violations of the requirements pursuant to its Administrative Citation regulations set forth in Chapter 2, Article 14, Sections 2-141 through 2-155 of the Porterville Municipal Code.

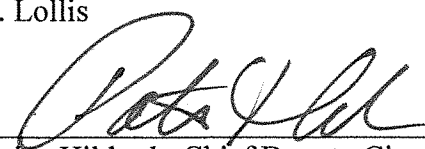
Section 6. This Ordinance is exempt from the requirements of CEQA pursuant to California Public Resources Code Section 21080(b) (4).

Section 7. This Ordinance shall take effect immediately upon adoption by at least a 4/5 vote of the all members of the Porterville City Council, pursuant to Section 13 of the Porterville City Charter.

THE FOREGOING ORDINANCE was approved by the City Council of the City of Porterville, State of California, on July 21, 2020 at a regular meeting of said Council duly and regularly convened.


Martha A. Flores, Mayor

ATTEST:
John D. Lollis

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

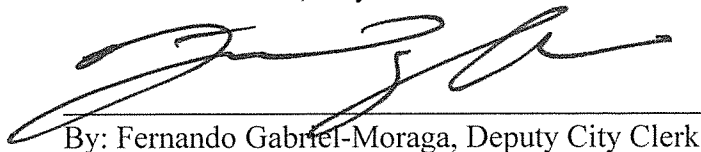
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Urgency Ordinance No. 1874, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 21st day of July, 2020, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to be in full force and effect immediately upon adoption.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

COUNCIL:	PEÑALOZA	REYES	FLORES	STOWE	GURROLA
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Deputy City Clerk



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

Released June 18, 2020

- Revised on June 29, 2020 to clarify that children under two years old are exempt from wearing face coverings due to risk of suffocation

GUIDANCE FOR THE USE OF FACE COVERINGS

Because of our collective actions, California has limited the spread of COVID-19 and associated hospitalizations and deaths in our state. Still, the risk for COVID-19 remains and the increasing number of Californians who are leaving their homes for work and other needs, increases the risk for COVID-19 exposure and infection.

Over the last four months, we have learned a lot about COVID-19 transmission, most notably that people who are infected but are asymptomatic or pre-symptomatic play an important part in community spread. The use of face coverings by everyone can limit the release of infected droplets when talking, coughing, and/or sneezing, as well as reinforce physical distancing.

This document updates existing CDPH guidance for the use of cloth face coverings by the general public when outside the home. It mandates that face coverings be worn state-wide in the circumstances and with the exceptions outlined below. It does not substitute for existing guidance about social distancing and handwashing.

Guidance

People in California must wear face coverings when they are in the high-risk situations listed below:

- Inside of, or in line to enter, any indoor public space;¹
- Obtaining services from the healthcare sector in settings including, but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank;²
- Waiting for or riding on public transportation or paratransit or while in a taxi, private car service, or ride-sharing vehicle;
- Engaged in work, whether at the workplace or performing work off-site, when:
 - Interacting in-person with any member of the public;
 - Working in any space visited by members of the public, regardless of whether anyone from the public is present at the time;

¹ Unless exempted by state guidelines for specific public settings

² Unless directed otherwise by an employee or healthcare provider



- Working in any space where food is prepared or packaged for sale or distribution to others;
- Working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
- In any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance.
- Driving or operating any public transportation or paratransit vehicle, taxi, or private car service or ride-sharing vehicle when passengers are present. When no passengers are present, face coverings are strongly recommended.
- While outdoors in public spaces when maintaining a physical distance of 6 feet from persons who are not members of the same household or residence is not feasible.

The following individuals are exempt from wearing a face covering:

- Persons younger than two years old. These very young children must not wear a face covering because of the risk of suffocation.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance.
- Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Persons for whom 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.
- Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service.
- Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided that they are able to maintain a distance of at least six feet away from persons who are not members of the same household or residence.
- Persons who are engaged in outdoor work or recreation such as swimming, walking, hiking, bicycling, or running, when alone or with household members, and when they are able to maintain a distance of at least six feet from others.

- Persons who are incarcerated. Prisons and jails, as part of their mitigation plans, will have specific guidance on the wearing of face coverings or masks for both inmates and staff.

Note: Persons exempted from wearing a face covering due to a medical condition who are employed in a job involving regular contact with others should wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.

Background

What is a cloth face covering?

A cloth face covering is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made or sewn by hand or can be improvised from household items such as scarfs, T-shirts, sweatshirts, or towels.

How well do cloth face coverings work to prevent spread of COVID-19?

There is scientific evidence to suggest that use of cloth face coverings by the public during a pandemic could help reduce disease transmission. Their primary role is to reduce the release of infectious particles into the air when someone speaks, coughs, or sneezes, including someone who has COVID-19 but feels well. Cloth face coverings are not a substitute for physical distancing, washing hands, and staying home when ill, but they may be helpful when combined with these primary interventions.

When should I wear a cloth face covering?

You should wear face coverings when in public places, particularly when those locations are indoors or in other areas where physical distancing is not possible

How should I care for a cloth face covering?

It's a good idea to wash your cloth face covering frequently, ideally after each use, or at least daily. Have a bag or bin to keep cloth face coverings in until they can be laundered with detergent and hot water and dried on a hot cycle. If you must re-wear your cloth face covering before washing, wash your hands immediately after putting it back on and avoid touching your face. Discard cloth face coverings that:

- No longer cover the nose and mouth
- Have stretched out or damaged ties or straps
- Cannot stay on the face
- Have holes or tears in the fabric

###

City of Porterville

Guidelines for Expanded Outdoor Dining During Covid-19



Preface

The City of Porterville has developed these guidelines for outdoor dining to assist our restaurant businesses in providing expanded seating capacity in the public right-of-way and on private spaces for in-person restaurant dining as allowed for by the State of California and Tulare County COVID-19 Health Orders (Health Orders). These guidelines are temporary in nature and will only be in place during this time of restricted restaurant operations or up until January 31, 2021, *whichever occurs earlier*.

The City of Porterville will be allowing restaurants to utilize sidewalks, public parking spaces, and/or in parking spaces in privately owned shopping centers, for the purposes of providing outdoor dining areas. Specific restrictions and guidelines for each of these locations are outlined in this guidebook.

State of California

Effective as of June 6, 2020, the State of California is permitting outdoor dining. General requirements include, but are not limited to:

- The establishment a written, workplace-specific COVID-19 prevention plan. State of California COVID-19 Industry Guidelines for Dine-In Restaurants can be currently found at <https://files.covid19.ca.gov/pdf/guidance-outdoor-restaurants--en.pdf>. Facilities that open for outdoor dining must offer curbside pickup, takeaway, and/or delivery service alternatives. Lines for pickup or takeaway must be in a separate area from the outdoor dining area to prohibit patrons from unnecessarily accessing the outdoor dining area.
- *Pursuant to State licensing*, alcohol may be sold to patrons in conjunction with a meal, but it may not be sold independently, and bar areas must remain closed to customers.
- Patrons are required to wear a face covering except when sitting at a table.

Temporary Outdoor Restaurant Dining Permit

The City has developed a no-fee streamlined encroachment permit application for temporary outdoor dining. The intent of this permit is to be temporary in nature and to be in place only during the Health Orders restrictions on restaurant operations or up until January 31, 2021, *whichever occurs earlier*.

The following documents are required in order to process a permit for outdoor seating in the City of Porterville:

- Temporary Outdoor Restaurant Dining Permit Application
- Certificate of Liability Insurance and Endorsements
- Site Plan diagram of proposed outdoor dining lay-out

The Temporary Outdoor Restaurant Dining Permit application is available on the City's website (<https://www.ci.porterville.ca.us>).

General Guidelines for all Outdoor Dining Areas

The following general guidelines apply to all areas:

- **Adequate Clearance for Social Distancing.** Any outdoor table and seating must maintain a minimum sidewalk clearance and/or pedestrian through zone of 6-feet from any physical obstruction to allow pedestrians to maintain adequate social distancing when passing by patrons seated at a table. The physical obstruction includes light poles, fire hydrants, trees, or other barriers and entryways or display window of adjacent businesses, unless authorized by the adjacent business.
- **Seating Area Allowance for Social Distancing.** The seating provided shall allow for patrons to maintain a minimum 6-foot social distance from the nearest group of other patrons seated in the same area.
- In addition to the cleaning and sanitary measures, tables must be arranged to ensure that no customer is sitting within six feet of any other customer at a separate table.
- Patrons at a single table are limited to no more than six, and they must be from the same household or living unit.
- **ADA Compliance.** Outdoor seating areas must comply with all requirements of the California Building Code, Americans with Disabilities Act (ADA), and provide sufficient clearance and walkway space to allow safe access and egress. Restaurants must ensure that a minimum 3-foot ADA path of travel is maintained throughout the areas for patrons to access tables provided.
- **Temporary Fixtures.** Tables, seating, umbrellas, heating lamps, planters, platforms or flooring shall achieve California Building Code and ADA compliance, and any approved physical barriers to mark the seating area are the only items permitted in the public right-of-way. These items must be designed to be weighted down for wind protection, removable, and minimize tripping hazards.
- **Alcohol Service.** Restaurants and food establishments licensed by the State of California will be permitted to sell and allow on-premise consumption of alcoholic beverages. Alcohol service is only allowed under full-service conditions and alcoholic beverages consumed in the outdoor dining premises are not allowed to be provided in to-go containers. Establishments that serve alcoholic beverages in the outdoor dining area shall be required to meet all requirements of the Alcoholic Beverage Control Board and any other federal, state, or local laws and regulations governing the sale and consumption of alcoholic beverages. Visit the ABC website for their specific COVID-19 regulatory updates.
- **No Outdoor Food Preparation.** Outdoor food preparation is not permitted. No heating, cooking or open flames are permitted in the outdoor dining space or public rights-of-way.
- **Amplification of noise.** Amplification of music or other sounds is generally prohibited for these temporary uses, and for any proposed use of amplified music or an intercom system, if allowed an amplification permit will be required. The application may be found at the following location: <http://www.ci.porterville.ca.us/depts/ParksandLeisure/documents/OutsideAmplifierPermit.pdf>

Music volume must be adjusted so that workers can maintain social distance from customers to hear orders.

- **Site Maintenance.** Outdoor seating areas shall be maintained free of litter, refuse and debris. The area shall be scrubbed and mopped to remove any food or drink stains on a daily basis by the permittee. Such cleaning shall be in accordance with the City's Storm Water Management and Discharge Control Program, which prohibits any discharge other than storm water into the storm water drainage system.

- **Tents or Shade Structures.** Umbrellas and other decorative material shall be fire-retardant, pressure-treated or manufactured of fire-resistant material. No portion of an umbrella shall be less than six (6) feet, eight (8) inches (eighty (80) inches) above the sidewalk. Tents or any structures shall be installed in an *approved* manner that is inspected by both the Fire Department and the Building Division prior to being occupied. The use of tents or shade structures in excess of 400 square feet will require coordination with and approval from the Porterville Fire Department. To request more information contact (559) 782-7526.
- **Space Heaters.** Space heaters are permitted if they are an outdoor approved type, are located in accordance with the manufacturer's recommendations and California Fire Code, and are located at least two (2) feet from the edge of any umbrella canvas, any foliage, or any other flammable object or material. Use will require coordination with and approval from the Porterville Fire Department. To request more information contact (559) 782-7526.
- **Hours of Operation.** The outdoor dining areas shall adhere to the same approved hours of operation as the existing restaurant
- **Lighting.** Temporary outdoor lighting in compliance with the Porterville Development Ordinance is allowed. Lighting shall be turned off whenever the restaurant is closed and/or the outdoor dining area is not in use.
- **Removal of Items.** All items installed to support outdoor dining shall be temporary in nature and removed at such the time the City so orders. Upon removal of these items, the site shall be restored to its previous condition within 48 hours.
- **Restrooms.** Restaurant patrons shall have access to the restroom(s) affiliated with the subject restaurant.

Sidewalk Dining Areas

Sidewalk dining involves the placement of tables and chairs in the public sidewalk area. Businesses may request the closure of sidewalk immediately adjacent to the restaurant with Temporary Outdoor Restaurant Dining Permit. Furthermore, Businesses may request the closure of on-street public parking spots directly adjacent to the business frontage, for use as a buffer or extended entrance area (no dining in on-street parking spots is permitted).

The following specific conditions apply to these areas:

Restaurants using these areas will need to provide their own furniture for use of by the patrons and will be responsible for securing their furniture when not in use.

Restaurants that are providing alcohol service must meet all requirements of the Alcoholic Beverage Control Board and any other federal, state, or local laws and regulations governing the sale and consumption of alcoholic beverages.

- **Signage** – when sidewalk and/or on-street parking closure is requested, the applicant shall provide detour signage to ensure pedestrians are made aware of alternative routes.
- The applicant shall notify all residents and businesses that will be affected by the sidewalk or on-street parking closure.
- **Barricades** - All parking stalls adjacent to the sidewalk dining areas shall be closed and have barricades as provided by the City of Porterville.

Public Parking Dining Areas

The City is providing the opportunity to restaurants in the Downtown District to request outdoor dining in portions of the public parking lots located near restaurants.

The following specific conditions apply to these areas:

- Restaurants using these areas will need to provide their own furniture for use by the patrons and will be responsible for securing their furniture when not in use.
- Barricades must be used to protect patrons from vehicular traffic and shall be provided by the City of Porterville.
- Restaurants that are providing alcohol service must meet all requirements of the Alcoholic Beverage Control Board and any other federal, state, or local laws and regulations governing the sale and consumption of alcoholic beverages.

Private Parking Lot Dining Areas

Private parking lot areas refer to shopping centers, strip malls, and stand-alone commercial properties that have their own designated parking areas. The City of Porterville is temporarily suspending requirements restricting the provision of outdoor dining, minimum parking standards as codified in Municipal Code **, and planning application conditions of approval related to parking and outdoor dining with an approved Temporary Outdoor Restaurant Dining Permit. Suspending these requirements will temporarily allow restaurants to provide outdoor dining in their respective private parking lots. Arrangements for outdoor dining must be worked out with and agreed to by the property owner for each location. The City shall not be a party to discussions or arrangements concerning the leasing or use of outdoor space on private property.

The following specific conditions apply to these areas:

- Restaurants must have the written permission of the property owner in order to use the parking space areas.
- The parking lots must still comply with all California Building Code and ADA standards, including ADA paths of travel and adequate provision of handicapped parking spaces pursuant to California Building Code Section 11B.
- Restaurants that are providing alcohol service must meet all requirements of the Alcoholic Beverage Control Board and any other federal, state, or local laws and regulations governing the sale and consumption of alcoholic beverages.
- Access to fire hydrants, fire hose connections for sprinkler systems, and entrances and exits of all buildings shall not be obstructed at any time by barriers or seating. The twenty (20) feet fire lane shall not be obstructed at any time. There shall be a minimum of forty (40) inches in distance separating the edge of a table or chair to a fire department connection.
- Consideration should be given to maintaining adequate parking supply on-site to prevent spillover parking in adjacent residential areas
- Seating areas shall occupy a specifically approved and defined location that does not disrupt the normal function of the site or its circulation. The area shall be located outside of any fire lane or fire access way.

For More Information:

For Questions or additional information regarding these Outdoor Dining Guidelines or the Temporary Outdoor Restaurant Dining Encroachment Permit application, please contact:

Jason Ridenour, Economic Development and Housing Manager

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