



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
APRIL 20, 2021, 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, April 20, 2021, 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.

Alternatively, this meeting will also be available via Zoom using the following information

Topic: City Council Meeting of April 20, 2021

Please use the following link below to join the webinar:

<https://zoom.us/j/97042056959?pwd=NzZsaXhERW4yVmpuQlp2Ly9EcktKdz09>

Or via Telephone: **1-669-900-6833** Webinar ID: **970 4205 6959** Passcode: **588314**

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 54956.8 – Conference with Real Property Negotiators/Property: APN: 42 S. Plano Street, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Barn Theatre. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs: 302-130-015, 302-130-007, 302-130-019, and 302-130-021. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and

Friant Water Authority. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.95 – Liability Claim: Claimant: Zane Phillips. Agency claimed against: City of Porterville.

4 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Management and Confidential Series, Porterville Peace Officers Association, Public Safety Support Unit, Porterville City Employees Association, Porterville City Firefighters Association, Fire Officers Series, and all unrepresented management employees.

5 - Government Code Section 54957 -- Public Employee Performance Evaluation -- Title: City Attorney.

6 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Mayor Monte Reyes and City Manager John Lollis. Employee: City Attorney.

7 - Government Code Section 54957 -- Public Employee Performance Evaluation -- Title: City Manager.

8 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: Mayor Monte Reyes and City Attorney Julia Lew. Employee: City Manager.

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

10 - 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 Vice Mayor Flores
Invocation

PRESENTATIONS

Chamber of Commerce Quarterly Report

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.

AB 1234 REPORTS

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

1. Local Initiatives Navigation Center Committee (LINC) - April 7, 2021
2. Tulare County Association of Governments (TCAG) - Sustainable Corridor Committee - April 8, 2021
3. City Council COVID-19 Ad Hoc Committee - April 12, 2021
4. Tulare County Water Commission - April 12, 2021
5. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - April 15, 2021
6. Library Facility Planning Committee - April 15, 2021
7. TCAG/Tulare County Transportation Authority (TCTA) - April 19, 2021
8. Tulare County Regional Transit Authority (TCRTA) - April 19, 2021

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 - no report.
 2. Library & Literacy Commission - no report.
 3. Arts Commission
 4. Animal Control Commission
 5. Youth Commission - no report.
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Wall of Fame
 2. Water Conservation Phase IV Status Update

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. **Purchase of "Jaws of Life" Extrication Equipment**
Re: Consideration to authorize the purchase of a "Jaws of Life" Extrication Equipment from L.N. Curtis in the amount of \$36,175.13
2. **Authorization to Purchase Replacement Repair Materials for City Well No. 1A**
Re: Authorization to purchase replacement repair materials for City Well 1A, in an amount not to exceed \$11,677.

3. **Authorization to Finalize Draft Transfer Agreement with the County of Tulare for a Municipal Well, Water Conveyance Facilities and Appurtenance**
Re: Considering approval to Finalize Draft Transfer Agreement with the County of Tulare and the City of Porterville for a Municipal Well, Water Conveyance Facilities and Appurtenances.
4. **Consideration of Tulare County Junior Livestock Show and Community Fair Addendum No. 3**
Re: Consideration to approve Addendum No. 3 of the Tulare County Junior Livestock Show and Community Fair License and Development Agreement.
5. **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

6. **Fireworks Ordinance Amendment**
Re: Considering the approval of the draft Ordinance modifying Article II of Chapter 12 of the Municipal Code.
7. **Ordinance Amending Code Enforcement Regulations Clarifying the Available Remedies for City Code Violations and Providing for a Waiver of the Administrative Citation Hearing Advance Deposit Under Certain Circumstances and Conditions**
Considering approval of a draft Ordinance to amend Chapter 1, Sections 1-9 and 1-10, and Chapter 2, Article XIV, Sections 2-148, 2-151.1, and 2-152 of the Municipal Code.
8. **Public Hearing to Consider the Transition to Phase III of the City's Water Conservation Plan**
Re: Consideration of the transition from Phase IV to Phase III of the City's Water Conservation Plan.
9. **Community Development Block Grant Substantial Amendment to the 2020 Consolidated Plan and 2020/2021 Action Plan**
Re: Consideration to approve the draft Resolution approving the proposed substantial and minor amendments to the 2020 Consolidated Plan and 2020/2021 Action Plan.
10. **Community Development Block Grant 2021-2022 Action Plan**
Re: Considering the adoption of a draft resolution approving the 2021/22 Action Plan.

SECOND READINGS

11. **Second Reading - Ordinance No. 1881 - Amending Article 600 of Chapter 21 of the Municipal Code (Chapter 600 of the Porterville Development Code)**
Re: Giving second reading of Ordinance 1881 amending Section 600.04(c) of the Porterville Development Ordinance.

SCHEDULED MATTERS

12. **City Internal Audit Committee**

Re: Consideration and potential modification of the composition of the City Internal Audit Committee.

13. Status and Review of Proclamation of Local Emergency: COVID-19

Re: Considering approval of the continuation of the Proclamation of Local Emergency due to COVID-19.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of May 4, 2021

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

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



CITY COUNCIL AGENDA – APRIL 20, 2021

SUBJECT: 1. Wall of Fame

SOURCE: Parks and Leisure Services

COMMENT: On an annual basis, the City of Porterville's Wall of Fame selections are announced. The Wall of Fame is a section of the hallway within City Hall, located at 291 N. Main Street. Those who are honored are recognized for their significant contributions, efforts and service to the Porterville community.

Each Member of City Council may select one honoree each year. Honorees must have lived in the Porterville area for a minimum of fifteen (15) years, and may not be currently serving as an elected official. The Wall of Fame ceremony will take place at Centennial Park on a date yet to be determined. The 2020 honorees will also be honored during the ceremony due to the restrictions of the ongoing COVID-19 pandemic having prohibited the ceremony last year.

The Wall of Fame honorees for 2021 are as follows:

Mayor Reyes - Jeff Edwards

Vice Mayor Flores - Janice Castle

Council Member Carrillo - Virginia Gurrola

Council Member Peñaloza - Teresa A. de la Rosa-Garcia

Council Member Stowe - Gang Sue

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Wall of Fame Honorees: 2007 - 2020

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

City of Porterville Wall of Fame Honorees

Carmen Martinez Eoff	2007	Michael R. Garcia	2017
Frank “Buck” Shaffer	2007	Bob Perez	2017
Edward B. “Ted” Cornell	2008	Jim Winton	2017
Jim Maples	2010	Richard B. Hatfield	
2018			
Roy Rockholt	2010	Todd ‘Hoss’ McNutt	
2018			
James Cone	2011	Teddy Wong	
2018			
Mona Gauger	2011	Denise Howell Marchant	
2019			
Brett Land	2011	Raymond Camarena	
2019			
Forrest ‘Doc’ Mock	2011	Doug Webb	
2019			
Alice Seal	2011	Grace Muñoz Rios	2019
Estha Mae Hinton	2012	James Kusserow	2019
Teresa Jackson	2012	Linda Camarena	2020
William Rogers	2012	Joe Carrillo	2020
Orlin and Louise Shires	2012	Roberto da la Rosa, Sr.	2020
Waltraut Wilson	2012	Jim Holly	2020
Mary Hamner Baker	2013	Joe Ruiz, Jr.	
2020			
Robert Decker Christenson	2013		
Cyrille Faure	2013		
Vivian Josten Lucey	2013		
Emogene McCullar	2013		
George Overcash	2013		
Clara Wilcox Rutherford	2013		
Lester James Hamilton	2014		
William ‘Bill’ Horst	2014		
Guy Huffaker	2014		
Marlene Marquez	2014		
Monte Moore	2014		
Theodore Ensslin	2015		
Pete V. McCracken	2015		
Myron Wilcox	2015		

Gilbert Yniguez	2015	
Judith A. Gibbons	2016	
James E. Howell	2016	
Philip D. Hunter	2016	
Judge Glade F. Roper		2016
Steven E. Tree		2016
Elva Beltran	2017	
Joseph Faure, Jr.	2017	



CITY COUNCIL AGENDA – APRIL 20, 2021

SUBJECT: 2. Water Conservation Phase IV Status Update

SOURCE: Public Works

COMMENT: The City of Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City transitioned from Phase III to Phase IV of the City's Water Conservation Plan as of December 1, 2020. The Water Conservation Plan applies to all municipal water users within or outside city limits. The Phase IV plan limits outdoor watering to one day per week, with "odd" addresses allowed watering on Saturday and "even" addresses allowed watering on Sunday. Outdoor watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday through Friday. Watering of outdoor landscaping is prohibited during, and within forty-eight (48) hours after, measurable rainfall which is now defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by Ordinance may issue a citation to the violator. The City will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of March 2021 show that a total of four Notices of Violation were issued for water wasting, and no Administrative Citations were issued.

Water production for March 2021 shows an 18% increase from the 5-year average. The production for the month of March 2021 was 204 million gallons, which when compared to the production for the month of March 2013 of 209 million gallons, equates to a 2.35% decrease. Residential consumption for March 2021 was 76.12 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two formats: 1. Calculate the cumulative conservation totals for production as compared to production in 2013; and 2. Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total of production for the City of Porterville's conservation efforts will reflect June 2015 through March 2021. Porterville's cumulative total production conservation through March 2021 is 20.62%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through

March 2021. Porterville's cumulative total GPCD conservation through March 2021 is 25.1%.

Under the February 2, 2016, emergency regulation, the City of Porterville received a revised conservation standard of 28% with an additional 2% reduction for climate adjustment, making the City's conservation standard 26%. After reviewing the Water Board's Self-Certification criteria for drought impacts to water supplies, the City of Porterville Council approved maintaining a self-imposed standard of 26%. The continuation of the current conservation goals keep a standardized message that the City has worked to develop in public outreach, provides resiliency and capacity to ensure three years of supply under drought conditions, meets the minimum 20% conservation standard defined in the City's Urban Water Management Plan, and assists the City toward meeting the requirements of the Sustainable Groundwater Management Act (SGMA).

The State Water Board continues to require monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring the performance of urban water conservation with a preparedness to implement conservation standards as necessary.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Monthly Production Status March 2021
2. Monthly Production Status GPCD March 2021
3. Drought Response Phase III Flyer
4. Drought Response Phase IV Flyer

Appropriated/Funded:

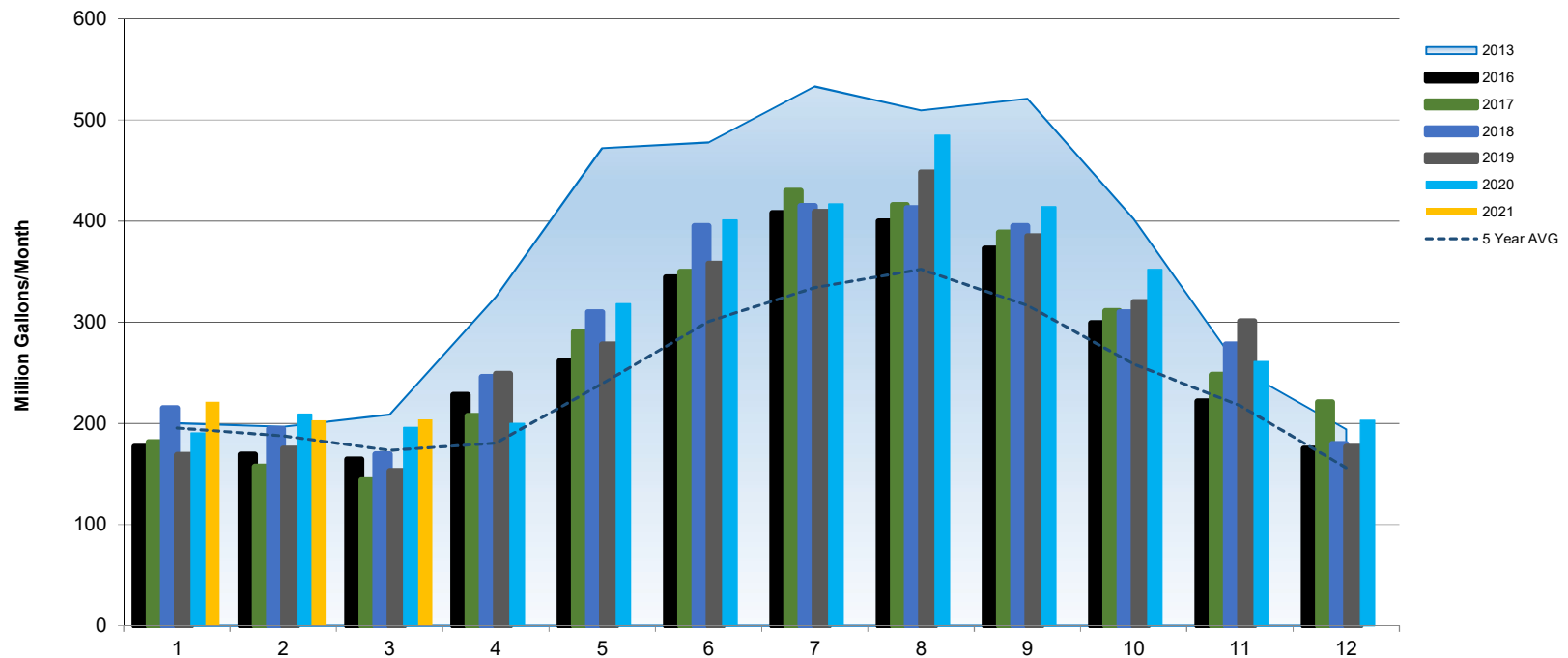
Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Monthly Production Status & Cumulative Total June 2015 Through March 2021 Production Comparison to 2013 & 5 Year Average

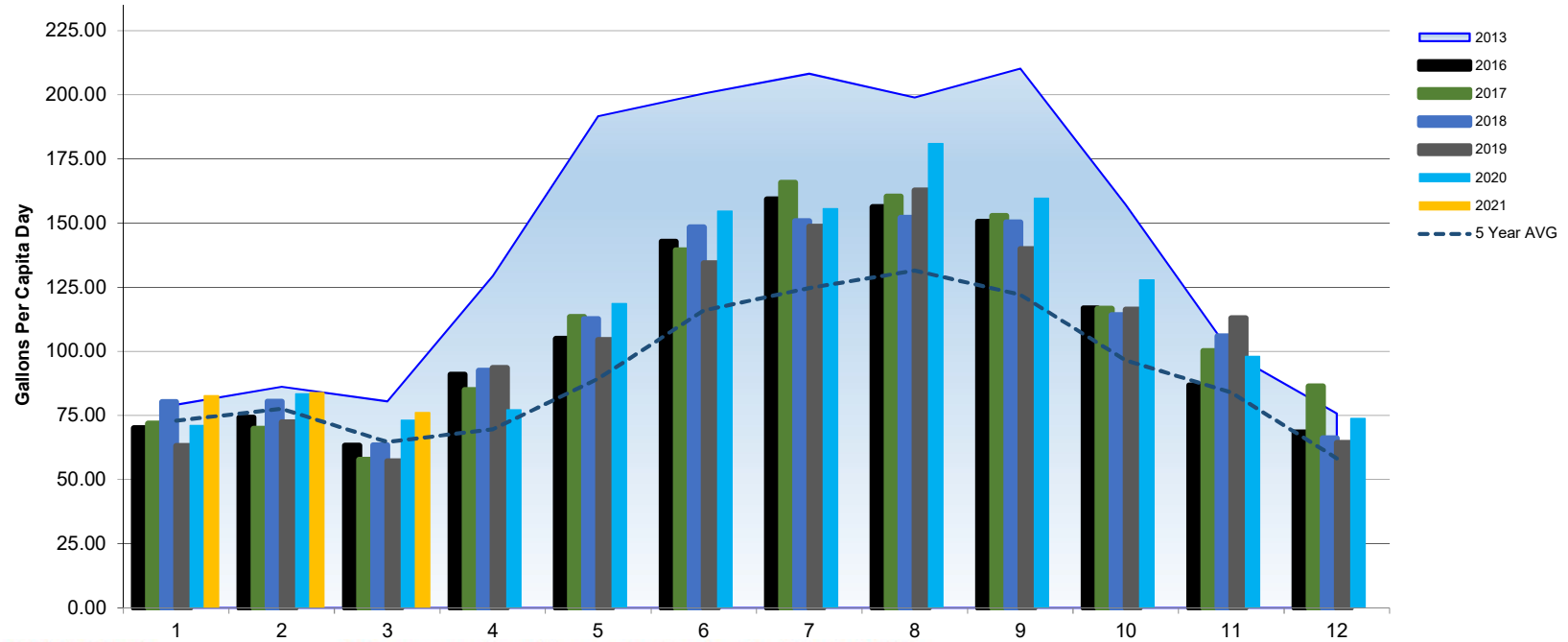


Production Cumulative Total 20.5%

	1	2	3	4	5	6	7	8	9	10	11	12
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	1%	-7%	-13%	-29%	-39%	-26%	-25%	-24%	-29%	-27%	7%	-13%
2019	-16%	-11%	-27%	-23%	-41%	-25%	-23%	-12%	-26%	-20%	19%	-9%
2020	-5%	6%	-6%	-38%	-33%	-16%	-22%	-5%	-21%	-13%	3%	5%
2021	11%	3%	-2%									

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
March 2021 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



GPCD

Cumulative Total 25.1%

	2016	-12%	-14%	-21%	-30%	-45%	-29%	-24%	-21%	-28%	-26%	-13%	-10%
	2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
	2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
	2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%	-15%
	2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%	-3%
	2021	4%	-3%	-5%									

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

■ Odd Address
 ■ Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

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



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – APRIL 20, 2021

SUBJECT: Purchase of "Jaws of Life" Extrication Equipment

SOURCE: Fire

COMMENT: The Fire Department maintains three extrication units, commonly known as the "Jaws of Life" to provide one such unit on each frontline engine. The Department is working to shift from the older model of hydraulic extrication unit to newer technology known as "E-draulic" units. These E-draulic units run on battery packs and provide faster extrication of injured victims of traffic accidents, while also providing a safer system for the fire personnel operating it. Jaws of Life, whether hydraulic or E-draulic, have a typical useful lifespan of 10-15 years.

In 2017, the Department was awarded a federal Homeland Security Grant, which allowed replacement of the oldest of the extrication units with its first E-draulic unit. In May 2020, the acquisition of a second extrication unit was approved by the City Council. At this time, the third extrication unit is nearing the end of its useful lifespan and is in need of replacement. As no grant funds are currently available for such a purchase, the Department has identified available funds in its Equipment Replacement fund. The manufacturer of the extrication units, Hurst, has two licensed vendors in California, both of which are L. N. Curtis & Sons. As such, this would be a sole-source purchase.

RECOMMENDATION: That the City Council authorize the purchase of a Hurst E-draulic rescue equipment from L.N. Curtis in the amount of \$36,175.13.

ATTACHMENTS:

1. Curtis Quote
2. Hurst Dealer Verification Letter - L. N. Curtis & Sons

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager

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



Pacific North Division
 185 Lennon Lane Suite 110
 Walnut Creek, CA 94598
www.LNCurtis.com
 Quotation No. 176137

Quotation

CUSTOMER:

Porterville City Fire
 Department
 291 North Main Street
 Porterville CA 93257

SHIP TO:

Porterville City Fire Department
 Attn: Captain Lowery
 40 West Cleveland Avenue
 Porterville CA 93257

QUOTATION NO.

176137

ISSUED DATE

04/13/2021

EXPIRATION DATE

06/30/2021

SALESPERSON

Chris Parano
cparano@lncurtis.com
 559-301-5156

CUSTOMER SERVICE REP

Steve Price
sprice@lncurtis.com
 510-268-3333

REQUISITION NO.

REQUESTING PARTY

Fire Department

CUSTOMER NO.

C36150

TERMS

Net 30

OFFER CLASS

FR

F.O.B.

DEST

SHIP VIA

Standard Shipping

DELIVERY REQ. BY

NOTES & DISCLAIMERS

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

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	272788000 HURST	S 788E2 EDRAULIC CUTTER PACKAGE, CONSISTING OF: 1- S 788E2 CUTTER 1- 110V CHARGER 2- EXL BATTERIES	\$11,257.50	\$11,257.50
2	1	EA	271555000 HURST	SP555E2 EDRAULIC 2 28" SPREADER PACKAGE - CONSISTING OF: 1 - SP555E2 SPREADER 1- 110V CHARGER 2- EXL BATTERIES	\$12,430.75	\$12,430.75
3	1	EA	274085000 HURST	R421E EDRAULIC 2 RAM PACKAGE- CONSISTING OF 1- R421E2 RAM 1- 110V CHARGER 2- EXL BATTERIES .	\$8,702.00	\$8,702.00
4	1	EA	272085412 HURST	110V POWER SUPPLY ADPTR PLUG F/ EDRAULIC 2	\$722.00	\$722.00

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



Pacific North Division
185 Lennon Lane Suite 110
Walnut Creek, CA 94598
www.LNCurtis.com
Quotation No. 176137

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 06/30/2021. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$33,112.25
Tax Total	\$3,062.88
Transportation	\$0.00

Total	\$36,175.13
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[View Terms of Sale and Return Policy](#)



HURST Jaws of Life, Inc.
711 North Post Road
Shelby, NC 28150
www.jawsoflife.com



Dinglee
Hurst
Lukas
Vetter

November 5, 2020

City of Porterville Fire Department
Attn: Captain Lowery
40 West Cleveland Avenue
Porterville, CA 93257

This will confirm that, as of the date hereof, the following Hurst Jaws of Life® dealer is the only Hurst® dealer whose sales territory for Hurst® Low Pressure (5,000 PSI), Hurst® High Pressure (10,000 PSI), Hurst® eDRAULIC® and Hurst® StrongArm® rescue equipment includes the State of California.

L. N. Curtis & Sons
Walnut Creek, CA 94598
Phone Number: 1-800-443-3556
Fax Number: 501-839-5111

L. N. Curtis & Sons
La Mirada, CA 90638
Phone Number: 1-866-557-0254
Fax Number: 323-780-1484

Thank you for your interest in our rescue equipment. Feel free to contact us at 1-800-537-2659 or 704-487-6961 should you have any further questions or concerns.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mike Canon', written over a light blue horizontal line.

Mike Canon
Vice President of Sales
Hurst Jaws of Life, Inc.

tar

Cc: Eric Sanders, Western Regional Sales Manager, Hurst Jaws of Life, Inc.



CITY COUNCIL AGENDA – APRIL 20, 2021

SUBJECT: Authorization to Purchase Replacement Repair Materials for City Well No. 1A

SOURCE: Public Works

COMMENT: The City of Porterville's Well No. 1A, located on the north side of Putnam Avenue, East of Fourth Street, has experienced an operational failure. The operational demands on the water system depend on all wells being operational, so it is imperative to restore the operation of this well. Failure to correct this issue would affect the City's overall water system pressure and production capabilities as the summer months approach.

The City's Water Utility Division staff pulled this well and accessed its current condition, which resulted in the need to replace the submersible pump, motor, and electrical wiring. Staff requested three quotes from three different pump companies and received three quotes back for the replacement motor, pump bowls, and new wire:

Company	Total
S.A. Camp and Drilling Company	\$ 10,615
Carver Pump Service	\$ 11,568
Valley Pump & Dairy Systems	\$ 13,363

S.A. Camp Pump and Drilling Company was the lowest bidder to respond. In addition, they are immediately available to ship the replacement materials for City Well No. 1A, at a cost not to exceed \$11,677 (inclusive of all parts, taxes, and a 10% contingency). The total replacement cost will be funded by the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to S.A. Camp Pump and Drilling Company in an amount not to exceed \$11,677 for the cost of the replacement motor for City Well No. 1A; and
2. Direct the Finance Director to make payment to S.A. Camp Pump and Drilling Company upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS: 1. Location Map

2. S. A. Camp Pump and Drilling Company Quote
3. Carver Pump Service Quote
4. Valley Pump & Dairy Systems Quote

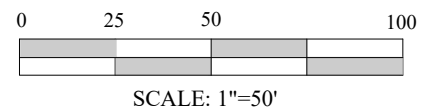
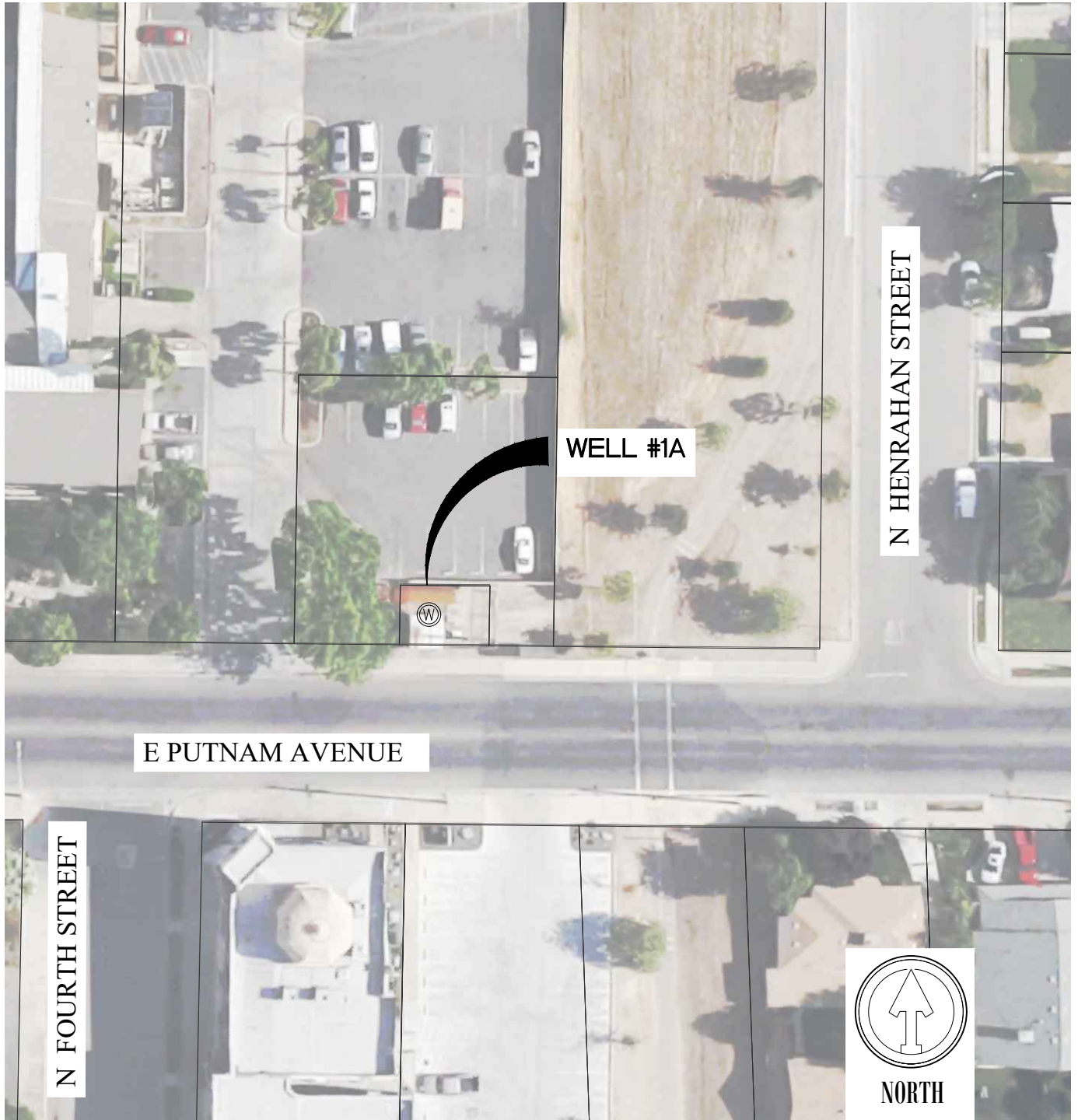
Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



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

City Well #1A

OWNER	CITY OF PORTERVILLE
APN	253-141-007
AREA	-
ACRES	-
SCALE	1" = 50'
DATE	4/9/2021
DRAWN BY	CAL
CHECKED BY	-

S. A. CAMP PUMP AND DRILLING COMPANY
P.O. BOX 82575 BAKERSFIELD CA 93380-2575
17876 ZERKER RD BAKERSFIELD CA 93308
PHONE (661) 399-2976 FAX (661) 399-8063 CA LIC# 346951
----ESTIMATE----

CUSTOMER:	CITY OF PORTERVILLE	DATE:	4/02/2021
ATTN:	JOHNNY	PAGE:	1 OF 1
SUBJECT:	WILL CALL - REPLACEMENT 50 HP SUB PUMP, MOTOR AND WIRE		

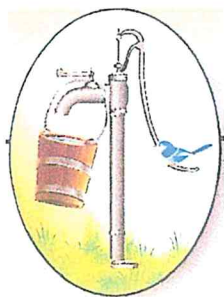
QTY	DESCRIPTION	AMOUNT
1	50 HP PENTEK SUB MOTOR	5,202.00
1	6" WOLF SUB PUMP END	2,864.00
300'	4/3 SUB WIRE WITH TWO SPLICE KITS	<u>1,410.00</u>
	TOTAL FOR THE ABOVE MATERIAL...	9,476.00
	8-1/4% SALES TAX	<u>781.77</u>
		10,257.77
	DELIVERY FEE TO CITY OF PORTERVILLE FACILITY	<u>357.00</u>
	GRAND TOTAL	10,614.77

NOTE: THE CITY OF PORTERVILLE TO UNLOAD ALL
MATERIAL UPON DELIVERY TO CUSTOMER'S YARD.

NOTE: THE EXISTING PREFERRED PUMP IS OBSOLETE AND
SUBSTITUTED WITH THE INCLUDED WOLF PUMP.

QUOTED BY: GERRIT OTTEN

139 North Cain Street
Visalia, California 93292
(559) 622-0622
1-855-6CARVER
CALIFORNIA CONTRACTOR'S
LICENSE - C61 D21 #547257



GOOD FOR 30 DAYS

Customer

CITY OF PORTERVILLE

Telephone

DESCRIPTION	AMOUNT
50HP 460V SUBMERSIBLE MOTOR	\$5,326.11
50HP 450 GPM PUMP END	\$3,646.08
300' #4 SUB CABLE	\$1,665.00
SALES TAX	\$930.75
TOTAL	\$11,567.94

Acceptance of this proposal is an agreement by the customer to pay in full for all services within 30 days of the date invoiced. Carver pump will charge, and customer agrees to pay, finance charges of 2 percent per month on the unpaid balance.

CUSTOMER

Purchaser

Tommy Fitzgerald

Approved by

Address

Valley Pump & Dairy Systems

2280 S."K" Street Tulare CA. 93274
Tel. 559.686.2000 Fax# 559.686.4180

Quote

Customer: City of Porterville -

Description: Supply a 50 hp Submersible pump, motor, and 500' wire.

Need by:

Amount	Description	Each	Cost
1	50 hp 480v Submersible motor		\$6,950.00
1	7t 500 5 Stg. Pump End		\$3,445.00
300	4/3 F/J Submersible cable	\$6.25	\$1,875.00
2	#4 Heat Shrink Splice Kit	\$ 23.00	\$46

Sub Total	\$12,316.00
Tax 8.5%	1,046.86
Labor	\$0
Total	\$13,362.86

Presented By: Nick Wilson

This Quote is good for 15 Days

Accepted By
Company:



CITY COUNCIL AGENDA – APRIL 20, 2021

SUBJECT: Authorization to Finalize Draft Transfer Agreement with the County of Tulare for a Municipal Well, Water Conveyance Facilities and Appurtenance

SOURCE: Public Works

COMMENT: On June 20, 2016, City staff received the draft 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 Services (CalOES), State Water Resources Control Board (SWRCB), County of Tulare, and City of Porterville. The MOU served as a preliminary agreement towards emergency and long-term solutions to the lack of adequate household water supply for the residents of East Porterville and the E. Vandalia Avenue area. Staff found the draft MOU to be consistent with the emergency and long-term projects. City Council's approval on June 21, 2016, of the MOU enabled the State to proceed with the permanent connections in the East Porterville area serving residents with dry wells located adjacent to existing City water mains.

In an effort address capacity, and expedite service connection, CalOES coordinated funding for the development City Well 33 (C1), and its connection to the City's water system, contingent that 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. The County Board of Supervisors awarded the contract for equipping and connecting the new well at its meeting of Tuesday, August 16, 2016, and construction activities commenced the week of October 10, 2016. Well construction was completed, operational and connected to the City's water distribution as of Friday, February 17, 2017.

Projects of this nature constructed under declaration of local emergency in coordination with State and County of Tulare's control, stipulates that initial ownership be the State and/or County, upon completion of the project is the need to transfer ownership of the related infrastructure to the agency designated with the maintenance and operation responsibilities. As in the case of this project, the City of Porterville is the preferred operations and maintenance agency once the project was complete. A transfer of ownership and formal acceptance of the project by City Council, which simply defines that the project was constructed in accordance to City Standards and is ready for Transfer of Ownership, is a requirement by agreement.

The County of Tulare has prepared the attached transfer agreement, which has

been approved by both parties legal counsel, and is hereby presented for execution.

RECOMMENDATION: That City Council:
Authorize the Mayor to execute the County of Tulare, City of Porterville Transfer Agreement for a Municipal Well, Water Conveyance Facilities and Appurtenances associated with the East Porterville Water Supply Project.

ATTACHMENTS:

1. The County of Tulare and the City of Porterville Transfer Agreement of a Municipal Well, Water Conveyance Facilities, and Appurtenances
2. Attachment A1 - United States Department of Agriculture Agreement
3. Attachment A2 - Water Board Agreement and Amendment
4. Attachment A3 - Department of Water Resources Agreement
5. Attachment B - City of Porterville Grant Deed
6. Tulare County - City of Porterville Well Agreement

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

**AGREEMENT BETWEEN THE COUNTY OF TULARE AND THE CITY OF
PORTERVILLE FOR THE TRANSFER OF A MUNICIPAL WELL AND WATER
CONVEYANCE FACILITIES AND APPURTENANCES AND THE OPERATIONS AND
MAINTENANCE THEROF**

THIS AGREEMENT (this “Agreement”), is entered into as of _____, 2020 by and between the COUNTY OF TULARE (“County”), and the CITY OF PORTERVILLE (“City”), with reference to the following:

WHEREAS,

A. Properties in the East Porterville area, also known as Doyle Colony, within the County's jurisdiction and within the City's Urban Development Boundary were experiencing serious water shortages due to the historical drought conditions occurring throughout California between 2011 and 2019; and

B. County, City, and other state and federal agencies undertook a project (the “Project”) to design and construct a municipal well (the “Well”), water distribution pipes, service connections, and other appurtenances as required (collectively the “Facilities”) to *inter alia* provide water to East Porterville; and

C. As part of the Project, County constructed some of the Facilities, including the Well, on a parcel known as APN 240-120-017¹ located at the southeast corner of the Tule River and Olive Avenue (Avenue 152) (the “Parcel”), represented in Exhibit 'C'; and

D. The Facilities were connected to the City’s water system, which in turn provides water to the residents of East Porterville and the City has begun to operate and maintain the Facilities; and

E. Now that the Project is complete, the County and the City both find it to be in the public interest that the City own the Parcel and the Facilities and the County transfer ownership thereof to the City; and

F. As part of the Project, City and County entered into an agreement (Tulare County Agreement No. 27596), which included certain conditions under which the City would provide water to the East Porterville area; and

G. County and City agreed as part of Tulare County Agreement No. 27596 that the County would transfer the Parcel including any existing infrastructure located thereon to City by Grant Deed at a cost of \$1 upon formal acceptance of the Project; and

¹ APN as of February 13, 2020.

H. County entered into several agreements (collectively the “Funding Agreements”) with the United States Department of Agriculture, Rural Development (“USDA”), attached hereto as Attachment A1, the California State Water Resources Control Board (“State Water Board”), attached hereto as Attachment A2, and the California Department of Water Resources (“DWR”), attached hereto as Attachment A3, (collectively the “Funding Agencies”) to receive grant funding (the “Grant Funds”) for the Project; and

I. The several agreements, as amended, between the County and the Funding Agencies include various stipulations and requirements related to the use of the Grant Funding, including *inter alia* that which affects the use and alienation of the Parcel and the Facilities; and

J. Under Tulare County Agreement No. 27596, the Facilities are 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, as defined by City Resolutions 74-2014 and 19-2016; and

K. Government Code Section 25365(a) allows, *inter alia*, a county to grant any real property of the county to any city within the county upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be granted and conveyed or quitclaimed is not required for county use; and

L. County does not require the Facilities or the portion of the Parcel for County use after the completion of the Project and in accordance with the terms and conditions of this Agreement.

ACCORDINGLY, IT IS AGREED:

1. PRIOR AGREEMENT. The terms of Tulare County Agreement No. 27596 between the County and the City shall remain in full force and effect unless specifically modified by this Agreement. This Agreement is intended to effect the conveyance of the Facilities, the Parcel, and any other property or appurtenances as contemplated generally by Tulare County Agreement No. 27596 or specifically by Provision 3.D of Tulare County Agreement No. 27596.

2. TERM. This Agreement shall become effective as of the date this Agreement is fully executed by both the County and the City. This Agreement shall remain in effect for the useful life of the Facilities unless otherwise provided. For the purpose of this Agreement, “useful life” means the period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented. The “useful life” of any constructed portions of this

Project begins upon completion of construction and continues for at minimum fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else.

3. GRANT OF REAL PROPERTY. After the completion of the Project, County shall grant for the cost of \$1 to City legal title to the Parcel excepting the North 80 feet thereof and the Facilities (together the “Real Property”) by grant deed, which shall be substantially similar to the draft attached hereto as Attachment B. The North 80 feet of the Parcel are being retained by the County to allow for the future widening of Olive Avenue (Avenue 152) and/or the nearby Avenue 152 Bridge over Tule River.

4. ACCEPTANCE OF REAL PROPERTY. City agrees and consents to accept the grant deed from County as discussed in Paragraph 3 of this Agreement. City hereby authorizes the City’s Mayor to execute a certificate of acceptance in compliance with Government Code Sec. 27281. City further agrees to record the signed deed with the certificate of acceptance attached at the Office of the Tulare County Clerk-Recorder within sixty (60) days of receipt. If City has not recorded the deed within sixty (60) days of their receipt, City thereby authorizes County to record the deed on City’s behalf. County then shall provide City a copy of the deed with the recording information within two weeks of recording the deed.

5. EQUIPMENT. City shall use all equipment transferred to City under this Agreement for the remaining design life of each item of equipment. When no longer needed for the original Project, City shall alert the Funding Agencies and seek instructions regarding other uses and disposition options for the well and water system equipment. For this provision, equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit and acquired in whole or in part with funds under the Funding Agreements. For the purpose of this Agreement, “design life” means the period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented.

6. CHANGE OR TRANSFER OF OWNERSHIP. Prior to changing or transferring ownership or operation of any portion of the Facilities or the Parcel or assigning any portion of this Agreement, City shall obtain written approval from each of the Funding Agencies.

7. AGREEMENT BINDING. This Agreement shall be binding upon and inure to the benefit of heirs, successors and assigns of the parties hereto.

8. OPERATIONS AND MAINTENANCE. City shall manage, operate, and maintain the water system serving the community of East Porterville, including the Facilities if they are less than the whole of the water system, continuously in an efficient and economical manner.

9. NON-DISCRIMINATION. City shall make the services of the Project available within its capacity to all persons in City's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service.

10. RATES AND EXPENSES. Subject to applicable laws, City may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory. Subject to applicable laws, City shall adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

11. EXPANSION. City shall expand its water system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

12. OPERATING COSTS. City assumes all operations and maintenance costs of the facilities and structures; neither the County nor the Funding Agencies shall be liable for any cost of such maintenance, management, or operation, except as agreed upon by separately executed and unanticipated future agreements. The provisions of this section shall survive the term of this Agreement.

13. REPORTS & INSPECTION. City shall provide the Funding Agencies and County with such periodic reports as they may require and permit periodic inspection of its operations by representatives of the Funding Agencies and County.

14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. City shall be responsible for obtaining any and all permits, licenses, and approvals required to manage, operate, and maintain the water system serving the community of East Porterville, including the Facilities if less than the whole of the water system.

15. ACCEPTANCE OF FUNDING AGREEMENTS. Notwithstanding anything to the contrary in this Agreement or in Tulare County Agreement No. 27596, City shall assume and be held to the same goals, milestones, performance measurements, laws, regulations, rules, and requirements as entered into by County under the Funding Agreements.

16. INDEMNIFICATION. To the extent permitted by law, City agrees to indemnify, defend, and hold harmless the Funding Agencies, the State, the County, and their respective agents, officers, and employees from and against any loss or liability arising out of any claim or action brought against the Funding Agencies, the State, and/or the County from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with the carrying out of any of the transactions contemplated by this Agreement or any related document; any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code§ 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by City for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, City agrees to pay and discharge any judgment or award entered or made against the Funding Agencies, the State, and/or the County with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.

17. OVERSIGHT. No authorization, oversight, input, or requirement other than the authority granted by this Agreement shall be necessary from County, other than that which is otherwise required by law or this Agreement.

18. EXHIBITS, RECITALS, AND REFERENCED AGREEMENTS. The recitals and exhibits to this Agreement as well as the other agreements explicitly referenced herein are fully incorporated into and are integral parts of this Agreement.

19. ENTIRE AGREEMENT REPRESENTED. 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 except for those other agreements explicitly referenced herein. No part of this Agreement may be modified without the written consent of all parties.

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

21. JURISDICTION/VENUE. This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any litigation arising out of this Agreement must be brought in Tulare County, California. City waives the removal provisions of California code of Civil Procedure Section 394.

22. CONSTRUCTION. This Agreement reflects the contributions of all parties and accordingly the provisions of Civil Code Section 1654 will not apply to address and interpret any uncertainty.

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

24. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to either party is lost, this Agreement may be terminated at the option of the affected party. In all other cases the remainder of this Agreement will continue in full force and effect.

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

26. CONFLICT OF INTEREST. County and City are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in this Agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411, for state conflict of interest requirements.

27. WATER CONSERVATION AND EFFICIENCY PROGRAMS. City acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of the grant award. A web link with examples of water conservation and

efficiency programs is available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml.

28. WATER RIGHTS: City certifies that it is in compliance with part 5.1 of division 2 of the Water Code and, if applicable, that it has filed and will continue to file its required Statements of Diversion and Use with the State Water Board in accordance with sections 5101 and 5103 of the Water Code.

29. AS-BUILT PLANS. County will provide City with a hardcopy and a digital copy in the PDF format on a flash drive of all as-built plans prepared as part of this project. City shall register the Project with the relevant underground utility regional notification center.

30. UTILITY TRANSFER. City shall switch utility services with Southern California Edison for all expenses associated with operating the Facilities. City shall cover any past electrical bills received by the County for the operation of the Facilities.

31. FLOOD FACILITY OPERATIONS. There is equipment and facilities located on or touching the Parcel which are used for flood control purposes (the “Flood Control Facilities”) and owned by the County or by the Tulare County Flood Control District, a dependent special district of the County, and operated by the County. County intends to and hereby transfers these facilities to City as part of this Agreement. City shall be responsible for operating and maintaining the Flood Control Facilities, including serving the tributary area currently served by same in perpetuity until such time as the Flood Control Facilities and tributary area are annexed or otherwise included in the City’s boundary. If necessary, the City and/or County shall enter into a separate agreement with the Tulare County Flood Control District to effect this provision.

32. OTHER NON-DISCRIMINATION. During the performance of this Agreement, City and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, religion, color, national origin, ancestry, religious creed, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, or denial of family-care leave. City and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. City and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing commission implementing Government Code Section 12990 (a-f), set

forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.

City and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. City shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work at this Project.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

COUNTY OF TULARE

By _____
Chairman, Board of Supervisors

ATTEST: _____,
County Administrative Officer/
Clerk of the Board of Supervisors

By _____
Deputy Clerk

CITY OF PORTERVILLE

By _____
Mayor

Approved as to Form
County Counsel

By _____
Deputy

Attachment A1

USDA Funding Agreement

Attachment A2

Water Board Funding

Agreement and Amendment

Attachment A3

DWR Funding Agreement

Attachment B

Grant Deed

Water and Waste System Grant Agreement**United States Department of Agriculture****Rural Utilities Service**

12-1-2016 JMB
THIS AGREEMENT dated 8/10/2015, between

TULARE, CO OF
a public corporation organized and operating under

Article 11, Section 1 of the Constitution of the State of California
(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 0.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 2,729,272.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 2,729,272.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 500,000.00 or 15.48 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 15.48 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

TULARE COUNTY AGREEMENT NO. 27225

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated 06/30/2015, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

All that portion of the East half of the Northwest quarter of Section 32, Township 21 South, Range 27 East, Mount Diablo Base and Meridian situated Easterly of the East of the Tule River.

All of the above described is situated outside of any incorporated area of Tulare County.

Municipal well, pump, motor, chlorination equipment, SCADA

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

N/A

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 500,000.00 which it will advance to Grantee to meet not to exceed 15.48 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

J. Allen Anthony
attested and its corporate seal affixed by its duly authorized

Attest:

Denise A. Ybarra

By Denise A. Ybarra

(Title) Deputy Clerk

By _____

(Title) _____

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By Lisa M. Butler

LISA M. BUTLER (Title)
COMMUNITY PROGRAMS SPECIALIST

**CLEANUP AND ABATEMENT ACCOUNT
GRANT AGREEMENT
BETWEEN THE
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"
AND**

COUNTY OF TULARE, hereinafter called "Grantee"

**INSTALLATION OF A NEW WELL AND ASSOCIATED INFRASTRUCTURE FOR EAST
PORTERVILLE,
hereinafter called "Project"**

AGREEMENT NO. D15-11-902 [C/A 902]

WHEREAS:

1. The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

Water Code, § 13440 et seq.

2. The Grantee has applied for funding from the State Water Pollution Cleanup and Abatement Account (CAA) and has been determined by the State Water Board to be eligible for funding pursuant to California Water Code, Division 7, Chapter 6, Article 3, Section 13440 et seq. This funding shall be used to clean up a waste, abate the effects of a waste on waters of the state, or address an urgent drinking water need. The Grantee may obtain funding for reasonable and necessary Project costs incurred on or after July 6, 2015, with all work to be completed by June 30, 2016; and

- A. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Agreement will be:

State Water Board, Division of Financial Assistance	Grantee: County of Tulare
Name: James Maughan, Grant Manager	Name: Michael Spata, Project Director
Address: 1001 "I" Street, 16th Floor	Address: 5961 S. Mooney Blvd.
City, Zip: Sacramento, CA 95814	City, Zip: Visalia, CA 93277
Phone: (916) 341-5694	Phone: (559) 624-7000
Fax:	Fax: (559) 730-2653
e-mail: james.maughan@waterboards.ca.gov	e-mail: mspata@co.tulare.ca.us

- B. Direct all inquiries to:

State Water Board, Division of Financial Assistance	Grantee: County of Tulare
Attention: Patty Eid, Program Analyst	Name: Eric Coyne, Project Manager
Address: 1001 "I" Street, 17th Floor	Address: 5961 S. Mooney Blvd.
City, Zip: Sacramento, CA 95814	City, Zip: Visalia, CA 93277
Phone: (916) 341-5724	Phone: (559) 624-7187
Fax: (916) 341-5296	Fax:
e-mail: patty.eid@waterboards.ca.gov	e-mail: ecoyne@co.tulare.ca.us
State Water Board, Division of Drinking Water	
Name: Chad Fischer, Grant Technical Contact	
Address: 265 West Bullard Avenue, Ste. 101	
City, Zip: Fresno, CA 93704	
Phone: (559) 447-3300	
Fax:	
e-mail: chad.fischer@waterboards.ca.gov	

The Grant Technical Contact will review and approve all technical work and technical work products and be the contact for technical matters.

The Program Analyst will review and approve non-technical work products and be the contact for grant administrative matters.

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes should not require an amendment to this Grant agreement.
- D. The maximum amount payable under this agreement shall not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).
- E. In the event the Grantee receives or will receive funds from other sources for work completed under this Grant Agreement, the State Water Board reserves the right to request repayment of funds.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

Exhibit A SCOPE OF WORK

Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

Exhibit C GENERAL CONDITIONS

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By:


Grantee Signature

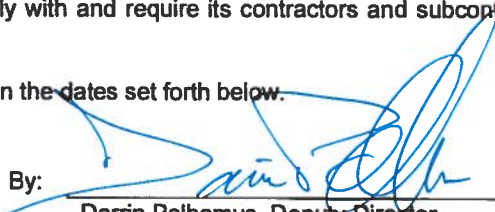
MIKE ENNIS

Grantee Typed/Printed Name

CHAIRMAN, BOARD OF SUPERVISORS, 1/11/16

Title and Date

By:


Darin Polhemus, Deputy Director
State Water Resources Control Board,
Division of Financial Assistance

Date

1/21/2016

Reviewed by: 
Office of Chief Counsel
Date: 12/17/15

APPROVED AS TO FORM:

COUNTY COUNSEL

BY:


DEPUTY 20151902

1/5/16

EXHIBIT A
SCOPE OF WORK

BACKGROUND:

The Project will build a new well and the necessary infrastructure that will serve as a safe supply of fresh drinking water that will be used to supply household tanks placed in qualified low income home sites in the disadvantaged community of East Porterville. The Project is estimated to provide sufficient water supply for approximately 1,500 people. The Project is co-funded by the Department of Water Resources (DWR) and U.S. Department of Agriculture (USDA) to address the immediate water supply needs of residents of East Porterville who are severely impacted by the drought. The Project is also anticipated to provide a long-term water source that is intended to facilitate permanent drinking water solutions for the East Porterville community and the City of Porterville.

The funding from the Cleanup and Abatement Account will be used for work related to equipping the new well and constructing the necessary infrastructure that will allow the safe operation of the well. The infrastructure includes pumps, pressure tanks, chlorination system, a water filling station for supplying hauled water, and other essential equipment and electrical connections. At a later time, this well and infrastructure may be modified so as to connect to a water system.

A. WORK TO BE PERFORMED BY GRANTEE

The project to be performed shall include the following:

1. Submit final plans and specifications for the new well and associated infrastructure to the State Water Board Division of Drinking Water Tulare District Office (Tulare District Office) for review and approval prior to bid advertisement.
2. Submit final well permit and domestic water supply permit for the addition of a new groundwater source to the Tulare District Office. Water from the new source shall not be delivered until receipt of a domestic water supply permit amendment from the Tulare District Office.
3. Perform water quality sampling and submit results to Tulare District Office along with the final well casing design for review and approval.
4. Conduct bid process for the well equipping and infrastructure work. Submit bid documentation to the Tulare District Office.
5. Notify stakeholders of the installation of the new well and associated infrastructure and submit proof to Tulare District Office.
6. Notify the Tulare District Office two weeks prior to beginning construction of the new well and installation of equipment.
7. Construct the well and associated infrastructures. Arrange an inspection of all project components by the Tulare District Office and obtain District Office approval before the facilities are put into service.
8. Prior to changing or transferring ownership or operation of the Project, or assigning any portion of this Grant Agreement, Grantee must obtain written approval from the Deputy Director of the State Water Board's Division of Financial Assistance. The Deputy Director's approval may be subject to additional conditions and may require the Grantee and/or any subsequent assignee to enter into a new or amended agreement with the State Water Board. (See also Exhibit C, especially sections 3 and 7.)

TABLE OF ITEMS FOR REVIEW

Item	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	WORK TO BE PERFORMED BY GRANTEE		
1.	Final plans and specifications for the new well and associated infrastructure.		Final Well Plans: June 19, 2015 Final Infrastructure Plans September 30, 2015
2.	Permits for the new well, including a drinking water permit amendment application.		August 30, 2015
3	Water Quality Sampling Results and Final Well Casing Design		September 30, 2015
4.	Bid documentation for Well equipping and Infrastructure Work		November 30, 2015
5.	Proof of Stakeholder Notification		December 31, 2015
6.	Notification of construction		Well Drilling: August 15, 2015 Well Equipping: December 31, 2015
7.	Inspection approval letter from District Office		February 28, 2016
EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	INVOICE PACKAGES		
1.	Invoices		Quarterly
E.	REPORTS		
1.	Progress Reports with DWR and USDA update		Quarterly
2.	Draft Project Report	March 31, 2016	
3.	Final Project Report	June 30, 2016	

EXHIBIT B
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICE PACKAGES

1. No disbursement under this Grant Agreement will be made except upon receipt of an acceptable Standard Form Payment Request duly executed by or on behalf of the Grantee. The Grantee's duly authorized representative, who has been approved by the State Water Board, must execute all Payment Request forms. A Payment Request form must accompany all invoice packages. The original invoice packages shall be submitted to the State Water Board's Program Analyst and Grant Manager on a quarterly basis consistent with the reporting schedule in Line E (1) of this exhibit. The address for submittal is:

Patty Eid, Program Analyst
State Water Resources Control Board
Division of Financial Assistance
P. O. Box 944212
Sacramento, CA 94244-2120
2. Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by the State Water Board that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Program Analyst will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the State Water Board's Grant Manager.
3. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
4. Grantee shall provide proof of payment to the consultant or contractor for each invoice submitted for payment under this Grant. If the grantee is not able to demonstrate proof of payment, the State Water Board, at its discretion, may issue two-party checks for the payment of costs identified in Exhibit B, Budget. The two-party checks will require the endorsement of both Grantee and the company providing the services.
5. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain ten percent (10%) of the grant amount specified in this Agreement until "Notice of Completion/Final Inspection" from local regulatory agency of the Project is received.
6. The invoice shall contain the following information:
 - a. The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);
 - b. The date of the invoice and the time period covered by the invoice, i.e., the term "from" and "to";
 - c. Printed name of the consultant or contractor;
 - d. Business address of the consultant or contractor, including P.O. Box, City, State, and Zip Code;
 - e. Printed name of the Grantee;
 - f. The number of the Agreement upon which the invoice is based;
 - g. The site address (location) where the work was performed.

- h. All subcontractor(s) invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the consultant/contractors invoice. All subcontractor(s) must have current and active professional licenses, as applicable.
 - i. Original signature and date (in ink) of Grantee or its authorized representative.
 - j. An itemized account of the work for which the Grantee is seeking payment:
 - A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;
 - The method of computing the amount due. On cost reimbursable agreements, invoices must be itemized based on the tasks specified in the Budget.
 - The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this Agreement; and
7. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN JULY 31, 2016.
8. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

B. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement for the 2015-16 fiscal year ending June 30, 2016 shall not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

C. LINE ITEM BUDGET

CONSTRUCTION	\$500,000
TOTAL	\$500,000

D. BUDGET LINE ITEM FLEXIBILITY

1. Line Item Adjustment(s). Subject to the prior review and approval of the State Water Board's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the Line

Item Budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Grantee in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.

2. **Procedure to Request an Adjustment.** Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
3. **Remaining Balance.** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the Project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

E. REPORTS

1. **PROGRESS REPORT.** Grantee shall submit quarterly progress reports to the State Water Board's Grant Manager by the twentieth (20th) of the month following the end of the calendar quarter (March, June, September, and December).
 - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports. The progress reports shall also provide a description of work that was paid by DWR and USDA during the quarter.
 - b. The invoice should accompany the progress report. The invoice should reflect charges for the work completed during the reporting period covered by progress report. The invoice cannot be paid prior to submission of a progress report covering the invoice reporting period.
2. **DRAFT PROJECT REPORT.** Prepare and submit to the Grant Manager a draft Project Report for review and comment.
3. **FINAL PROJECT REPORT.** Prepare a final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft final Project Report. Submit one (1) reproducible master, and an electronic copy of the final.
4. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State Water Board.

F. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

G. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

H. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§1572-1573; Pen. Code, §§470, 489-490.)

EXHIBIT C
THE STATE WATER BOARD GENERAL CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
3. **ASSIGNMENT:** The Grantee may assign its rights and responsibilities under this Grant Agreement, either in whole or in part, with the prior written consent of the Deputy Director of the State Water Board's Division of Financial Assistance. The Deputy Director's approval of assignment may be subject to additional conditions and may require the Grantee and/or any subsequent assignee to enter into a new or amended agreement with the State Water Board.
4. **AUDIT:** Grantee agrees that the State Water Board, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the use of grant funds or performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
5. **CHILD SUPPORT COMPLIANCE ACT:** Grantee acknowledges that it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
6. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. This includes, but is not limited to, compliance with any applicable requirements contained in directives or orders issued pursuant to Division 7 of the Water Code.
7. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT:** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division of Financial Assistance. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division of Financial Assistance, including a condition requiring repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due. The provisions of this section shall survive the term of this Agreement.
8. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
9. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

10. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
11. **DISPUTES:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Grantee shall submit to the Deputy Director of the DFA a written demand for a final decision. The decision of the Division, or his or her authorized representative, shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days of the date of the Division decision, the State Water Board's Executive Director receives a written appeal. The Grantee's written appeal shall be fully supported by any factual information Grantee desires to be considered in the decision. The Executive Director's decision shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
12. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (commencing with Section 8350 of the Government Code) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace,
 - 2) the organization's policy of maintaining a drug-free workplace,
 - 3) any available counseling, rehabilitation, and employee assistance programs, and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed project will:
 - 1) receive a copy of the organization's drug-free workplace policy statement, and
 - 2) agree to abide by the terms of the statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments or termination of the grant or both, and Grantee may be ineligible for award of any future state grants if it is determined that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above.
13. **DROUGHT EMERGENCY WATER CONSERVATION:** The Grantee agrees to comply with the State Water Board's Drought Emergency Water Conservation regulations in Article 22.5 of Chapter 2 of Division 3 of Title 23 of the California Code of Regulations. The Grantee agrees to include a discussion of progress and compliance in reports submitted pursuant to this Agreement.
14. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
15. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

16. **GRANT MODIFICATIONS:** The State Water Board may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification", make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification", submit to the State Water Board a written statement setting forth the disagreement with the change.
17. **GRANTEE'S RESPONSIBILITIES FOR WORK:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
18. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
19. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.
20. **INSPECTION:** Throughout the useful life of the Project, the State Water Board shall have the right to inspect the project area to ascertain compliance with this Agreement. The provisions of this section shall survive the term of this Agreement.
21. **INSURANCE:** Throughout the useful life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty days' prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens. The provisions of this section shall survive the term of this Agreement.
22. **NONDISCRIMINATION:** During the performance of this Project, the Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, religion, color, national origin, ancestry, religious creed, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, or denial of family-care leave. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.

Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work at this Project.

23. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
24. **NOTICE:** The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the State Water Board's representatives. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.
25. **OPERATIONS & MAINTENANCE:** The Grantee shall maintain and operate the facility and structures constructed or improved as part of the project throughout the useful life of the Project, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation. The provisions of this section shall survive the term of this Agreement.
26. **PAYEE DATA RECORD FORM (Std. 204).** The Grantee must complete the Payee Data Record Form.
27. **PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT:** The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35; Gov. Code § 4477.) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or grantee;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
28. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code are being met.
29. **RELATED LITIGATION:** Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water

Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.

30. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.
31. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
32. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
33. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
34. **URBAN WATER MANAGEMENT:** The Grantee certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.
35. **USEFUL LIFE OF PROJECT:** For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else.

36. **WATER CONSERVATION AND EFFICIENCY PROGRAMS:** The Grantee acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of the grant award. A web link with examples of water conservation and efficiency programs is available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml.
37. **WATER RIGHTS:** The Grantee certifies that it is in compliance with part 5.1 of division 2 of the Water Code and, if applicable, that it has filed and will continue to file its required Statements of Diversion and Use with the State Water Board in accordance with sections 5101 and 5103 of the Water Code.
38. **WITHHOLDING OF GRANT DISBURSEMENTS:** The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

CLEANUP AND ABATEMENT ACCOUNT
GRANT AGREEMENT
BETWEEN THE
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"
AND

COUNTY OF TULARE, hereinafter called "Grantee"

INSTALLATION OF A NEW WELL AND ASSOCIATED INFRASTRUCTURE FOR EAST
PORTERVILLE,
hereinafter called "Project"

AGREEMENT NO. D15-11-902-1 [C/A 902]

This Grant Agreement executed on January 21, 2016, is hereby amended as of June 8, 2016, to revise the work completion and term end dates; and Exhibit A and B (deletions show as stricken and revisions in bold and underlined). Except as noted herein all other terms and conditions shall remain the same.

WHEREAS:

- The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

Water Code, § 13440 et seq.

- The Grantee has applied for funding from the State Water Pollution Cleanup and Abatement Account (CAA) and has been determined by the State Water Board to be eligible for funding pursuant to California Water Code, Division 7, Chapter 6, Article 3, Section 13440 et seq. This funding shall be used to clean up a waste, abate the effects of a waste on waters of the state, or address an urgent drinking water need. The Grantee may obtain funding for reasonable and necessary Project costs incurred on or after July 6, 2015, with all work to be completed by ~~June 30, 2016~~ **March 31, 2018**; and

- PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Agreement will be:

State Water Board, Division of Financial Assistance	Grantee: County of Tulare
Name: James Maughan, Grant Manager	Name: Michael Spata, Project Director
Address: 1001 "I" Street, 16th Floor	Address: 5961 S. Mooney Blvd.
City, Zip: Sacramento, CA 95814	City, Zip: Visalia, CA 93277
Phone: (916) 341-5694	Phone: (559) 624-7000 <u>636-5005</u>
Fax:	Fax: (559) 730-2653
e-mail: james.maughan@waterboards.ca.gov	e-mail: mspata@co.tulare.ca.us

- Direct all inquiries to:

State Water Board, Division of Financial Assistance	Grantee: County of Tulare
Attention: Patty Eid, Program Analyst	Name: Eric Coyne, Project Manager
Address: 1001 "I" Street, 17th Floor	Address: 5961 S. Mooney Blvd.
City, Zip: Sacramento, CA 95814	City, Zip: Visalia, CA 93277
Phone: (916) 341-5724	Phone: (559) 624-7187
Fax: (916) 341-5296	Fax:
e-mail: patty.eid@waterboards.ca.gov	e-mail: ecoyne@co.tulare.ca.us
State Water Board, Division of Drinking Water Financial Assistance	
Name: Chad Fischer <u>Kim Dinh</u> , Grant Technical Contact	
Address: 265 West Bullard Avenue, Ste. 101 <u>1001 I Street, 16th Floor</u>	

Phone:	(559) 447-3300 (916) 552-9127	
Fax:		
e-mail:	ehad.fischer Kim.Dinh@waterboards.ca.gov	

The Grant Technical Contact will review and approve all technical work and technical work products and be the contact for technical matters.

The Program Analyst will review and approve non-technical work products and be the contact for grant administrative matters.

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes should not require an amendment to this Grant agreement.
- D. The maximum amount payable under this agreement shall not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).
- E. In the event the Grantee receives or will receive funds from other sources for work completed under this Grant Agreement, the State Water Board reserves the right to request repayment of funds.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A SCOPE OF WORK
- Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS
- Exhibit C GENERAL CONDITIONS

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By:


Grantee Signature

MIKE ENNIS

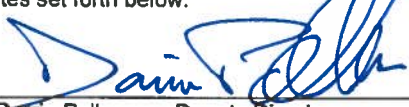
Grantee Typed/Printed Name

CHAIRMAN, BOARD OF SUPERVISORS

Title and Date

7/6/16

By:


Darin Polhemus, Deputy Director
State Water Resources Control Board,
Division of Financial Assistance

Date

7/19/2016

Reviewed by: 
Office of Chief Counsel

Date: 07/18/16

APPROVED AS TO FORM:

COUNTY COUNSEL

By: 
Deputy

#2015/902

EXHIBIT A
SCOPE OF WORK

BACKGROUND:

The Project will build a new well and the necessary infrastructure that will serve as a safe supply of fresh drinking water that will be used to supply household tanks placed in qualified low income home sites in the disadvantaged community of East Porterville. The Project is estimated to provide sufficient water supply for approximately 1,500 people. The Project is co-funded by the Department of Water Resources (DWR) and U.S. Department of Agriculture (USDA) to address the immediate water supply needs of residents of East Porterville who are severely impacted by the drought. The Project is also anticipated to provide a long-term water source that is intended to facilitate permanent drinking water solutions for the East Porterville community and the City of Porterville.

The funding from the Cleanup and Abatement Account will be used for work related to equipping the new well and constructing the necessary infrastructure that will allow the safe operation of the well. The infrastructure includes pumps, pressure tanks, chlorination system, a water filling station for supplying hauled water, and other essential equipment and electrical connections. At a later time, this well and infrastructure may be modified so as to connect to a water system.

A. WORK TO BE PERFORMED BY GRANTEE

The project to be performed shall include the following:

1. Submit final plans and specifications for the new well and associated infrastructure to the State Water Board Division of Drinking Water Tulare District Office (Tulare District Office) for review and approval prior to bid advertisement.
2. Submit final well permit and domestic water supply permit for the addition of a new groundwater source to the Tulare District Office. Water from the new source shall not be delivered until receipt of a domestic water supply permit amendment from the Tulare District Office.
3. Perform water quality sampling and submit results to Tulare District Office along with the final well casing design for review and approval.
4. Conduct bid process for the well equipping and infrastructure work. Submit bid documentation to the Tulare District Office.
5. Notify stakeholders of the installation of the new well and associated infrastructure and submit proof to Tulare District Office.
6. Notify the Tulare District Office two weeks prior to beginning construction of the new well and installation of equipment.
7. Construct the well and associated infrastructures. Arrange an inspection of all project components by the Tulare District Office and obtain District Office approval before the facilities are put into service.
8. Prior to changing or transferring ownership or operation of the Project, or assigning any portion of this Grant Agreement, Grantee must obtain written approval from the Deputy Director of the State Water Board's Division of Financial Assistance. The Deputy Director's approval may be subject to additional conditions and may require the Grantee and/or any subsequent assignee to enter into a new or amended agreement with the State Water Board. (See also Exhibit C, especially sections 3 and 7.)

TABLE OF ITEMS FOR REVIEW

Item	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	WORK TO BE PERFORMED BY GRANTEE		
1.	Final plans and specifications for the new well and associated infrastructure.		Final Well Plans: June 19, 2015 <u>Complete</u> Final Infrastructure Plan September 30, 2015 <u>Complete</u>
2.	Permits for the new well, including a drinking water permit amendment application.		August 30, 2015 <u>June 1, 2017</u>
3	Water Quality Sampling Results and Final Well Casing Design		September 30, 2015 <u>Complete</u>
4.	Bid documentation for Well equipping and Infrastructure Work		November 30, 2015 <u>Complete</u>
5.	Proof of Stakeholder Notification		December 31, 2015 <u>Complete</u>
6.	Notification of construction		Well Drilling: August 15, 2015 <u>Complete</u> Well Equipping: December 31, 2015 <u>December 1, 2016</u>
7.	Inspection approval letter from District Office		February 28, 2016 <u>September 1, 2017</u>
EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	INVOICE PACKAGES		
1.	Invoices		Quarterly
E.	REPORTS		
1.	Progress Reports with DWR and USDA update		Quarterly
2.	Draft Project Report	March 31, 2016 <u>January 31, 2018</u>	
3.	Final Project Report	June 30, 2016 <u>March 31, 2018</u>	

EXHIBIT B
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICE PACKAGES

1. No disbursement under this Grant Agreement will be made except upon receipt of an acceptable Standard Form Payment Request duly executed by or on behalf of the Grantee. The Grantee's duly authorized representative, who has been approved by the State Water Board, must execute all Payment Request forms. A Payment Request form must accompany all invoice packages. The original invoice packages shall be submitted to the State Water Board's Program Analyst and Grant Manager on a quarterly basis consistent with the reporting schedule in Line E (1) of this exhibit. The address for submittal is:

~~Patty Eid~~ Kim Dinh, Program Analyst
State Water Resources Control Board
Division of Financial Assistance
P. O. Box 944212
Sacramento, CA 94244-2120

2. Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by the State Water Board that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Program Analyst will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the State Water Board's Grant Manager.
3. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
4. Grantee shall provide proof of payment to the consultant or contractor for each invoice submitted for payment under this Grant. If the grantee is not able to demonstrate proof of payment, the State Water Board, at its discretion, may issue two-party checks for the payment of costs identified in Exhibit B, Budget. The two-party checks will require the endorsement of both Grantee and the company providing the services.
5. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain ten percent (10%) of the grant amount specified in this Agreement until "Notice of Completion/Final Inspection" from local regulatory agency of the Project is received.
6. The invoice shall contain the following information:
 - a. The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);
 - b. The date of the invoice and the time period covered by the invoice, i.e., the term "from" and "to";
 - c. Printed name of the consultant or contractor;
 - d. Business address of the consultant or contractor, including P.O. Box, City, State, and Zip Code;
 - e. Printed name of the Grantee;
 - f. The number of the Agreement upon which the invoice is based;
 - g. The site address (location) where the work was performed.

- h. All subcontractor(s) invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the consultant/contractors invoice. All subcontractor(s) must have current and active professional licenses, as applicable.
 - i. Original signature and date (in ink) of Grantee or its authorized representative.
 - j. An itemized account of the work for which the Grantee is seeking payment:
 - A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;
 - The method of computing the amount due. On cost reimbursable agreements, invoices must be itemized based on the tasks specified in the Budget.
 - The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this Agreement; and
7. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN ~~JULY 31, 2016~~ **April 30, 2018**.
8. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

B. BUDGET CONTINGENCY CLAUSE

The maximum amount to be encumbered under this Agreement for the 2015-16 fiscal year ending June 30, 2016 shall not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

C. LINE ITEM BUDGET

CONSTRUCTION	\$500,000
TOTAL	\$500,000

D. BUDGET LINE ITEM FLEXIBILITY

1. Line Item Adjustment(s). Subject to the prior review and approval of the State Water Board's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the Line

Item Budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Grantee in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.

2. Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
3. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the Project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

E. REPORTS

1. PROGRESS REPORT. Grantee shall submit quarterly progress reports to the State Water Board's Grant Manager by the twentieth (20th) of the month following the end of the calendar quarter (March, June, September, and December).
 - a. The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports. The progress reports shall also provide a description of work that was paid by DWR and USDA during the quarter.
 - b. The invoice should accompany the progress report. The invoice should reflect charges for the work completed during the reporting period covered by progress report. The invoice cannot be paid prior to submission of a progress report covering the invoice reporting period.
2. DRAFT PROJECT REPORT. Prepare and submit to the Grant Manager a draft Project Report for review and comment.
3. FINAL PROJECT REPORT. Prepare a final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft final Project Report. Submit one (1) reproducible master, and an electronic copy of the final.
4. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State Water Board.

F. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

G. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

H. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§1572-1573; Pen. Code, §§470, 489-490.)

EXHIBIT C
THE STATE WATER BOARD GENERAL CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
3. **ASSIGNMENT:** The Grantee may assign its rights and responsibilities under this Grant Agreement, either in whole or in part, with the prior written consent of the Deputy Director of the State Water Board's Division of Financial Assistance. The Deputy Director's approval of assignment may be subject to additional conditions and may require the Grantee and/or any subsequent assignee to enter into a new or amended agreement with the State Water Board.
4. **AUDIT:** Grantee agrees that the State Water Board, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the use of grant funds or performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
5. **CHILD SUPPORT COMPLIANCE ACT:** Grantee acknowledges that it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
6. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. This includes, but is not limited to, compliance with any applicable requirements contained in directives or orders issued pursuant to Division 7 of the Water Code.
7. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT:** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division of Financial Assistance. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division of Financial Assistance, including a condition requiring repayment of all grant funds or any portion of all remaining grant funds covered by this Agreement together with accrued interest and any penalty assessments which may be due. The provisions of this section shall survive the term of this Agreement.
8. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
9. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

10. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
11. **DISPUTES:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Grantee shall submit to the Deputy Director of the DFA a written demand for a final decision. The decision of the Division, or his or her authorized representative, shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days of the date of the Division decision, the State Water Board's Executive Director receives a written appeal. The Grantee's written appeal shall be fully supported by any factual information Grantee desires to be considered in the decision. The Executive Director's decision shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
12. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (commencing with Section 8350 of the Government Code) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace,
 - 2) the organization's policy of maintaining a drug-free workplace,
 - 3) any available counseling, rehabilitation, and employee assistance programs, and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed project will:
 - 1) receive a copy of the organization's drug-free workplace policy statement, and
 - 2) agree to abide by the terms of the statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments or termination of the grant or both, and Grantee may be ineligible for award of any future state grants if it is determined that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above.
13. **DROUGHT EMERGENCY WATER CONSERVATION:** The Grantee agrees to comply with the State Water Board's Drought Emergency Water Conservation regulations in Article 22.5 of Chapter 2 of Division 3 of Title 23 of the California Code of Regulations. The Grantee agrees to include a discussion of progress and compliance in reports submitted pursuant to this Agreement.
14. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
15. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

16. **GRANT MODIFICATIONS:** The State Water Board may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification", make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification", submit to the State Water Board a written statement setting forth the disagreement with the change.
17. **GRANTEE'S RESPONSIBILITIES FOR WORK:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
18. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
19. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.
20. **INSPECTION:** Throughout the useful life of the Project, the State Water Board shall have the right to inspect the project area to ascertain compliance with this Agreement. The provisions of this section shall survive the term of this Agreement.
21. **INSURANCE:** Throughout the useful life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty days' prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens. The provisions of this section shall survive the term of this Agreement.
22. **NONDISCRIMINATION:** During the performance of this Project, the Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, religion, color, national origin, ancestry, religious creed, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, or denial of family-care leave. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.

Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work at this Project.

23. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
24. **NOTICE:** The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the State Water Board's representatives. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.
25. **OPERATIONS & MAINTENANCE:** The Grantee shall maintain and operate the facility and structures constructed or improved as part of the project throughout the useful life of the Project, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation. The provisions of this section shall survive the term of this Agreement.
26. **PAYEE DATA RECORD FORM (Std. 204).** The Grantee must complete the Payee Data Record Form.
27. **PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT:** The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35; Gov. Code § 4477.) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or grantee;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
28. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code are being met.
29. **RELATED LITIGATION:** Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water

Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.

30. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.
31. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
32. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
33. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
34. **URBAN WATER MANAGEMENT:** The Grantee certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.
35. **USEFUL LIFE OF PROJECT:** For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else.

36. **WATER CONSERVATION AND EFFICIENCY PROGRAMS:** The Grantee acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of the grant award. A web link with examples of water conservation and efficiency programs is available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml.
37. **WATER RIGHTS:** The Grantee certifies that it is in compliance with part 5.1 of division 2 of the Water Code and, if applicable, that it has filed and will continue to file its required Statements of Diversion and Use with the State Water Board in accordance with sections 5101 and 5103 of the Water Code.
38. **WITHHOLDING OF GRANT DISBURSEMENTS:** The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
TULARE COUNTY
PORTERVILLE WATER WELL DRILLING
DROUGHT EMERGENCY RESPONSE PROGRAM SENATE BILL 852 (CHAPTER 25, STATUTES OF 2014)**

This grant agreement is entered into by and between the Department of Water Resources of the State of California, herein referred to as "DWR" and the "State", respectively, and Tulare County, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. DWR shall provide funds from the Budget Act of 2014 (Senate Bill 852, Chapter 25, statutes of 2014) to Grantee to assist in funding Porterville Water Well Drilling (the Project), a project associated with the Drought Emergency Response Program, hereinafter referred to as the "DERP".
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by DWR, and terminates on September 30, 2015, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date DWR signs this Grant Agreement, indicated on page 7.
3. TOTAL PROJECT COST. The reasonable Total Cost of the Project for this agreement is estimated to be \$1,200,000 (See Exhibit B).
4. GRANT AMOUNT. The maximum amount payable by DWR under this Grant Agreement shall not exceed \$1,200,000 (See Exhibit B).
5. GRANTEE'S RESPONSIBILITIES. Grantee and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for DERP financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Project in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Grant Agreement, and be responsible for the performance of the Project.
6. BASIC CONDITIONS. DWR shall have no obligation to disburse money under this Grant Agreement until Grantee has satisfied the following conditions (if applicable):
 - a) For the term of this Grant Agreement, Grantee submits timely Progress Reports as required by Paragraph 16 (Submission of Reports).
 - b) Grantee demonstrates to DWR that the Project is fully funded, and has submitted a resolution of its governing body authorizing the emergency funding and designating person(s) authorized to sign a Grant Agreement (See Exhibit I).
 - c) Prior to grant disbursement for construction or implementation activities, Grantee shall submit the following to the State for each project:
 - 1) Final plans and specifications certified by a California Registered Professional (Civil Engineer or Geologist, as appropriate) for the approved Project as listed in Exhibit A of this Grant Agreement.
 - 2) Environmental Documentation:
 - i) Grantee submits to the State all applicable environmental permits,
 - ii) Documents that satisfy the CEQA process are received by the State,
 - iii) State has completed its CEQA compliance review as a Responsible Agency, and Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal,
 - iv) State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the

TULARE COUNTY AGREEMENT NO. 27119

environmental documents and decide whether to continue to fund the Project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, and mitigation monitoring programs as may be required prior to beginning construction/implementation.

7. DISBURSEMENT OF FUNDS. DWR will disburse to Grantee through normal State processes the amount approved, subject to the availability of funds. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or State laws, rules, or regulations, or which may require any rebates to the federal government, or pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Grant Agreement, and any and all interest earned by Grantee on such money, shall be used solely to pay Eligible Project Costs, as defined in Paragraph 8.
8. ELIGIBLE PROJECT COSTS. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, project construction, and operation and maintenance. Reasonable administrative expenses may be included as Eligible Project Costs and will depend on the complexity of the Project preparation, planning, coordination, construction, acquisitions, and implementation. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the Project including the portion of overhead and administrative expenses that are directly related to the Project included in this Grant Agreement in accordance with the standard accounting practices of the Grantee. Work performed on the Project after May 6, 2015 shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- a) Costs incurred prior to Grant Agreement date.
 - b) Purchase of equipment that is not an integral part of the Project.
 - c) Establishing a reserve fund.
 - d) Monitoring and assessment costs for efforts required after Project construction is complete.
 - e) Replacement of existing funding sources for ongoing programs.
 - f) Travel and per diem costs (per diem includes subsistence and other related costs).
 - g) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement) subject to State's discretion in light of critically dry year conditions.
 - h) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies.
 - i) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e., Funding Match).
 - j) Overhead not directly related to Project costs.
9. METHOD OF PAYMENT. Grantee shall submit a copy of invoice for costs incurred and supporting documentation to the DWR Project Manager. Additionally, the original invoice form with signature and date (in ink) of Grantee's Project Representative, as indicated on page 6 of this Grant Agreement, must be sent to the DWR Project Manager for approval. Invoices shall include the following information:
- a) Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of a project.
- c) Invoices shall be submitted to DWR and shall meet the following format requirements: (See Exhibit G, Sample Invoice).
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages must identify the base hourly rates and explain any associated allocation of costs. Consultant and contractor fees/rates should be documented with associated contact documents.
 - 3) Sufficient evidence (e.g., receipts, copies of checks, time sheets) as determined by the State, must be provided for all costs included in the invoice.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's Grant Amount, as depicted in Paragraph 4. Grantee payment verification for submitted invoice must be included in the invoice submittal.
 - 5) DWR Project Manager will notify Grantee, in a timely manner, when upon review of an Invoice the State determines that any portion or portions of the costs claimed are not eligible costs or are not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs. After the disbursement requirements in Paragraph 8 (Basic Conditions) are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice for costs incurred.
 - 6) Payment will be made according to the agreed upon payment schedule contained in Appendix C (Schedule). Payment will be made, in arrears, upon receipt of an invoice bearing the Grant Agreement number.

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If DWR determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to this paragraph (Paragraph 10), the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11 (Default Provisions). If DWR notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

11. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:

- a) Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
- b) Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
- c) Failure to operate or maintain the Project in accordance with this Grant Agreement.
- d) Failure to make any remittance required by this Grant Agreement.
- e) Failure to comply with Labor Compliance Program requirements (Paragraph 15).
- f) Failure to meet any of the requirements set forth in Paragraph 12 (Continuing Eligibility).

Should an event of default occur, DWR shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) working days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- i. Declare the funding be immediately repaid with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- ii. Terminate any obligation to make future payments to Grantee.
- iii. Terminate the Grant Agreement.
- iv. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State, including but not limited to; reasonable attorneys' fees, legal expenses, and costs.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirements to remain eligible to receive State funds:

- a) A Grantee that the State has identified as a monitoring entity of a high or medium priority groundwater basin must remain in compliance with the California Statewide Groundwater Elevation Monitoring Program, California Water Code (CWC) §§10927-10936.
- b) An agricultural water supplier must maintain compliance with CWC §10608.48.
- c) Grantees diverting surface water must maintain compliance with diversion reporting requirements, CWC §§5100-5107.
- d) Projects with potential groundwater impacts must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated November 2012.
- e) Grantee shall comply with all other applicable laws and regulations.

13. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall be responsible for observing and complying with any applicable federal, State, and local laws, rules, or regulations affecting any such work, specifically those including but not limited to; environmental, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to State.

14. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.

15. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements and Standard Condition D.28 in Exhibit D. Grantee must specifically comply with California Labor Code §1773.3 (Duty to notify the California Department of Industrial Relations when awarding a contract for a public works project). At the State's request, Grantee must promptly submit written evidence of Grantee's compliance with the Labor Compliance Program requirements.

16. SUBMISSION OF REPORTS. The submittal and approval by DWR of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and

grammar prior to submittal to State. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E.

- a) Progress Reports: Grantee shall submit progress reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. The reporting period shall not exceed one quarter in length. The progress reports shall be sent via e-mail to the State's Project Manager at the frequency specified in Exhibit C (Project Schedule). The progress reports shall provide a brief description of the work performed during the reporting period including: Grantee's activities, milestones achieved, any accomplishments, and any problems encountered in the performance of the work under this Grant Agreement.
- b) Project Completion Report: Grantee shall prepare and submit to State a separate Project Completion Report for the Project included in Exhibit A. Grantee shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of the completed Project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Standard Condition D.19 in Exhibit D. A DWR "Certification of Project Completion" form (Exhibit H) will be provided by the State.

17. OPERATION AND MAINTENANCE OF THE PROJECT. For the useful life of construction and implementation of the Project, as determined by the State; considering the extreme conditions of a critically dry year; and the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means the period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the Project in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 11 (Default Provisions).

18. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:

- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the work plan, schedule or term, and budget.
- b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
- c) Final inspection of the completed work on the Project by a California Registered Professional (Civil Engineer or Geologist, as appropriate), in accordance with Standard Condition D.19 in Exhibit D. Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

19. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

- a) By delivery in person
- b) By certified U.S. mail, return receipt requested, postage prepaid
- c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender
- d) By electronic means

Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses set forth in Paragraph 20. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
William Croyle, P.E.
Deputy Director
Statewide Emergency Preparedness and Security
1416 9th Street, 11th Floor
Sacramento, CA 95814
Phone: (916) 654-6136
Email: william.croyle@water.ca.gov

Direct all inquiries to the Project Manager:

Department of Water Resources
(TBD)

County of Tulare
Denise England
Water Resources Program Manager
2800 W. Burrell
Visalia, CA 93291
Phone: (559) 636-5005
Email: DNAkins@co.tulare.ca.us

Secondary Grantee contact

Either party may change its Project Representative or Project Manager upon written notice to the other party.

21. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan
Exhibit B – Budget
Exhibit C – Schedule
Exhibit D – Standard Conditions
Exhibit E – Report Formats and Requirements
Exhibit F – State Audit Document Requirements for Grantees
Exhibit G – Sample Invoice
Exhibit H – Certification of Project Completion
Exhibit I – Tulare County Resolution No. 2015-

DATE OF EXECUTION

Date of Execution of this Grant Agreement is the date of the latest in time execution by a party hereto.
IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

William Croyle, P.E.,
Deputy Director
Statewide Emergency Preparedness and Security

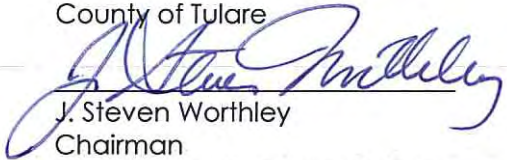
Date _____

Approved as to Legal Form and Sufficiency

Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date _____

County of Tulare


J. Steven Worthley
Chairman
County Board of Supervisors

Date 6/2/15

**APPROVED AS TO FORM:
COUNTY COUNSEL**

By 

Deputy
2015816

EXHIBIT A WORK PLAN

Scope of Work

Project Description

The proposed Project is to drill, construct, and develop a new water supply well to provide bulk water to the Tulare County Office of Emergency Services (OES). Many county residents are supplied water by private wells that have dried up as a result of the drought. The purpose of this well project is to provide the County OES with the capacity necessary to supply water to the East Porterville residents.

The Project will drill the new well at a County owned site (Olive Ave. & Tule River). The well will be drilled to a depth of approximately 900 feet and geophysical logging will be performed to identify the water producing strata. Water producing formations will be selected and water quality testing will be performed in the pilot hole to determine the water quality at select zone depths. A casing design will be prepared upon receipt of the water quality results and sieve analysis, provided that the well can be completed with acceptable water quality based on the zone test data available. The pilot hole will be reamed to its final diameter, Roscoe Moss casing installed with a two-inch sounding tube and four-inch gravel feed tube, and then gravel pack and a cement annular seal installed. The well will then be airlifted and swabbed to remove the drilling mud and sand from the well hole.

Work Plan

Task 1 - Planning and Engineering Design

This task includes the necessary planning, engineering design, and environmental documents to move the Project to construction in an expedited manner due to the drought emergency. Specific tasks such as right-of-way acquisition and permitting are included in this task. It is anticipated that an exemption will be requested with the environmental document due to the drought emergency.

A preliminary design for the water well will be prepared based on best available information regarding the area and hydrogeologic reports. Plans and specifications will be prepared for the drilling, construction, and development of the water supply well as briefly described above. These documents will be provided to select well drillers for pricing and determination of rig availability. Upon approval by the County and other authorized agencies, the Project will be awarded to the selected Contractor, contract documents executed, and a notice to proceed issued.

Task 2 -Phase 1 Construction

This phase includes all construction work related to drilling a new well. The tasks include setting the conductor, pilot hole drilling, geophysical logging, water quality zone testing, reaming the hole, installation of steel casing, installation of gravel pack, installation of a cement annular seal, and well development by airlifting and swabbing and by pumping. All construction tasks will be performed in an expedited manner due to the drought emergency. A Well Completion Report will be filed with DWR at the completion of well construction.

EXHIBIT B
BUDGET ESTIMATE

Task 1: Project and Construction Management

<u>Task No.</u>	<u>Task Description</u>	
1.1	Project Management	\$8,000.00
1.2	Construction Surveying, Inspection, and Quality Control	\$55,000.00
1.3	Bid Assistance	\$11,702.00
1.4	Water Quality Testing	\$15,000.00
Subtotal:		\$81,702.00

Task 2: Phase 1 Planning and Engineering Design

<u>Task No.</u>	<u>Task Description</u>	
2.1	Project Evaluations and Pre-Design Engineering	\$6,000.00
2.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$12,000.00
Subtotal:		\$18,000.00

Task 3: Phase 1 Well Drilling Construction

<u>Task No.</u>	<u>Task Description</u>	
3.1	Mobilization, Demobilization, and Clean up Conductor Casing, Pilot Hole, Geophysical Logging, Zone Testing, and Pilot Hole Reaming	\$125,000.00
3.2	Casing, Gravel Pack, and Cement Seal Installation	\$420,000.00
3.3	Swabbing & Airlifting	\$442,000.00
3.4	Pumping, Surging, & Testing	\$35,000.00
3.5	Well Video and Well Completion Report	\$25,000.00
3.6		\$5,000.00
Subtotal:		\$1,052,000.00

Task 4: Phase 2 Well Equipment Planning and Engineering Design

<u>Task No.</u>	<u>Task Description</u>	
4.1	Project Evaluations and Field Surveying	\$3,298.00
4.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$25,000.00
4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
4.4	SCE Costs	\$15,000.00
Subtotal:		\$48,298.00

Grand Total: \$1,200,000.00

EXHIBIT C
ESTIMATED SCHEDULE

Description of Tasks		Start	Finish
Task 1	Project and Construction Management	6/8/2105	9/30/2015
Task 2	Well Drilling Planning and Engineering Design	6/8/2015	8/31/2015
Task 3	Well Drilling Construction	6/22/2105	9/30/2015
Task 4	Well Equipment Planning and Engineering Design	7/6/2015	9/30/2015

EXHIBIT D
STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- a) **Separate Accounting of Funding Disbursements and Interest Records:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work, in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement.
- c) **Disposition of Money Disbursed:** All money disbursed pursuant to this Grant Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- d) **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement.

D.3) AIR OR WATER POLLUTION VIOLATION: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

D.4) AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.

D.5) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.6) APPROVAL: This Grant Agreement is of no force or effect until signed by all parties to the Grant Agreement. Grantee may not submit invoices or receive payment until all required signatures have been obtained.

D.7) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project(s), with the costs of such audit borne by State. After completion of the Project(s), State may require Grantee to conduct a final audit to State's specifications at Grantee's expense, to be conducted by and a report prepared by, an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be

considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 11, or take any other action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee, its contractor, or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion or final billing, whichever comes later.

D.8) BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for the Drought Emergency Response Program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act for purposes of this program, State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.

D.9) CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code §21000 et seq.). Information on CEQA may be found at the following links:

Environmental Information: <http://ceres.ca.gov/ceqa/>

California State Clearinghouse Handbook: <http://ceres.ca.gov/planning/sch/>

D.10) CHILD SUPPORT COMPLIANCE ACT: For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to; disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.11) CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Grant Agreement including, but not limited to; claims for additional compensation or extension of time, shall be submitted to the State's Project Manager within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Grant Agreement to implement the terms of any such resolution.

D.12) COMPETITIVE BIDDING AND PROCUREMENTS: Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement except as those laws are otherwise suspended by applicable directives in the Governor's Proclamation of April 25, 2014.

D.13) COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.14) CONFLICT OF INTEREST: All participants are subject to State and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to; Government Code, Section 1090 and Public Contract Code, Sections 10410 and 10411, for State conflict of interest requirements.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.
- d) **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the State to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.15) DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.16) DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.17) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors, or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) Grantee's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and

iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

- c) Provide, as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
- i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment, contract, or subcontract.

D.18) EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Grant Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Grant Agreement.

D.19) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by the appropriate registered professional (California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement. Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.

D.20) GRANTEE COMMITMENTS: Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

D.21) GRANTEE NAME CHANGE: Approval of the State's Program Manager is required to change the Grantee's name as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process an amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

D.22) GOVERNING LAW: This Grant Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California.

D.23) INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project(s) and this Grant Agreement, including, but not limited to; any claims or damages arising from planning, design, construction, maintenance, and/or operation of levee rehabilitation measures for this Project and any breach of this Grant Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents, and employees as additional insured on their liability insurance for activities undertaken pursuant to this Grant Agreement.

D.24) INDEPENDENT CAPACITY: Grantee, the agents, and the employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.25) INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto.

Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

- D.26) INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed, at any and all reasonable times, during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.27) INVOICE DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice is submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to; claims for additional compensation or extension of time, shall be submitted to the DWR Project Manager within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.
- D.28) LABOR CODE COMPLIANCE:** The Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to; Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done and funded pursuant to these Guidelines, including notifying the Department of Industrial Relations (DIR) when awarding a contract for a public works project (California Labor Code Section 1773).
- D.29) MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A, which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Project Manager in writing.
- D.30) NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee, its contractors, or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, denial of medial and family care leave, or pregnancy disability leave. Grantee, its contractors, or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee, its contractors, or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee, its contractors, or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

- D.31) NO DISCRIMINATION AGAINST DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies by signing this Grant Agreement, under penalty of perjury under the laws of State of California that Grantee is in compliance with Public Contract Code section 10295.3.
- D.32) OPINIONS AND DETERMINATIONS:** Where the terms of this Grant Agreement provide for action to be based upon; judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.33) PERFORMANCE AND ASSURANCES:** Grantee agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in Exhibit A (Work Plan) and to apply State funds received only to Eligible Project Costs, in accordance with applicable provisions of the law.
- D.34) PRIORITY HIRING CONSIDERATIONS:** If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code § 10353.
- D.35) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project(s), or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.36) REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.37) RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until August 1, 2015 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 16 (Submissions of Reports) as follows: At such time as the "Project Completion Report" required under Paragraph 16 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.38) RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act., Cal. Gov't Code § 6250 et seq. Grantee may disclose, disseminate, and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.39) SEVERABILITY:** Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.40) STATE REVIEWS:** The parties agree that review or approval of Project(s) applications, documents, permits, plans, and specifications or other project information by the State is for administrative purposes only and

does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project(s).

- D.41) SUSPENSION OF PAYMENTS:** This Grant Agreement may be subject to suspension of payments or termination, or both, and Grantee may be subject to debarment if the State determines that:
- a) Grantee, its contractors, or subcontractors have made a false certification, or
 - b) Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.42) SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.43) TERMINATION BY GRANTEE:** Subject to State approval, which may be reasonably withheld, Grantee may terminate this Grant Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.44) TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 12 (Default Provisions), the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.45) TERMINATION WITHOUT CAUSE:** The State may terminate this Grant Agreement without cause on thirty (30) days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.46) THIRD PARTY BENEFICIARIES:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or any duty, covenant, obligation or understanding established herein.
- D.47) TIMELINESS:** Time is of the essence in this Grant Agreement.
- D.48) TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.
- D.49) WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.
- D.50) WORKERS' COMPENSATION:** Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

Exhibit E
REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, describe the work performed including:

Project Status

Describe the work performed during the time period covered by the report, organized by Exhibit A, "Work Plan" tasks/subtasks/categories, including but not limited to:

- Updates on all ongoing tasks
- Estimates of the percent (%) complete
- Discussion of any Project related work completed this reporting period
- Milestones or deliverables completed/submitted
- Impediments to completion of any task
- Photos documenting progress

Cost Information

- A comparison of Project task(s) percent complete with percent invoiced.
- A list of any changes approved to the budget in accordance with Grant Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan.

Schedule Information

A list of any changes approved to the Schedule in accordance with Grant Agreement and a revised schedule, by task, if changed from latest reported schedule.

Anticipated Activities Next Quarter

Provide a description of anticipated activities for the next quarterly reporting period.

PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format:

Executive Summary

Should include a brief summary of Project information and include the following items:

- A brief description of work proposed to be done in the original Grant application.
- A description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided:

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- Self-Certification that the Project meets the stated goal of the Grant Agreement (e.g. 100-year level of flood protection, HMP standard, PI-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final Project schedule showing actual progress versus planned progress

Costs and Dispositions of Funds

A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Grant Agreement
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc.
 - Project cost information, shown by material, equipment, labor costs, and any change orders
 - Any other incurred cost detail
 - A statement verifying separate accounting of funding disbursements
- Summary of Project cost including the following items:
 - Accounting of the cost of Project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the Project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided, if applicable.
- A final Project schedule showing actual progress versus planned progress as shown in Exhibit C.
- Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate) that the Project was conducted in accordance with the approved work plan and any approved modifications thereto.

Exhibit F

STATE AUDIT DOCUMENT REQUIREMENTS FOR GRANTEES

State Audit Document Requirements

The list below details the documents/records that State Auditors typically reviewed in the event of a Grant Agreement being audited. Grantees should ensure that such records are maintained for each State funded Program/Project. Where applicable, this list of documents also includes documents relating to the Grantee's funding match which will be required for audit purposes.

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded project)
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) State funding expenditure tracking
 - e) Guidelines, policy(ies), and procedures on State funded Program/Project
3. Audit reports of the Grantee's internal control structure and/or financial statements within the last two years
4. Prior audit reports on State funded Program/Project

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents
2. A list of all bond-funded grants, loans or subventions received from the State
3. A list of all other funding sources for each Program/Project

Contracts:

1. All subcontractor and consultant contracts and related, if applicable
2. Contracts between the Grantee, member agencies, and project partners as related to the State funded Program/Project

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement
2. Documentation linking subcontractor invoices to State reimbursement requests and related Grant Agreement budget line items
3. Reimbursement requests submitted to the State for the Grant Agreement

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State
2. Deposit slips or bank statements showing deposit of the payments received from the State
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Grant Agreement

Accounting Records:

1. Ledgers showing receipts and cash disbursement entries for State funding
2. Ledgers showing receipts and cash disbursement entries of other funding sources
3. Bridging documents that tie the general ledger to reimbursement requests submitted to the State for the Grant Agreement

Administration Costs:

1. Supporting documents showing the calculation of administration costs

Personnel:

1. List of all contractors and Grantee staff that worked on the State funded Program/Project
2. Payroll records including timesheets for contractor staff and the Grantee's

Project Files:

1. All supporting documentation maintained in the Program/Project files
2. All Grant Agreement related correspondence

Exhibit G

Template Invoice Form

Grantee Name and Address:	Agreement Number:	Grant Type: Drought Emergency Response Program
	File Name: Invoice	Retention Amount: 5%

Date of Invoice:
Period Covered by this Invoice: From: To:

Invoice #	v5
Invoicing Format:	Funding Match Drawdown

	Budget Information			Current Invoice Summary				Total Invoiced Summary						
	1. Funding Match	2. Grant Share	3. Sum of Funding Match & Grant Share	4. Total Billed this Invoice	5. Grant Share Billed this Invoice	6. 5% Retention Withheld from Grant Share Payment	7. Net Amount to Be Paid by DWR this Invoice	8. Total Funding Match Billed in Previous Invoices	9. Total Grant Share Billed in Previous Invoices	10. Total Billed To Date	11. Total Funding Match Billed to DWR to Date	12. Total Grant Share Billed to DWR to Date	13. Total Grant Share Paid by DWR to Date	14. Total Retention Withheld to Date
Project Name														
Budget Category (A): Direct Project Administration Costs			\$ -		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
Budget Category (B): Land Purchase/Easement			\$ -		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
Budget Category (C): Planning/Design/Engineering/Environmental Documentation			\$ -		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
Budget Category (D): Construction/Implementation			\$ -		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
Budget Category (E): Environmental Compliance/Mitigation/Enhancement			\$ -		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
Budget Category (F): Construction Administration			\$ -		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
Budget Category (G): Other Costs			\$ -		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
Budget Category (H): Construction/Implementation Contingency			\$ -		\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
GRANT TOTALS:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Signature of Agency's Authorized Representative:	Date:
Printed Name of Agency's Authorized Representative:	Title:

FOR DEPARTMENT OF WATER RESOURCES USE ONLY			
Approved by DWR Project Manager (Print Name):		Approved by DWR Program Manager (Print Name):	
Title:		Title:	
Signed:		Signed:	
Date:		Date:	
I am verifying that the supporting documentation has been reviewed, is satisfactory, and is available upon request. DWR PM Initials: _____		Project Manager Comments:	
Purchase Order:	Cost Center:	AGPA Comments:	Remaining Grant Share: \$0.00
	Requisition No.:		NET AMOUNT TO BE PAID BY DWR THIS INVOICE: \$0.00

Exhibit H
Template Project Certification Form

**INSTRUCTIONS FOR COMPLETING
CERTIFICATION OF PROJECT COMPLETION**

Attached is a copy of the Certification of Project Completion form to be signed by a California Registered Civil Engineer (RCE), once the RCE has conducted the final inspection of the Project and found the work to be acceptable. The RCE's registration stamp, including the expiration date, will need to be affixed to the Certification. An original signature is also necessary. A cover letter should transmit the Certification of Project Completion form, giving the pertinent details including the following:

- ◆ Applicant's Name
- ◆ Project Title
- ◆ Contract Number
- ◆ Date of Final Inspection
- ◆ Results of Final Inspection

Please note that under the terms of your DWR contract, your agency must notify the Department of Water Resources, Division of Integrated Regional Water Management of the final inspection date at least ten (10) days prior to the inspection to allow the State the opportunity to participate. Also note that the State will withhold final payment of retention (up to 10% of the total loan or grant amount) until DWR receives the signed Certification. Failure to submit the Certification in a timely manner may be considered a breach of the contract. Be sure to address the cover letter to the Department of Water Resources, South Central Region Office, 3374 Shields Avenue, Fresno, CA 93726

CERTIFICATION OF PROJECT COMPLETION

I, _____ a

California Registered Civil Engineer (RCE), hereby certify that the

Public entity

has been completed in accordance with the final plans and specifications as

defined in Grant Agreement No. xxxxxxxxxx, between

the State and Public entity

Date: _____

Affix Stamp:

Engineer's Signature: _____

RCE Number: _____ Expiration Date: _____

AMENDMENT TO
GRANT AGREEMENT NO. 20150527
CONTRACT NUMBER 4600011078 AM. 1
BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
TULARE COUNTY
PORTERVILLE WELL DRILLING
DROUGHT EMERGENCY RESPONSE PROGRAM SENATE BILL 852 (CHAPTER 25, STATUTES OF 2014)

THE GRANT AGREEMENT is amended as follows:

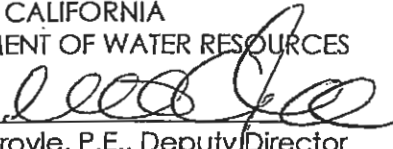
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on June 8, 2015 and terminates on March 31, 2016, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier.

DATE OF EXECUTION

Date of Execution of this Amendment is the date of the latest in time execution by a party hereto.

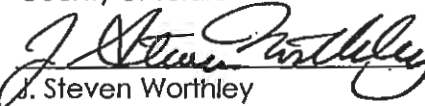
IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES


William Croyle, P.E., Deputy Director
Statewide Emergency Preparedness and Security

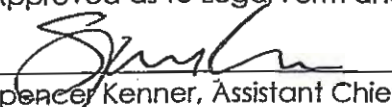
Date 12/28/15

County of Tulare


J. Steven Worthley
Chairman
County Board of Supervisors

Date 12.15.15

Approved as to Legal Form and Sufficiency


Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date 12/28/15

APPROVED AS TO FORM:
COUNTY COUNSEL

By 
Deputy

2015816

DEPARTMENT OF WATER RESOURCES

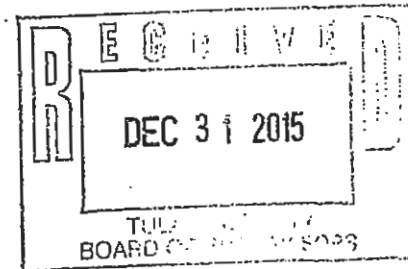
1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



December 28, 2015

County of Tulare
2800 W. Burrell
Visalia, California 93291

Attention: Denise England
Water Resources Program Manager



DWR Agreement Number: 4600011078 Am. 1

Dear Ms. England:

Enclosed for your records is one fully executed copy of subject agreement mentioned above. To ensure **prompt payment** of your billing, please **reference** the contract number identified above when submitting invoices.

Inquiries concerning the services to be performed under this agreement should be referred to Robert Trang at (916) 653-9812.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wesley McCandless'.

Wesley McCandless
Contract Specialist
Contract Services Office
(916) 651-7497

Enclosure

**AMENDMENT TO
GRANT AGREEMENT NO. 20150527
CONTRACT NO. 4600011078 AM. 2
BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
TULARE COUNTY
PORTERVILLE WELL DRILLING
DROUGHT EMERGENCY RESPONSE PROGRAM SENATE BILL 852 (CHAPTER 25, STATUTES OF 2014)**

THE GRANT AGREEMENT is amended as follows:

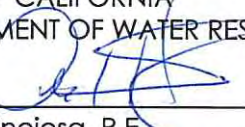
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on June 8, 2015 and terminates on June 30, 2017, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. This amendment is to be made retroactive to the previous termination date of March 31, 2016, found in Amendment 1 of the agreement.

DATE OF EXECUTION

Date of Execution of this Amendment is the date of the latest in time execution by a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa, P.E.
Chief, Division of Integrated Regional
Water Management

Date 6/6/16

County of Tulare



Michael Ennis
Chairman
County Board of Supervisors

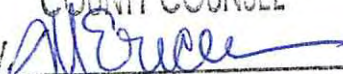
Date 5/23/16

Approved as to Legal Form and Sufficiency



Cathy Crothers, Assistant Chief Counsel
Office of Chief Counsel

Date 4-26-16

APPROVED AS TO FORM:
COUNTY COUNSEL
By 

Deputy 2015816

**AMENDMENT TO
GRANT AGREEMENT NO. 20150527
CONTRACT NO. 4600011078 AM. 3
BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
TULARE COUNTY
PORTERVILLE WELL DRILLING
DROUGHT EMERGENCY RESPONSE PROGRAM SENATE BILL 852 (CHAPTER 25, STATUTES OF 2014)**

THE GRANT AGREEMENT is amended as follows:

2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by DWR, and terminates on June 30, 2017, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date DWR signs this Grant Agreement, indicated on page 7.
20. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources
Arthur Hinojosa, P.E.
Chief, Division of Integrated Regional Water
Management
901 P Street, Room 202A
Sacramento, CA 95814
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

County of Tulare
Denise England
Water Resources Program Manager
2800 W. Burrell Avenue
Visalia, CA 93291
Phone: (559) 636-5005
Email: DEngland@co.tulare.ca.us

Direct all inquiries to the Project Manager:

Department of Water Resources
Steve Doe, PhD., P.E.
3374 East Shields Avenue, Room 3
Fresno, CA 93726
Phone: (559) 230-3348
Email: steve.doe@water.ca.gov

Dee Jasper and Associates, Inc.
Curtis Skaggs, P.E.
2730 Unicorn Road, Building A
Bakersfield, CA 93308
Phone: (661) 393-4796
Email: CSkaggs@djacivil.com

EXHIBIT A WORK PLAN

Scope of Work

Project Description

The proposed Project is to drill, construct, and develop a new water supply well to provide bulk water to the Tulare County Office of Emergency Services (OES). Many County residents are supplied water by private wells that have dried up as a result of the drought. The purpose of this well project is to provide the County's emergency household water tank program with the capacity necessary to supply water to the East Porterville residents.

The Project will drill the new well at a County owned site (Olive Ave. & Tule River). The well will be drilled to a depth of approximately 900 feet and geophysical logging will be performed to identify the water producing strata. Water producing formations will be selected and water quality testing will be performed in the pilot hole to determine the water quality at select zone depths. A casing design will be prepared upon receipt of the water quality results and sieve analysis, provided that the well can be completed with acceptable water quality based on the zone test data available. The pilot hole will be reamed to its final diameter, Roscoe Moss casing installed with a two-inch sounding tube and four-inch gravel feed tube, and then gravel pack and a cement annular seal installed. The well will then be airlifted and swabbed to remove the drilling mud and sand from the well hole. A pump and motor will be installed and the well developed by pumping and surging and upon completion of the well development, production test pumping will be performed. A well video and deviation survey will be performed on the completed well.

This grant was originally executed in June 2015. Since that time, the drilling and construction of the new water supply well has been completed; however, the well still needs to be equipped with electrical power, piping, a pump, a motor, a disinfection system and a water delivery system. This amendment includes minor changes to the original scope of work, budget, and schedule, based on actual project costs incurred to date, and schedule revisions to reflect updated completion dates, based on an updated time schedule.

The actual cost of the project, \$963,038.78, has been determined to less than the estimated cost based on the original scope of work, so the remaining funds, \$236,961.22 from the original budget have been reallocated to assist in completing the equipping of the well. Additionally, the majority of the funding will be provided by grants from the State Water Resources Control Board (SWRCB) and United States Department of Agriculture [USDA] to complete the equipping and remaining above ground portion of the work.

Work Plan

WELL DRILLING:

Task 1 - Well Drilling Construction Management

Task 1 includes the following subtasks:

- 1.1 Project Management
- 1.2 Construction Surveying and Inspection Quality Control
- 1.3 Bid Assistance
- 1.4 Water Quality Testing

This task includes such items as facilitating a preconstruction meeting, facilitating project meetings, reviewing submittals, responding to RFI's and change orders, reviewing monthly progress payments, performing construction surveying and inspection, quality control, bid assistance, and any water quality testing required leading up to project close-out related tasks.

Task 2 – Well Drilling Planning and Engineering Design

Task 2 includes the following subtasks:

- 2.1 Project Evaluations and Pre-Design Engineering
- 2.2 Prepare Well Drilling Plans, Specifications, and Estimates

This task includes the necessary planning, engineering design, and environmental documents to move the Project to construction in an expedited manner due to the drought emergency. Specific tasks such as right-of-way acquisition and permitting are included in this task.

A preliminary design for the water well will be prepared based on best available information regarding the area and hydrogeologic reports. Plans and specifications and an engineering estimate will be prepared for the drilling, construction, and development of the water supply well as briefly described above. The plans and specifications will be provided to select well drillers for pricing and determination of rig availability. Upon approval by the County and other authorized agencies, the Project will be awarded to the selected Contractor, contract documents executed, and a notice to proceed issued.

Task 3 - Well Drilling Construction

Task 3 includes the following subtasks:

- 3.1 Mobilization, Demobilization, and Clean up
- 3.2 Conductor Casing, Pilot Hole, Geophysical Logging, Zone Testing, and Pilot Hole Reaming
- 3.3 Casing, Gravel Pack, and Cement Seal Installation
- 3.4 Swabbing and Airlifting
- 3.5 Pumping, Surging, and Testing
- 3.6 Well Video and Well Completion Report

This phase includes all construction work related to drilling a new well. The tasks include mobilization and demobilization, setting the conductor, pilot hole drilling, geophysical logging, water quality zone testing, reaming the hole, installation of steel casing, installation of gravel pack, installation of a cement annular seal, and well development by airlifting and swabbing and by pumping. All construction tasks will be performed in an expedited manner due to the drought emergency. A Well Video and Well Completion Report will be filed with DWR at the completion of well construction.

WELL EQUIPPING:

Task 4 – Well Equipping Planning and Engineering Design

Task 4 includes the following subtasks:

- 4.1 Project Evaluations and Field Surveying
- 4.2 Prepare Well Equipping Plans, Specifications, and Estimates

Plans and specifications and an engineering estimate will be prepared to equip the well based on project evaluations obtained during drilling of the well and field surveying. The plans and specifications to equip

the well will be provided to select contractors for pricing and determination. Upon approval by the County and other authorized agencies, the Project will be awarded to the selected Contractor, contract documents executed, and a notice to proceed issued.

Task 5 –Well Equipping Construction

Task 5 includes the following subtasks:

- 5.1 Mobilization, Demobilization, and Clean-Up
- 5.2 Well Site Earthwork and Paved Drive Approach
- 5.3 Concrete Pump Foundation
- 5.4 Vertical Hollow Shaft Electric Motor
- 5.5 Vertical Turbine Pump Assembly
- 5.6 Pump Discharge Piping and Appurtenances
- 5.7 Conveyance Piping and Appurtenances from Well Site to City Distribution System
- 5.8 Site Drain Piping and Appurtenances
- 5.9 Concrete Foundation for Electrical Equipment
- 5.10 VFD Building
- 5.11 Electric Shade Structure
- 5.12 Chlorine Building with Concrete Foundation
- 5.13 On-Site Sodium Hypochlorite Generation System
- 5.14 Well Site Ground Cover
- 5.15 Chain Link Drive and Personnel Gates
- 5.16 Masonry Block Wall and Concrete Foundation
- 5.17 Painting System
- 5.18 Well Site Electrical and Controls
- 5.19 Install SCE Primary Conduit and Appurtenances

This task includes the construction activities to equip the well including the pump and motor to make the well operable.

EXHIBIT B
BUDGET ESTIMATE

Description of Tasks		DWR Grant Share
Task 1	Well Drilling Construction Management	\$52,000.00
Task 2	Well Drilling Planning and Engineering Design	\$65,000.00
Task 3	Well Drilling Construction	\$863,000.00
Task 4	Well Equipping and Engineering Design	\$50,000.00
Task 5	Well Equipping Construction	\$170,000.00
Grand Total:		\$1,200,000.00

EXHIBIT C
ESTIMATED SCHEDULE

Description of Tasks		Start	Finish
Task 1	Well Drilling Construction Management	6/8/2105	3/31/2016
Task 2	Well Drilling Planning and Engineering Design	6/8/2015	8/31/2015
Task 3	Well Drilling Construction	6/22/2015	3/31/2016
Task 4	Well Equipping Engineering Design	1/15/2016	6/30/17
Task 5	Well Equipping Construction	10/3/16	6/30/17

DATE OF EXECUTION

Date of Execution of this Amendment is the date of the latest in time execution by a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES


Arthur Hinojosa, P.E.
Chief, Division of Integrated Regional
Water Management

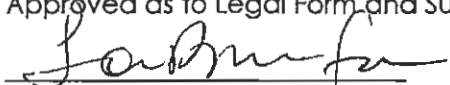
Date 5/18/17

County of Tulare


~~Michael Ennis~~ Pete Vanderfoel
Chairman
County Board of Supervisors

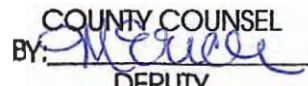
Date 4/25/17

Approved as to Legal Form and Sufficiency


Robin Brewer, Assistant Chief Counsel
Office of Chief Counsel

Date 2.9.17

APPROVED AS TO FORM:

COUNTY COUNSEL
BY: 
DEPUTY
2015816

Recording Requested by:
City of Porterville
291 N Main Street
Porterville, Ca 93257

When recorded, mail to:
City of Porterville
291 N Main Street
Porterville, Ca 93257

(This space for Recorders use only.)

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code. APN 240-120-017 Porterville Well Site Ave 152

GRANT DEED

IN ACCORDANCE WITH SECTION 25365 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **COUNTY OF TULARE**, GRANTOR, does hereby GRANT to the **CITY OF PORTERVILLE**, the following described real property situated in the County of Tulare, State of California described as follows:

All That Portion of the East Half of the Northwest quarter of Section 32, Township 21South, Range 27 East, Mount Diablo Meridian, situated Easterly of the East bank of the Tule River.

Excepting therefrom the North 80 feet thereof.

Dated this _____ day of _____, 2020

GRANTOR: County of Tulare

BY: _____
Pete Vander Poel, III
Board of Supervisors

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

STATE OF CALIFORNIA)
COUNTY OF TULARE) SS.

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.
WITNESS my hand and official seal

Signature _____

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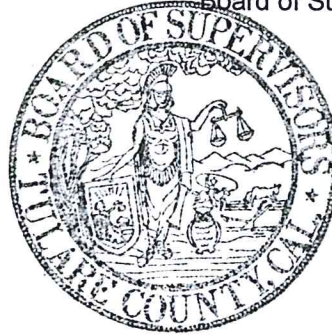
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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

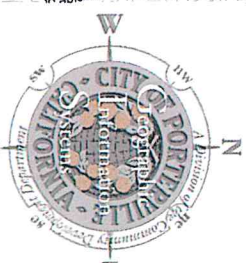
ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'



 East Porterville Project Boundary

Parcels Within Project Boundary Area (1,776)

CityLimits

UDB

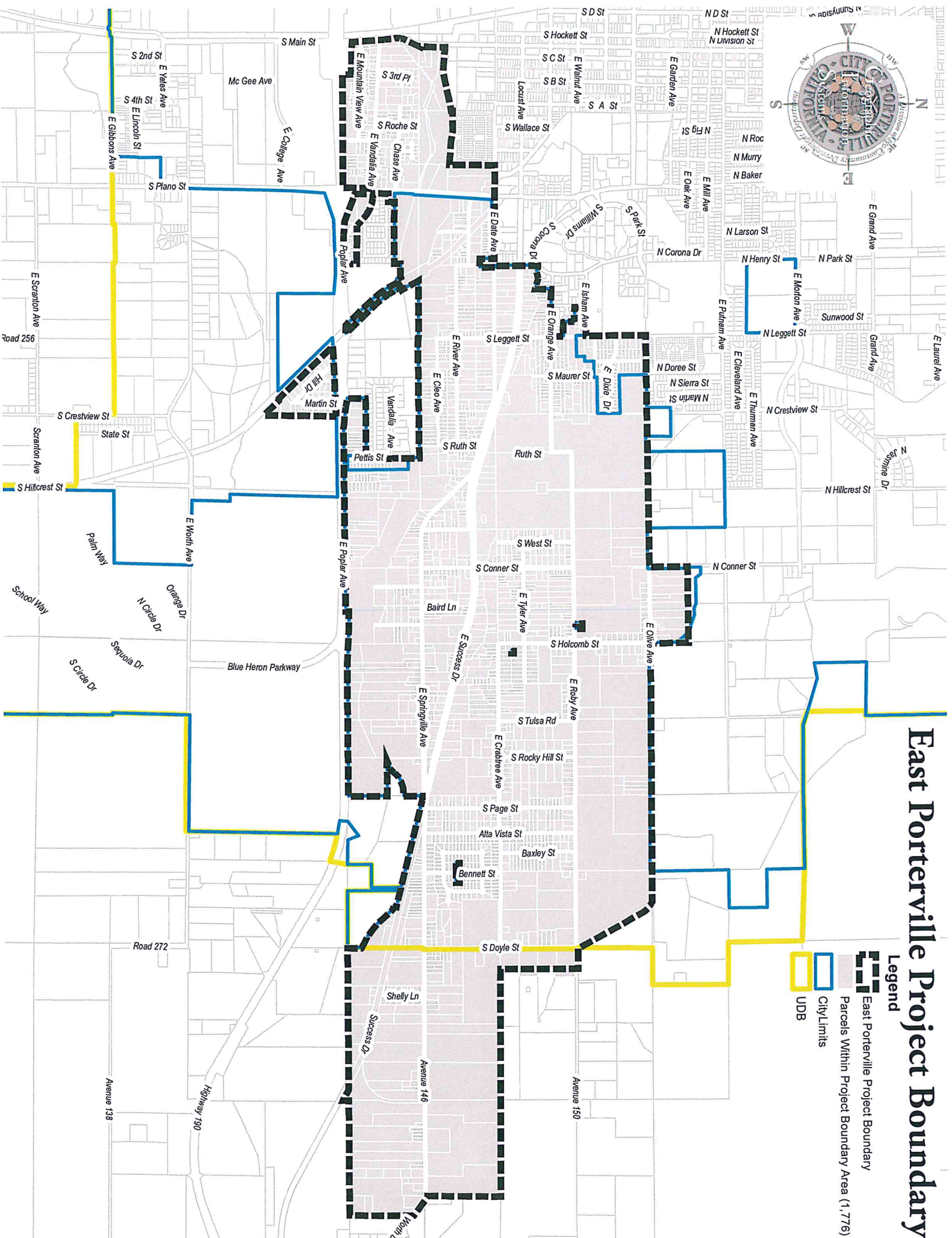


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

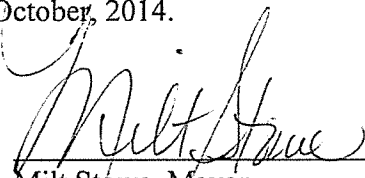
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

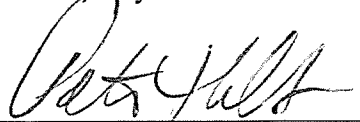
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

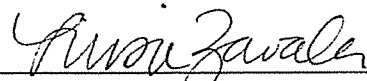
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

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

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

East Porterville Properties



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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

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



CITY COUNCIL AGENDA – APRIL 20, 2021

SUBJECT: Consideration of Tulare County Junior Livestock Show and Community Fair Addendum No. 3

SOURCE: Community Development

COMMENT: The City of Porterville and the Tulare County Junior Livestock Show and Community Fair entered into a License and Development Agreement in 2009, and an addendum was subsequently entered into in 2014. At its meeting on January 19, 2021, the City Council approved Addendum No. 2 to License and Development Agreement between the City of Porterville and the Tulare County Junior Livestock Show and Community Fair. The addendum allows for the Tulare County Junior Livestock Show and Community Fair to temporarily permit the Porterville College Foundation Swap Meet to be held on the licensed premises through April 30, 2021. The addendum provides the Council the ability to grant extensions to the use after review of the swap meet operations at the site.

The Porterville College Foundation Swap Meet experienced delays in coordinating insurance. The first weekly swap meet was held on Saturday, April 10, 2021. The Tulare County Junior Livestock Show and Community Fair and Porterville College Foundation have requested an extension in accordance with Addendum No. 2 to permit the Porterville College Foundation Swap Meet to be held on the licensed premises. Staff recommends an extension be granted through June 15, 2021, as the State of California continues to adjust COVID-19 guidelines with the recent decrease in cases and the availability of vaccines.

RECOMMENDATION: That the City Council approve Addendum No. 3 of the Tulare County Junior Livestock Show and Community Fair License and Development Agreement to permit the Porterville College Foundation Swap Meet to be held on the licensed premises through June 15, 2021.

ATTACHMENTS:

1. Draft Addendum 3 Fair Tulare County Junior Livestock Show and Community License and Development Agreement

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager

ADDENDUM NO. 3 TO LICENSE AND DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF PORTERVILLE AND
TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR

This Addendum to the License and Development Agreement between the City of Porterville ("City") and the Tulare County Junior Livestock Show and Community Fair ("Fair"), is made and entered into as of April 20, 2021 and is hereby made a part of the Agreement entered into by the parties on December 10, 2009, Addendum No. 1 to License and Development Agreement approved by the City Council on August 19, 2014, and executed by the parties on November 6, 2014, and Addendum No. 2 to the License and Development Agreement between the parties entered into as of January 19, 2021.

1. **Section 3.1.1.** of Addendum No. 2 is amended to extend the effective date of the Temporary Use through June 15, 2021. All requirements, terms and conditions of this Section as stated in Addendum No. 2 remain in effect.
2. This Agreement shall be effective as of the execution date set forth below. All other terms as set forth in the above-referenced License and Development Agreement, Addendum No. 1, and Addendum No. 2 to License and Development Agreement, and not inconsistent with said Agreement and Addendum, shall remain in full force and effect.

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

CITY OF PORTERVILLE

BY: _____
Adrian Monte Reyes, Mayor

ATTEST:

John Lollis, City Clerk

Approved as to Form:

Julia Lew, City Attorney

TULARE COUNTY JUNIOR LIVESTOCK
SHOW AND COMMUNITY FAIR

BY: _____
Mitch Brown, President

BY: _____
John Arnold, First Vice President



CITY COUNCIL AGENDA – APRIL 20, 2021

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 meeting on April 6, 2021, 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

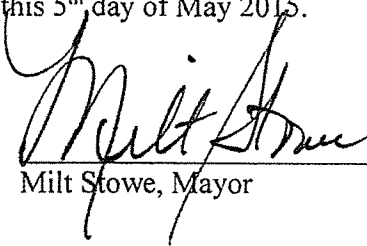
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

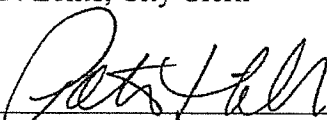
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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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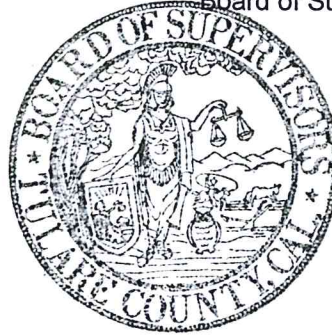
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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'

East Porterville Project Boundary

Legend

-  East Porterville Project Boundary
-  Parcels Within Project Boundary Area (1,776)
-  City Limits
-  UDB

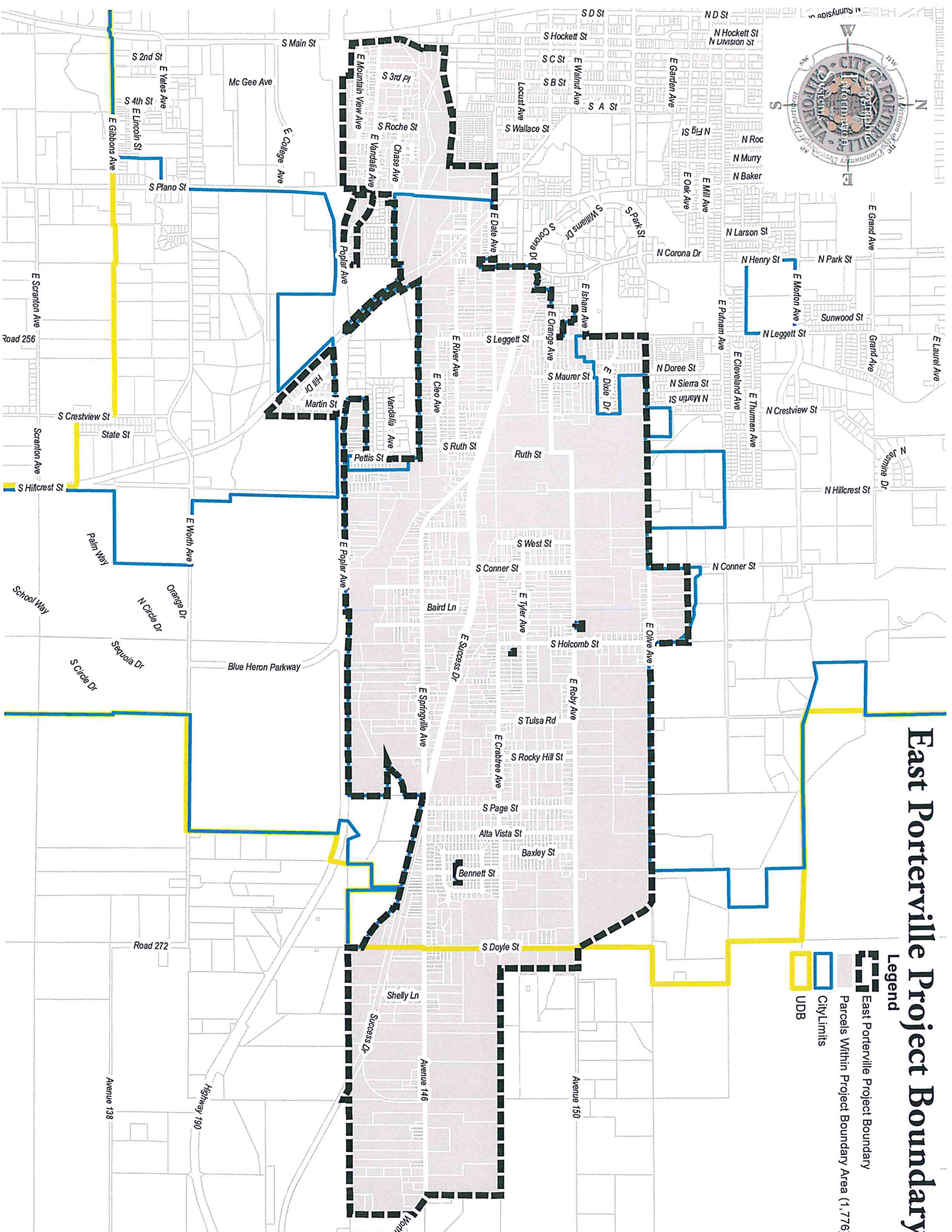
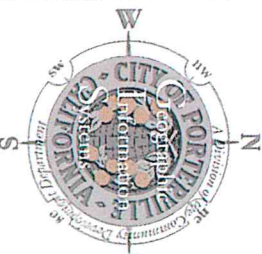


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

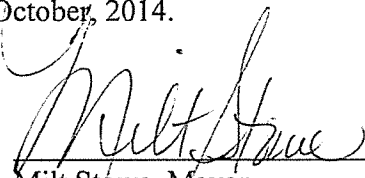
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

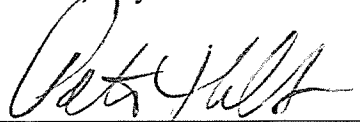
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

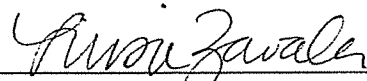
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

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

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

East Porterville Properties



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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

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 – APRIL 20, 2021

SUBJECT: Fireworks Ordinance Amendment

SOURCE: Fire

COMMENT: Over its last several regular meetings, the City Council has discussed potential modifications to Article II of Chapter 12 of the Municipal Code, otherwise known as the City's "Fireworks Ordinance." The focus of these conversations was to reduce the potential for conversion of fireworks to explosive devices and to curb the use of illegal fireworks.

The draft Ordinance presented for consideration would result in amendments to the Fireworks Ordinance as follows:

Language has been proposed to eliminate the use of certain fireworks commonly marketed under the name "Piccolo Pete" and "Whistling Phantom" which emit loud shrill sounds. These particular fireworks are also known to be manipulated after sale to create explosive devices.

The Violations clause of the current fireworks Ordinance is edited in this draft to include differentiation between prohibited legal and illegal fireworks, as well as higher fees for violations, and also to create increasingly higher fines for repeat offenders.

The draft Ordinance also includes a "Host" component, which will ease in the enforcement activities where it might otherwise be difficult to discern who within a given party has actually ignited an illegal firework; the property owner could then be held liable regardless of who ignites the illegal firework.

Lastly, at the Council's direction, a rewards program has been proposed that would further enhance staff's ability to locate and cite those who choose not to comply with the City's fireworks regulations. Rewards of \$50 per complaint can be awarded if the tip results in a citation.

RECOMMENDATION: That the City Council:

1. Conduct the Public Hearing and receive public testimony;
2. Approve the draft Ordinance and give first reading by title only; and
3. Waive further reading and order the Ordinance to print.

ATTACHMENTS: 1. Draft Fireworks Ordinance Amendment

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING AND RESTATING ARTICLE II OF CHAPTER 12 OF THE PORTERVILLE
MUNICIPAL CODE RELATED TO THE REGULATION OF FIREWORKS

WHEREAS: The City allows sale and discharge of "safe and sane" fireworks within the City limit in honor of the Independence Day holiday (June 28 through July 4, annually); and

WHEREAS: The City of Porterville ("City") has experienced an increase in the use of dangerous fireworks, which create a threat to the health and safety of the community and are considered a public nuisance; and

WHEREAS: The Porterville Community, comprised of local individuals, expressed concerns to the council regarding the discharge of both "safe and sane" fireworks, and the continuous discharge of illegal and "dangerous" fireworks; and

WHEREAS: Use of fireworks in the City interferes with the health, safety, quality of life, quiet enjoyment and general welfare of the community; and

WHEREAS: Research indicated that other communities have implemented various methods that focus on a combination of enforcement, education, and incentive programs; and

WHEREAS: Clarification of the actions meriting assessment of penalties was needed for enforcement purposes; and

WHEREAS: California Health and Safety Code Section 12541 authorizes the City to regulate or prohibit the sale, use, or discharge of fireworks; and

WHEREAS: The City Council has determined it is necessary to regulate fireworks, including "safe and sane" fireworks, as well as dangerous fireworks; and

WHEREAS: A public hearing was held before the City Council on April 20, 2021, pursuant to the Municipal Code of the City.

NOW, THEREFORE, BE IT ORDAINED: That the Council of the City of Porterville does ordain as follows:

SECTION 1. Purpose: The purpose of this ordinance is to address issues that have arisen since the last update of the ordinance related to the inappropriate discharge and misuse of fireworks.

SECTION 2. Chapter 12, Article II, is amended and restated as follows:

12-2.1: DEFINITIONS:

For the purposes of this article, definitions shall have the respective meaning ascribed to them in section 12500 et seq., of the Health And Safety Code of the State of California, and, unless

otherwise apparent from the context, certain words and phrases used in this article are defined as follows:

CITY: The city of Porterville.

DANGEROUS FIREWORKS: Any fireworks specified as such in the state fireworks law, section 12500 et seq., of the Health And Safety Code of the state and such other fireworks as may be determined to be dangerous by the state fire marshal.

ELIGIBLE ORGANIZATION: An organization which has met all of the following criteria for a continuous period of not less than one full year preceding submittal of an application for the permit required by this article (and which continues to do so thereafter):

- A. The organization must be a duly organized not for profit charitable, religious, civic, patriotic or community service organization;
- B. The organization must be headquartered within and clearly affiliated or identified with Porterville;
- C. The organization must be one which provides direct and regular community services and benefits to the citizens of the city; and
- D. The organization must hold its regularly scheduled meetings within the city;
- E. Must maintain a bona fide membership of at least twenty (20) members;
- F. The organization must have a tax exempt identification number assigned to them;
- G. One application per tax exempt ID number will be allowed; and
- H. One permit per tax exempt number will be allowed.

FIRE CHIEF: The fire chief or his/her duly authorized designee.

FIREWORKS: Any combustible or explosive composition, or any substance or combination of substances, or device prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and shall include blank cartridges, toy pistols, toy cannons, toy canes or toy guns in which explosives are used, firecrackers, torpedoes, skyrockets, roman candles, daygo bombs, sparklers or other devices of like construction and any devices containing any explosive or flammable compound, or any tablet or other device containing an explosive substance; except that the term "fireworks" shall not include any auto flares, paper caps containing not in excess of an average of twenty five one- hundredths (0.25) of a grain of explosive content per cap and toy pistols, toy canes, toy guns or other devices for use of such caps, the sale and use of which shall be permitted at all times.

SAFE AND SANE FIREWORKS: Any fireworks which do not fall within the definition of "dangerous fireworks" or "exempt fireworks" per Health and Safety Code section 12529. The California state fire marshal's seal of registration shall be applied to all classified fireworks and pyrotechnic devices by a licensed manufacturer, importer, exporter or wholesaler and shall indicate the classification assigned by the state fire marshal.

STAND: Any building, counter, or other structure of a temporary nature used in the sale or offering for sale of fireworks pursuant to a permit duly issued. (Ord. 1650 § 2, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013)

12-2.2: SALES OF FIREWORKS; PERMITS REQUIRED:

- A. It shall be unlawful for any person to sell or offer for sale any dangerous fireworks in the city.
- B. It shall be unlawful for any person to sell or offer for sale any "safe and sane" fireworks in the city without first obtaining a permit therefor. (Ord. 1650 § 3, 4-6-2004)

12-2.3: PUBLIC DISPLAYS OF FIREWORKS:

The fire chief shall have power to adopt reasonable rules and regulations for the granting of permits for supervised public displays of fireworks by a jurisdiction, fair associations, amusement parks, other organizations or for use of fireworks by artisans in pursuit of their trade. Every such use or display shall be handled by a licensed operator approved by the fire chief and shall be of such character and so located, discharged or fired so as, in the opinion of the fire chief after proper investigation, not to be hazardous to property or endanger any person. Said rules and regulations are as follows:

- A. Applications: Applications for permits shall be made in writing at least ten (10) days in advance of the date of the display. After such privilege shall be granted, sale, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.
- B. Bond For Fireworks Display Required: The permittee shall furnish a bond or certificate of insurance in an amount deemed adequate by the city's risk manager for the payment of all damages which may be caused either to a person or persons or to property by reason of the permitted display and arising from any acts of the permittee, his agents, employees or subcontractors.
- C. Disposal of Unfired Fireworks: Any fireworks that remain unfired after the display is concluded shall be immediately disposed of in a way safe for the particular type of fireworks remaining. (Ord. 1650 § 3, 4-6-2004; Ord. 1776, 4-5-2011)

12-2.4: NUMBER OF PERMITS LIMITED/PREAPPLICATION:

The maximum number of permits to sell "safe and sane" fireworks which may be issued pursuant to this article during any one calendar year shall not exceed one permit for each four thousand (4,000) residents of the city, or major fraction thereof, based on the most recent population figure as determined by the federal decennial census and updated annually by the California state department of finance. If the number of preapplications received up to and including the last day for making applications pursuant to this article exceeds the number of permits to be issued for the city, the fire chief shall thereafter supervise a public drawing to determine an order of priority for each preapplication. Preapplications can be obtained at the fire department or online at the city of Porterville's website between January 1 and the last business day of January. All

applicants will be assigned a number in the order in which the preapplication is received. The drawing will be held between February 16 and February 28 each year. (Ord. 1799, 11-5-2013)

12-2.5: SALES OF SAFE AND SANE FIREWORKS; APPLICATIONS FOR PERMITS:

Permits to sell "safe and sane" fireworks shall be issued by the fire chief. Application packets for a permit will be furnished to eligible organizations whose number has been drawn. Each organization must meet all the applicable requirements set forth in the application for permits section and the permit issuance section.

- A. Any eligible organization desiring to sell "safe and sane" fireworks in the city of Porterville shall obtain a permit application from the fire department. Permit applications shall be obtained during the period commencing the first business day of March and ending the last business day in March.
- B. Such applications shall be signed by a bona fide officer of the eligible organization, wherein the officer, on behalf of the organization and its agents, shall agree to abide by state laws and administrative regulations and all the stipulations of this code and the permit if permission to operate a fireworks stand shall be granted to the organization.
- C. Completed applications shall be returned to the fire department no later than five o'clock (5:00) P.M. on the last business day of March each year. Any eligible organization making an application for such permit to sell "safe and sane" fireworks that fails to return the completed application prior to five o'clock (5:00) P.M. on the last regular business day in March shall not be issued a permit to sell "safe and sane" fireworks.
- D. The licensee shall use the net proceeds derived from its operations under such license only for such nonprofit, charitable, religious or eleemosynary service projects that shall be of direct benefit to the city of Porterville and for no other purpose. (Ord. 1650 § 3, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013)

12-2.6: PERMIT ISSUANCE BASED ON DRAWING SELECTIONS:

- A. All eligible organizations shall obtain and submit to the fire department the following forms supplied by the fire department. Forms will be supplied to those organizations whose drawn assigned number is sequentially within the total number of permits to be issued. All other applicants will be placed on a waiting list in the sequence of their drawn assigned number. If an applicant does not satisfy the requirements of this section within the time periods identified in this section, the next drawn assigned number on the waiting list will be notified and provided with the following paperwork:
 - 1. The property owner's release form signed by the property owner authorizing permission to erect a fireworks stand on his property;
 - 2. The fireworks storage form indicating where and how the fireworks will be stored when not in the approved stand;
 - 3. The state fire marshal's license to sell safe and sane fireworks;

4. A copy of the temporary seller's permit issued by the state board of equalization; and
 - a. The certificate of insurance required by section 12-2.14 of this article.
 - b. A statement of organization eligibility.
 - c. A site plan indicating location of stand, distance to nearest building, ingress, egress, parking, etc.
- B. These forms must be returned to the fire department by the last business day of March.
- C. No permit issued or authorized shall be transferable or assignable.
- D. When all the application requirements have been completed and the fireworks stand location has been approved, the fire department shall authorize the erection of a fireworks stand. Each qualified organization shall pay to the administrative services director or designee a permit fee amount as listed in the master administrative fee schedule amended from time to time by resolution of the city council. This fee will include a refundable cleanup deposit. Each permit shall be for only one stand per eligible organization and shall be forwarded to the fire department for delivery as set forth in subsection E of this section.
- E. Permits will be effective only when issued by the fire department after the final inspection of the stand shows compliance with all the requirements of this article. (Ord. 1650 § 3, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013)

12-2.7: PERIOD OF DISCHARGE:

Safe and sane fireworks, as defined by section 12529 of the California Health And Safety Code, as amended ("fireworks"), may be discharged within the city limits of the city of Porterville ("city") during the period beginning at twelve o'clock (12:00) noon on June 28 and ending at eleven fifty nine o'clock (11:59) P.M. on July 4 of any year. (Ord. 1776, 4-5-2011)

12-2.8: PROHIBITIONS ON DISCHARGE:

It shall be unlawful for any person to ignite, explode, project, or otherwise fire or use, or permit the ignition, explosion or projection of any fireworks upon, over, or onto the private property of another, or to ignite, explode, project, or otherwise fire or make use of any fireworks within fifteen feet (15') of any residence, dwelling or any other structure, public property, fields or waterway. (Ord. 1776, 4-5-2011)

12-2.9: TIME PERIOD FOR SALE:

"Safe and sane fireworks" may be sold within the city limits of the city of Porterville during the period beginning twelve o'clock (12:00) noon on June 28 and ending at ten o'clock (10:00) P.M. on July 4. The hours of operation of any stand shall be limited to nine o'clock (9:00) A.M. to ten o'clock (10:00) P.M. daily during the days identified in this article, except that hours of operation of any stand on June 28 shall commence at twelve o'clock (12:00) noon. (Ord. 1650 § 3, 4-6-2004)

12-2.10: PROHIBITIONS:

- A. The manufacture of fireworks is prohibited within the jurisdiction.
- B. No person shall possess, sell, deliver, deal in, use, explode or fire, or cause to be used, exploded or fired, any form of fireworks designated as "dangerous fireworks" by section 12505 of the Health And Safety Code of the state of California.
- C. The possession, sale, delivery, dealing in, use, exploding or firing of any form of fireworks designated as "safe and sane fireworks" by section 12529 of the Health and Safety Code of the state of California is expressly prohibited, except as limited by this article.
- D. It shall be unlawful to store any fireworks in any residence, home, garage, or automobile within the city of Porterville. It shall also be unlawful to store any fireworks in any building or other place within the city of Porterville without having first applied for and received a permit pursuant to section 12-2.2 of this article.
- E. No fireworks shall be stored within one hundred feet (100') of any gasoline service station or any garage located within twenty five feet (25') of any other structure. Any facility for the storage of fireworks shall maintain a minimum setback from the street curbing of ten feet (10').
- F. No person shall light, or cause or permit to be lighted, any fireworks, or any other article or material, within any structure approved for fireworks storage, or within fifty feet (50') thereof.
- G. No smoking shall be allowed in any structure that is used for storing fireworks nor within fifty feet (50') of said structure. "No Smoking" signs shall be prominently displayed. (Ord. 1650 § 4, 4-6-2004; Ord. 1776, 4-5-2011)
- H. Notwithstanding anything to the contrary, "piccolo pete", "whistling pete", or "whistling phantom" type fireworks (including other fireworks of similar design, construction and performance) shall not be manufactured, possessed, delivered, used, discharged, displayed, or sold separately or in combination with otherwise allowed fireworks. The possession, manufacture, storage, sale, handling, use, and discharge of fireworks of this type are subject to the penalties outlined in Section 12-2.20.A of this Code.

12-2.11: REGULATIONS RELATED TO FIRE WORKS SALES:

- A. It shall be unlawful for any eligible organization to which a permit has been issued:
 - 1. To operate in violation of California Code of Regulations title 19, chapter 6, regulating the storage, transportation, sale and use of fireworks.
 - 2. To obtain or use more than one permit for one stand per year.
 - 3. To fail to clear all flammable or burnable materials within thirty feet (30') from any fireworks stand and to maintain such conditions during the period prescribed for the sale of fireworks.

4. To allow smoking within fifty feet (50') of any such business location or stand or to fail to post "No Smoking" signs with such wording in red letters not less than four inches (4") in height on a white background on all sides of any such stand.
 5. To fail to have immediately available within the stand a certified fire extinguisher or other fire extinguishing device of a type approved by the fire department.
 6. To sell fireworks earlier than twelve o'clock (12:00) noon on June 28 or later than ten o'clock (10:00) P.M. on July 4.
 7. To fail to dismantle and remove any stand or structure of any nature where fireworks were sold as of five o'clock (5:00) P.M. July 8.
 8. To sell fireworks to persons under sixteen (16) years of age.
- B. No person other than a member (or their spouse) of the organization or a volunteer who is associated with the organization having a permit shall be permitted to sell or otherwise participate in the sale of fireworks. All fireworks stands shall have the safety regulations posted inside the stand in an approved location. The size of the safety poster will be approved and provided by the fire department. A maximum of one member for every four (4) linear feet of stand is permitted within the stand at any one time (i.e., if the stand is 32 feet long, 32 divided by 4 equals 8 members allowed in the stand) and all persons selling fireworks must be at least eighteen (18) years old.
- C. No sleeping inside the fireworks stand will be permitted at any time.
- D. No person shall use or handle fireworks while under the influence of intoxicating liquids or narcotics. Alcohol and narcotics are prohibited within the fireworks stand.
- E. All electrical/spark producing appliances (fans, coolers, air conditioners, etc.) are prohibited inside the fireworks stands and shall not block the means of egress. (Ord. 1650 § 4, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013)
- F. Those fireworks which are classified as "dangerous" fireworks under Section 12505 of the California Health and Safety Code are prohibited, except that such fireworks as are defined and classified as "safe and sane fireworks" in Section 12529 of the California Health and Safety Code may be displayed, sold and used pursuant to the provisions of this chapter and not otherwise. Notwithstanding anything to the contrary, "piccolo pete", "whistling pete", or "whistling phantom" type fireworks (including other fireworks of similar design, construction and performance) shall not be manufactured, possessed, delivered, used, discharged, displayed, or sold separately or in combination with otherwise allowed fireworks. The possession, manufacture, storage, sale, handling, use, and discharge of fireworks of this type are subject to the penalties outlined in Section 12-2.20.A of this Code.

12-2.12: FIREWORKS STANDS; REQUIREMENTS:

All retail sales of "safe and sane fireworks" shall be permitted only from within a temporary fireworks stand and sales from any other building or structure is prohibited. Temporary stands shall be subject to the following provisions:

- A. No fireworks stand shall be located within twenty five feet (25') of any other building or within one hundred feet (100') of a gasoline pump, or within one hundred feet (100') of another fireworks stand, when measured closest point to closest point. Canopies within ten feet (10') of a stand shall be considered an extension of the stand for measurement of setback distances. Minimum setback from the street curbing, alley, or driveway shall be ten feet (10'). Stands shall not cover or impede any public rights of way.
- B. No stand shall have a floor area in excess of four hundred (400) square feet. The width and length of each stand shall be a maximum of ten feet by forty feet (10' x 40'), respectively.
- C. Each stand must have at least two (2) exits located on separate walls. Fireworks stands with only three (3) sides and open from the back will not require exits. Fireworks stands shall have exits at least thirty inches (30") in width at both ends of the structure. An aisle with a minimum width of thirty inches (30") shall lead to each exit. Exits shall remain unobstructed. No supplies or other materials shall be stored in front of exit doors. All exit doors shall remain unlocked and unlatched whenever the stand is occupied.
- D. Each stand shall keep easily accessible a minimum of one 2 1/2-gallon water pressure type fire extinguisher and one 2A10BC rated dry chemical fire extinguisher and each shall be in good working order and bear a current inspection sticker. Extinguishers must be of a type approved for such use by the Porterville fire department.
- E. All stands must be constructed of solid wood or metal.
- F. After hours, stands must be properly secured or a security guard must be provided to patrol the premises. Under no circumstances shall the night watchman sleep within the fireworks stand.
- G. All unsold stock and accompanying litter shall be removed from the location by five o'clock (5:00) P.M. July 5.
- H. Fireworks stand may be brought to the site one week prior to June 28 and must be dismantled and removed by five o'clock (5:00) P.M. July 8.
- I. Temporary lighting may be installed in the fireworks stands. Approved temporary lights must have a guard protecting the bulb/fixture and all wiring and fixtures must be 3-wire and grounded.
- J. Primary power to the temporary lighting may be by means of on site commercial power in a fixed facility or by means of an on site portable generator. Generators must be located at least twenty five feet (25') from the fireworks stand. Location of portable generators must be approved by fire department.

- K. Fuel for portable generators is not allowed to be kept on the premises.
- L. No switches, electrical receptacles (plug ins), or splices are permitted within the stand.
- M. Extension cords to the stand are to be heavy duty, minimum of fifteen (15) amp capacity, and protected from vehicular damage. Romex is not an acceptable extension cord.
- N. All trash shall be removed from the premises and the fireworks stand each evening at the close of business.
- O. No person shall light, or cause or permit to be lighted, any fireworks or any other article or material within any such stand, or within fifty feet (50') thereof.
- P. No alcoholic beverages shall be allowed on the premises. No person who is under the influence of alcoholic beverages shall enter or be allowed into the sales booth.
- Q. Signage will be clearly displayed at each site providing for the fines as specified in section 12-2.20 of this article.
- R. Canopies within twenty five feet (25') of a stand must be labeled by the manufacturer as fire resistive. The total allowable canopy area within twenty five feet (25') of a stand shall be no larger than two hundred (200) square feet.
- S. Canopies within twenty five feet (25') of a stand shall meet the requirements set forth in the California code of regulations title 24, part 9, chapter 24 and title 19, division 1. (Ord. 1650 § 4, 4-6-2004; Ord. 1776, 4-5-2011; Ord. 1799, 11-5-2013)

12-2.13: FIREWORKS STANDS; LOCATIONS:

- A. In no instance shall any fireworks stand be located within a residential zoned district.
- B. No stand shall be located closer than one hundred feet (100') from another. (Ord. 1776, 4-5-2011)

12-2.14: CERTIFICATE OF INSURANCE:

Prior to the issuance of a permit, the eligible organization shall procure a certificate of insurance acceptable to the city. The certificate shall name the city of Porterville, its officers, agents, employees and volunteers as "additional insured". The certificate shall evidence coverage in an amount determined by the city's risk manager; providing, however, the amount shall not be less than one million dollars (\$1,000,000.00) combined bodily injury and property damage for each occurrence, and the deductible, if any, shall not be greater than one thousand dollars (\$1,000.00). The certificate shall specify the time, location, and dates to be covered by the policy. The certificate shall be provided to the fire department no later than five o'clock (5:00) P.M. on the last regular business day in March of the subject year or at such other time as the chief of the fire department may allow. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001; Ord. 1799, 11-5-2013)

12-2.15: STATE FIREWORKS LAW:

The provisions of this article shall be construed so as not to conflict with the state fireworks law. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001)

12-2.16: REVOCATION OF PERMITS:

Any violation of this article or other city laws, or the terms and conditions of the permit, or state laws or administrative regulations, or safety rules of the fire department shall be grounds for the immediate revocation of the permit. All officers, agents, and employees of the eligible organization shall be responsible for compliance with all the provisions of this article. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001)

12-2.17: NONISSUANCE OF PERMITS:

The final decision to issue permits shall rest with the fire chief. In cases such as civil unrest, severe drought conditions, or any other such situation deemed to be harmful or to have the possibility of creating an extreme hazard to persons and/or property the fire chief shall be the final authority in granting permits for fireworks sales. The right to refuse permits to applicants who have violated the regulations in this article in previous years shall also rest with the fire chief. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001)

12-2.18: SEIZURE OF FIREWORKS:

The fire chief shall have the authority to seize, take, remove, or cause to be removed at the expense of the owner, all stocks of fireworks offered or exposed for sale, stored, or held in violation of this article. (Ord. 1776, 4-5-2011)

12-2.19: EXCEPTIONS:

Nothing in this article shall be construed as prohibiting the use of torpedoes, flares, or fuses by railroads or other transportation agencies for signal purposes of illumination; or the sale or use of blank cartridges for ceremonial purposes, athletic, or sports events or military ceremonies or demonstrations; or the sale, discharge or display of fireworks by permittees having a permit as herein provided; or the use and display of fireworks of whatever nature by any person engaged in the production of motion pictures, theatricals, or operas when such use and display is a necessary part of such production; or the transportation of fireworks through the city in regular course, and in original packages or containers from any point outside of the city to any other point outside the city. (Ord. 1330, 5-7-1985; Ord. 1568, 1-19-1999; Ord. 1601, 5-1-2001)

12-2.20: VIOLATIONS; PENALTIES:

A. The maximum fines for any violation related to the improper use, or any violation of the provisions outlined in this Chapter for the manufacture, possession, sale, delivery, use, or discharge of "Safe and Sane" fireworks within the City of Porterville, or any other violation of this Chapter other than the violations set forth in subsection (B) below, or unless otherwise specified in this Chapter, shall be:

1. One-thousand dollars (\$1,000) for the first offense; and

2. Two-thousand five hundred dollars (\$2,500) for the second offense within 36 months of the previous violation; and
3. Five-thousand dollars (\$5,000) for each subsequent offense within 36 months of the previous violation.

B. The maximum fines for the manufacture, possession, sale, delivery, use, or discharge of dangerous fireworks within the city of Porterville shall be:

1. Two-thousand five hundred dollars (\$2,500) for the first offense; and
2. Five-thousand dollars (\$5,000) for the second offense within 36 months of the previous violation; and
3. Ten-thousand dollars (\$10,000) for each subsequent offense within 36 months of the previous violation.

C. Any administrative fine or administrative civil penalty assessed pursuant to this Chapter 12-2, shall provide for cost reimbursement to the Office of the State Fire Marshal and the collection of disposal costs pursuant to Health and Safety Code Section 12557.

D. Chapter 12-2 shall be limited to apply only to a person, organization, group, association, etc., who possesses or the seizure of 25 pounds or less of dangerous fireworks.

E. Any administrative fine or administrative civil penalty collected pursuant to this Chapter 12-2, shall not be subject to Health and Safety Code Section 12706, Disposition of Fines and Forfeitures. (Ord. 1799, 11-5-2013)

12-2.21: SOCIAL HOST:

A. Findings, Intent and Purpose.

1. Findings. The City Council, pursuant to the police powers delegated to it by the California Constitution, has the authority to enact laws which promote the public health, safety and general welfare of its residents. The illegal possession, manufacture, storage, sale, handling, use, and discharge of fireworks, defined as "Dangerous Fireworks" in Section 12-2.1 of this code, on private property is harmful to and creates a threat to public health, safety, quiet enjoyment of residential property and the general welfare. While the discharge of illegal fireworks can be tied to a particular residence or property, it is often difficult to tell who at the residence or property discharged the illegal firework(s). The owner or tenant of the premises is often in the best position to control, and knows or should know of the possession, manufacture, storage, sale, handling, use, or discharge of illegal fireworks on his/her residence or commercial premises. The City Council finds that in too many cases, persons having possession or control of private property where the illegal possession, manufacture, storage, sale, handling and use of fireworks occurs, have failed to ensure that illegal fireworks are not possessed, manufactured, stored, sold, handled, used, or discharged on their property. Furthermore, problems associated with the

illegal possession, manufacture, storage, sale, handling, use and discharge of fireworks are difficult to prevent and deter unless the Fire Chief, Police Chief, or other designated official of the City of Porterville has the legal authority to cite the owner or tenant of the premises where illegal fireworks are possessed, manufactured, stored, sold, handled, used or discharged.

2. Intent. The intent of this section is to protect the public health, safety, quiet enjoyment of residential property, and general welfare, rather than to punish. An ordinance that imposes liability on property owners or tenants for allowing the possession, manufacture, storage, sale, handling or use of illegal fireworks on their property is necessary to deter and prevent such possession, manufacture, storage, sale, handling, use, or discharge and to deter persons who actively and passively aid, allow, or tolerate such activities on their property.

3. Purposes. The purposes of this section are to protect the public health, safety and general welfare, to deter the possession, manufacture, storage, sale, handling, use or discharge of illegal fireworks, and to reduce the costs of providing police, fire, and other emergency response services to areas where illegal fireworks are being possessed, manufactured, stored, sold, handled, used, or discharged. These purposes are implemented by the imposition of a civil money penalty against social hosts (landowners or tenants) who actively or passively aid, allow or tolerate the possession, manufacture, storage, sale, handling, use, or discharge of illegal fireworks on their property.

4. Declaration. For these reasons, the City Council declares that the possession, manufacture, storage, sale, handling, use, or discharge of illegal fireworks is a threat to the peace, health, safety and general welfare of the public. Such actions constitute a public nuisance as they affect at the same time the entire community of the City of Porterville as well as the neighborhoods in which they occur. The nuisance created thereby presents an immediate threat to the public health and safety, warranting summary abatement by the Fire Chief, Police Chief, or other City of Porterville designated official under Government Code Section 38773.

B. Definitions. For the purposes of this section, the following terms shall have the following meanings:

1. "Responsible person" means a person or persons with a right of possession of the residence or other private property at which illegal fireworks are possessed, manufactured, stored, handled, used or discharged, including but not limited to:

a. Any owner of the residence or other private property, meaning the record owner of the title to property as of the time of the possession, manufacture, storage, sale, handling or use of illegal fireworks, wherever that person or entity resides at that time;

b. A tenant or lessee of the residence or other private property at the time when illegal fireworks are possessed, manufactured, stored, handled, used or discharged;

c. The person(s) in charge of the residence or other private property at the time when illegal fireworks are possessed, manufactured, stored, sold, handled, used or discharged;

d. The person(s) who organizes, supervises, officiates, conducts or controls the gathering or any other person(s) accepting responsibility for such a gathering where illegal fireworks are possessed, manufactured, stored, sold, handled, used or discharged.

A responsible person need not be present at the time illegal fireworks are possessed, manufactured, stored, sold, handled, used, or discharged in order for the City of Porterville to impose civil money penalties upon such responsible person. Prior knowledge of the possession, use, manufacture, storage, sale, handling, use, or discharge of illegal fireworks is not prerequisite to a finding that any specific individual is a responsible person as defined by this section.

2. "Residence" or "other private property" means a home, yard, apartment, condominium, hotel or motel room, or other dwelling unit, or a hall, meeting room, office, land or building, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, business, or location for parties or other social functions, and whether owned, leased, rented, or used with or without compensation.

C. Responsibility for Proper Property Management. Every owner, occupant, lessee, tenant or holder of any possessory interest of a residence or other private property within the City of Porterville is required to maintain, manage and supervise the property and all persons thereon in a manner so as not to violate the provision of this section. The owner of the property may remain liable for such violations regardless of any contract or agreement with any third party regarding the property.

D. Penalties for Violation.

1. It is a civil violation of this section, and a public nuisance constituting an immediate threat to public health and safety warranting all remedies otherwise permitted by this Code including but not limited to summary abatement, for any responsible person to conduct or allow illegal possession, manufacture, storage, sale, handling, use, or discharge of fireworks on his/her residential or other private property. Such a violation additionally subjects any and all responsible persons to the civil money penalties specified in Section 12-2.10.B of this code.

2. In the event that a juvenile hosts a gathering at a residence or other private property at which illegal possession, manufacture, storage, sale, handling, use, or discharge of fireworks occurs, then the parents or guardians of that juvenile will be jointly and severally liable for any penalties incurred pursuant to this section.

E. Social host liability.

1. The City, in its discretion, may opt to not hold a private property owner liable under this section for a violation of Sections 12-2.7, 12-2.8, or 12-2.10, on that property if the owner can demonstrate that at the time of such violation if they:

- a. had rented or leased the property to another,
- b. were not present,
- c. had no prior knowledge of, or reason to know of the violation, and
- d. there has been no prior notice of violation or citation issued to the particular occupant at the premises.

2. No person who has the right to use, possess or occupy a unit in a multifamily residential property under a lease, rental agreement or contract shall be liable under this section for violations of Sections 12-2.7, 12-2.8, or 12-2.10 occurring in the common areas of the property, solely on the basis of that right to use, possess or occupy that unit.

3. Nothing in this section shall limit the liability of any social host for a violation of Section 12-2.7, 12-2.8, or 12-2.10 by the social host.

F. Additional Remedies/Penalties. Violations may be deemed a misdemeanor or infraction. Any person who violates any provision of this chapter is guilty of an infraction or a misdemeanor at the discretion of the city attorney. Upon conviction, the person is subject to punishment by as prescribed in Section 1-9 and any other applicable available remedies in this Code. To the fullest extent permitted by law, that person shall also be responsible for all costs associated with the safe disposal of all confiscated fireworks as well as all expenses, costs, fees and fines associated with the investigation of the charges, as well as all expenses and costs associated with any emergency response, by fire, police, building and safety and code enforcement departments as a result of a violation.

G. Administrative citation and fine.

1. A peace officer or code enforcement officer may issue an administrative citation and fine for the violation of any of the provisions of this chapter as provided in Chapter 2, Article XIV of the Porterville Municipal Code, without prior issuance of a notice of violation. In addition to the proscribed penalties, and to the fullest extent permitted by law, the person shall also be responsible for all costs associated with the safe disposal of all confiscated fireworks as well as all expenses, costs, fees and fines associated with the investigation of the charges, as well as all expenses and costs associated with

any emergency response, by fire, police, animal control, building and safety, and code enforcement departments as a result of a violation.

2. The administrative citation fines shall be as defined in Section 12-2.20
3. All administrative citation procedures, including appeal procedures, as set forth in Chapter 2, Article XIV of the Porterville Municipal Code shall be applicable to administrative citations issued for violations of this chapter.

H. Remedies cumulative.

The remedies provided in this chapter are not to be construed as exclusive remedies and, in the event of violation, the city may pursue any proceedings or remedies otherwise provided by law.

I. Assessment against property for unpaid costs.

If the administrative costs and the cost of removal which are charged against the owner of a parcel of land pursuant to Sections 12-2.18, 12-2.20, and this section 12-2.21 are not paid within thirty days of the date of the order, or the final disposition of an appeal therefrom, such costs may be assessed against the parcel of land pursuant to Section 38773.5 of the Government Code and may be transmitted to the tax collector for collection. Said assessment shall have the same priority as other city taxes.

J. Cost assessment.

If the City opts for enforcement pursuant to subsection I. above, City officials investigating the firework abatement matter shall keep an account of the cost of abatement on each separate lot or parcel of land where the work is done. After confirmation of an account report, on or before August 10 of each year, a certified copy of the confirmed report shall be filed with the Tulare County auditor for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. They shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for property taxes. All laws and ordinances applicable to the levy collection and enforcement of city taxes are made applicable to such special assessments, and the lien of said assessment shall have priority of the taxes with which it is collected.

12-2.22: REWARD PROGRAM:

The City Council is authorized to establish, by Resolution, a reward program, using funds consisting of fines collected from firework violations, to pay to individuals providing information leading to the identification and successful criminal or civil prosecution of any person violating the Porterville City Code related to the unlawful possession, use, manufacture, storage, sale, handling, use, or discharge of dangerous fireworks.

SECTION 3. This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED AND ADOPTED this __ day of _____, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 20, 2021

SUBJECT: Ordinance Amending Code Enforcement Regulations Clarifying the Available Remedies for City Code Violations and Providing for a Waiver of the Administrative Citation Hearing Advance Deposit Under Certain Circumstances and Conditions

SOURCE: Administrative Services

COMMENT: At its regular meeting on April 6, 2021, the City Council authorized staff, in coordination with the Council's consideration of amendments to the City's fireworks regulations, to bring forth amendments to the City's various code enforcement regulations.

As previously discussed, these amendments provide for a waiver of the advance deposit (generally the full amount of the administrative citation fine) as a condition to being able to receive an appeal hearing of the citation. Under the proposed amendment, a recipient of a citation who is financially unable to make the advance deposit may file a request and receive a waiver upon providing a sworn affidavit and supporting documentation demonstrating the hardship.

Aside from this addition, revisions were also made to add flexibility and ensure the application of the legal code enforcement cost recovery measures available to the City, including the recovery of legal costs where appropriate, and including the lien and special assessment remedies authorized by State law (Government Code 39773, et seq.) Language has also been added to Section 1-10 that spells out that violators who fail to comply with City notifications can be held responsible for the City's abatement and/or compliance costs, and that these costs include but are not limited to overhead and personnel costs.

Finally, some of the changes reflect legal housekeeping, clean up, and/or reorganization. For example, the references to the separate criminal and civil remedies were moved from the Administrative Citation regulations and set forth in Section 1-9 (general penalties and enforcement), and the "default" maximum infraction fine amounts are referenced in that section to be the same as those specified for administrative fines.

This item is scheduled for a Public Hearing, and staff recommends that the City Council conduct the Public Hearing, consider the attached Ordinance, and approve and give first reading to the Ordinance.

RECOMMENDATION: That the City Council:

1. Conduct the Public Hearing and receive public testimony;
2. Approve the draft Ordinance and give first reading by title only; and
3. Waive further reading and order the Ordinance to print.

ATTACHMENTS:

1. Draft Administrative Citation Ordinance Amendment

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER 1 SECTIONS 1-9 AND 1-10, AND AMENDING CHAPTER 2
ARTICLE IXV, OF THE PORTERVILLE MUNICIPAL CODE RELATED TO
CLARIFICATION OF AVAILABLE REMEDIES FOR CITY CODE VIOLATIONS AND
THE PROVISION OF AN ADMINISTRATIVE CITATION HEARING ADVANCE DEPOSIT
HARDSHIP WAIVER UNDER CERTAIN CONDITIONS

WHEREAS: The City desires to clarify its code enforcement provisions in the Municipal Code in order to provide the fullest amount of flexibility available in order to achieve compliance with its laws and regulations;

WHEREAS: To the extent possible, the City desires that the costs incurred by the City as a result of enforcing code violations be borne by the violators rather than the tax payers of the City;

WHEREAS: The City wishes to ensure that those who wish to appeal an administrative citation but would otherwise be unable to advance the fine prior to the hearing are able to do so; and

WHEREAS: A public hearing was held before the City Council on April 20, 2021, concerning these amendments to its regulations;

THE COUNCIL OF THE CITY OF PORTERVILLE does ordain as follows:

SECTION 1. Section 1-9 of Chapter 1 is amended as follows:

1-9 VIOLATIONS, PENALTIES AND ENFORCEMENT.

A. It shall be unlawful for any person to violate any provision or fail to comply with any requirement of this code.

B. The City intends to secure compliance with the provisions of this Code, and state codes specifically adopted by reference in the applicable Chapters of this Code. To the extent, in the City's lawful discretion, that such compliance may be achieved by less drastic methods of enforcement the following alternate, separate and distinct methods may be utilized. Each method set forth herein is intended to be mutually exclusive and does not prevent concurrent or consecutive methods being used to achieve compliance against continuing violations.

C. Whenever this code makes any act or omission unlawful, it shall include causing, permitting, aiding, abetting, suffering or concealing the fact of such act or omission.

D. Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this code is committed, continued or permitted by such person, and said person may be punished and/or held responsible accordingly. Each and every day any such violations exist constitutes a separate offense.

E. Notwithstanding any other provision of this Code, and state codes specifically adopted by reference in the applicable Chapters of this Code, each violation of the provisions of this Code may be enforced alternatively as follows:

1. Criminal Enforcement: Unless otherwise specified in this Code, any person violating any of the provisions or failing to comply with any of the mandatory requirements of this Code, and state codes specifically adopted by reference in the applicable chapters of this Code, is guilty of a misdemeanor, unless the city makes a determination to prosecute as an infraction with the concurrence of the city attorney. Written citations for misdemeanors may be issued by police officers or by nonsafety employees designated by this Code. Any person convicted of a misdemeanor shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding six (6) months, unless a greater fine is authorized in accordance with applicable laws, or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment. In the alternative and in accord with this section, any person violating any of the provisions or failing to comply with any mandatory requirements of this Code, and state codes specifically adopted by reference in the applicable chapters of this Code, may be prosecuted for an infraction. Written citations for infractions may be issued by police officers or nonsafety employees designated by this code, and unless otherwise set forth in this Code, or unless greater amounts are authorized by applicable state laws, fines shall be assessed in the amounts specified in Section 2-144 of this Code. Unless otherwise specified, any person charged with an infraction shall be subject to Division 17, Chapter 2, Article 2 of the California Vehicle Code as it relates to promises to appear and the fixing of bail.

2. Civil Action: The city attorney, or an attorney hired for such purposes by and at the request of the city council, may institute an action in any court of competent jurisdiction to restrain, enjoin or abate the condition(s) found to be in violation of the provisions of this Code, or state codes specifically adopted by reference in the applicable Chapters of this Code, as provided by law, and/or may seek other available relief as prescribed by applicable law.

3. Nuisance Abatement: Any condition caused or permitted to exist in violation of any of the provisions of this Code shall be deemed a public nuisance and may be, by this City, abated as such pursuant to Section 1-10 and/or the applicable specific provisions of this Code.

4. Administrative Citation: Upon a finding by the city official vested with the authority to enforce the various provisions of the Code, or state codes specifically adopted by reference in the applicable Chapters of this Code, that a violation exists, he or she may issue an administrative citation and proceed with enforcement pursuant to Chapter 2, Article XIV of this Code.

F. In any action, administrative proceeding, or special proceedings for abatement, the prevailing party shall be entitled to its reasonable attorneys' fees. Recovery of attorneys' fees by the prevailing party is limited to those actions or proceedings in which the city elects, at the initiation of that action or proceeding, to seek recovery of its own attorneys' fees.

SECTION 2. Section 1-10 is amended as follows:

1-10 VIOLATIONS OF CODE DEEMED NUISANCES; SUMMARY ABATEMENT.

A. In addition to the code enforcement remedies and penalties provided for in this Code, any condition caused or permitted to exist in violation of any of the provisions of this Code or any code adopted by reference by this Code or any ordinance of the city not included within this Code, or any such threatened violation, shall be deemed a public nuisance and may be, by the City, abated as such, summarily or otherwise; and each day that such condition continues shall be regarded as a new and separate offense.

B. Any such violation or threatened violation as referred to in subsection A above, or any condition caused or permitted to exist in violation of any of the provisions of any code adopted by reference by this Code, or of the provisions of any other city ordinance, shall be deemed a public nuisance which may be abated by the city in a civil judicial action.

C. In accordance with California Government Code Section 38773, the City may summarily abate any nuisance at the expense of the persons creating, causing, committing, or maintaining it and hereby authorizes the expense of the abatement a lien against the property on which it is maintained and a personal obligation against the property owner, in accordance with California Government Code Section 38773.1 or alternatively Section 38773.5.

1. Proceedings pursuant to Section 38773.1: Prior to recording a lien, the City shall provide notice to the owner of record of the parcel of land on which the nuisance is/was maintained, based on the last equalized assessment roll or the supplemental roll, whichever is more current. The notice shall be served in the same manner as summons in a civil action in accordance with the applicable law. If the owner of record, after a diligent search cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of 10 days and publication thereof in a newspaper of general circulation published in the county in which the property is located as required by that section. The lien shall be recorded in the county recorder's office in the county in which the parcel is located and from the date of recording shall have the force, effect, and priority of a judgment lien. The lien shall specify the amount of the lien, the City's name, the date of the abatement order, the street address, the legal description and assessor's parcel number of the affected parcel, and the name and address of the recorded owner of the parcel. The lien may be foreclosed by an action brought by the City for a money judgment. In the event the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in the lien shall be recorded by the City. If the county recorder imposes a fee on the city to reimburse the costs of processing and recording the lien and/or providing notice, the City may recover any such costs from the property owner as part of its foreclosure action to enforce the lien.

2. Alternative Proceedings pursuant to Section 38773.5: As an alternative to the procedure set forth in subsection (1) above, the City may abate a nuisance and make the cost of the abatement a special assessment against the parcel. The City shall provide notice by certified mail to the property owner, if the property owner's identity can be determined from the

county assessor's or county recorder's records. The notice shall be given at the time of imposing the assessment and shall specify that the property may be sold after 3 years by the tax collector for unpaid delinquent assessments. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as provided for ordinary municipal taxes. Subject to the requirements specified in the California Revenue and Taxation Code Section 3691, the City may conduct a sale of vacant residential developed property for which the payment of that assessment is delinquent.

D. Recovery of Abatement Expenses.

1. In addition to any other recovery processes allowed by this Code and other laws and regulations, whenever any person creating, causing, committing or maintaining a public nuisance, pursuant to this Code, has been given notice, by or on behalf of the city attorney or by any other city officer, employee, or policing agent authorized to give such notice, to abate such nuisance or cease and desist from continuing such nuisance or violation of law, and such person fails, refuses, or neglects to comply with the notice within the time specified therein, or if such time is not specified, then within a time reasonably sufficient to enable such compliance, such noncomplying person shall be liable to the City for any and all costs and expenses to the city involved in thereafter abating the nuisance and in obtaining compliance with or enforcing the law as referred to or encompassed within such notice.

2. The costs and expenses referred to in Subsection D.1. above, may include, but are not limited to, any and all direct costs and expenses related to such things as personnel salaries and benefits, operational overhead, rent, interest, fees for experts or consultants, legal costs or expenses, claims against the city arising as a consequence of the nuisance or violation, and procedures associated with collecting moneys due hereunder.

3. The provisions of subsection D.1. of this Section shall also apply to any person who received notice, as specified therein, abated the nuisance or violations, but subsequently allowed or was responsible for a recurrence of the nuisance or violation.

4. Money due to the City pursuant to this Section may be recovered in an appropriate civil action. Alternatively, such liability may be enforced by liens or special assessment proceedings as authorized by subsection C. of this Section.

5. Additionally, recovery of Attorney's fees is authorized in accordance with Municipal Code Section 1-9.F.

SECTION 3. Chapter 2, Article XIV, Section 2-143 is amended as follows:

2-143: AUTHORITY.

A. Issuance of Citation: Any person violating any provision of this Code, or state codes specifically adopted by reference in the applicable chapters of this Code, may be issued an administrative citation by an enforcement officer as provided in this Chapter. A violation of this Code includes, but is not limited to: all violations of this code, and applicable state codes,

ordinances (whether codified or uncoded) or regulations adopted by the city council; or the failure to comply with any condition imposed by any entitlement, permit, agreement or environmental document issued or approved under the provisions of this Code.

B. Each and every day a violation exists may constitute a separate and distinct offense.

C. Civil/Administrative Fine: A civil fine in an amount prescribed by Section 2-144, as otherwise specifically set forth in this Code, or an otherwise permitted by applicable state law, may be assessed by means of an administrative citation issued by the enforcement officer and shall be payable directly to the City.

SECTION 4. Chapter 2, Article XIV, Section 2-144 is amended as follows:

2-144 CIVIL/ADMINISTRATIVE FINES AND ADMINISTRATIVE COSTS.

A. Unless otherwise set forth in this code, or unless greater amounts are authorized in accord with applicable state laws, fines shall be assessed in the amounts specified as follows:

1. A fine not exceeding one hundred dollars (\$100.00) for a first violation;
2. A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same ordinance within twelve (12) months, or five hundred dollars (\$500.00) for building and safety code violations or violations determined by the City to affect the safety of the public.
3. A fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same ordinance within twelve (12) months, or one thousand dollars (\$1,000.00) for building and safety code violations or violations determined by the City to affect the safety of the public.

B. Administrative Costs. An enforcement officer and the hearing officer are authorized to assess any reasonable administrative or legal costs arising out of or related to administrative citations issued pursuant to this Article. Administrative or legal costs may include scheduling and processing of the administrative hearing and all subsequent actions related to the administrative hearing or judicial actions. Administrative costs may include assessments recorded on the tax rolls collected by the Tulare County tax collector and the costs of such recording.

SECTION 5. Section 2-148 of Chapter 2, Article XIV is amended as follows:

2-148 APPEAL OF ADMINISTRATIVE CITATION.

It is the purpose and intent of the city council to afford due process of law to any person who is directly affected by an administrative citation. Due process of law includes adequate notice, an opportunity to participate in an administrative hearing and an adequate explanation of the reasons justifying the administrative citation. These procedures are also intended to establish a forum to efficiently, expeditiously and fairly resolve issues raised in any administrative citation.

A. Any recipient of an administrative citation may contest the citation by completing a request for hearing form, including specifying the basis for the appeal, and returning it to the city within fifteen (15) working days from the date of service of the administrative citation, together with an advance deposit (full amount) of the fine, and any administrative hearing fee if set by Resolution of the City Council, or a request for an advance deposit hardship waiver. A request for hearing form may be obtained from the city finance department. Any administrative citation fine deposited in advance shall be refunded if it is determined, after a hearing, that the person charged in the administrative citation was not the responsible person for the violation(s) or that there was no violation(s) that occurred.

B. Advance Deposit Hardship Waiver.

1. Any recipient of an administrative citation, and who is financially unable to make the advance deposit of the fine and the administrative hearing fee as required, may file a request for an advance deposit hardship waiver.

2. The request shall be filed with the city finance department or other designated department on an advance deposit hardship waiver request form, which is available from the city finance department, at the time of the filing for a request for hearing.

3. The requirement of depositing the full amount of the fine and the administrative hearing fee, as required, shall be stayed until the city finance department makes a determination not to issue the advance deposit hardship waiver.

4. The city finance (or other designated) department may waive the requirement of an advance deposit and issue the advance deposit hardship waiver only if the cited party submits to the city finance department a sworn affidavit, together with any supporting documents or materials, demonstrating to the satisfaction of the department the person's financial inability to deposit with the city the full amount of the fine and the administrative hearing fee in advance of the hearing.

5. If the department determines not to issue an advance deposit hardship waiver, the person shall remit the deposit to the city within 10 days of the date or the first business day thereafter of service of that decision or 30 days from the date of the administrative citation, whichever is later, unless the person shall appeal the decision to the city manager pursuant to this chapter.

6. The department shall issue a written determination listing the reasons for the determination to issue or not issue the advance deposit hardship waiver, which shall be served upon the person who applied for the advanced deposit hardship waiver.

7. Any recipient of an administrative citation may appeal the determination of the department to the city manager by submitting a new request for an advance deposit hardship waiver and returning it to the city within 10 days from the date of service of the city department's determination; otherwise, the department's written determination shall be final.

8. If the city manager determines not to issue an advance deposit hardship waiver, the person shall remit the deposit to the city within 10 days of the date or the first business day thereafter of service of that decision or 45 days from the date of the administrative citation, whichever is later.

9. The city manager shall issue a written determination listing the reasons for the determination to issue or not issue the advance deposit hardship waiver, which shall be served upon the person who applied for the advanced deposit hardship waiver. The written determination of the city manager shall be final.

SECTION 6. Section 2-152 of Chapter 2, Article XIV is amended as follows:

2-152 RECOVERY, COLLECTION AND LIEN PROCEDURES

A. The failure of any person to pay the civil fines assessed by an administrative citation within the time specified on the citation may result in the matter being referred to the department designated by the City, to file a claim with the small claims court. Alternatively, the City may pursue any other legal remedy available pursuant to this Code or other applicable law to collect the civil fines. To the extent permitted by law, the prevailing party shall be entitled to its reasonable attorneys' fees, consistent with Section 1-9.F.

B. In addition to any other legal remedy, as authorized by California Government Code Section 38773.1 and Section 1-10 of this Code, the City may place a lien on property owned by the responsible person/citee in an amount equal to the sum of the fines delinquent for more than ninety days, plus penalties and interest. Imposition of the lien must stem from a citation for the condition or use of real property, or its improvements, owned by the citee. The following procedure shall be utilized, unless otherwise specified in this Code:

1. The City Manager of his or her designee may initiate proceedings to record a lien conforming with the Code if the decision is not appealed.

2. Before recording the lien, a report shall be submitted by the appropriate department to the City Manager/designee stating the amount due and owing.

3. The City Clerk shall schedule a time, date, and place for the City Council to consider the report and any protests or objections to it.

4. The citee shall be served with a hearing notice not less than ten (10) days before the hearing date. The notice must set forth the amount of the delinquent administrative fine, and any penalties and interest that is due. Each citee against whose property an assessment is levied pursuant to this Code may also be assessed an administrative fee in an amount established by city council resolution based on costs incurred in levying the assessment. The administrative fee shall be included in the lien amount approved by the City Council and recorded against the citee's property. If the county recorder imposes a fee on the city to reimburse the costs of processing and recording the lien and/or providing notice, the City may recover any such costs from the property owner as part of its foreclosure action to enforce the lien. Notice shall be delivered first-class mail, postage prepaid, addressed to each citee's address

as it appears on the last equalized assessment rolls or supplemental roll of the County of Tulare, whichever is more current. Service by mail is effective on the date of mailing and failure of citee to actually receive notice does not affect its validity.

5. At the conclusion of the hearing, the City Council may adopt a resolution confirming, discharging, or modifying the lien amount.

6. Recording a Lien: Within thirty (30) days following the City Council's adoption of a resolution imposing a lien, the appropriate shall file same as a judgment lien in the Tulare County Recorder's Office. Before recordation of the lien, the City must give notice to the owner of record of the subject parcel in the manner required by Government Code Section 38773.1(b).

7. As authorized by California Government Code Section 38773.1, the lien may be foreclosed by an action brought by the City for a money judgment.

8. Satisfaction of Lien: In the event the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in the lien shall be recorded by the City.

C. Alternative Proceedings pursuant to Section 38773.5: As an alternative to the procedure set forth in subsection B. above, the City may make fines, which are delinquent for over 90 days, together with any administrative fees and costs, a special assessment against the parcel, in accord with Section 1-10 of this Code. Imposition of the assessment must stem from a citation for the condition or use of real property, or its improvements, owned by the citee. The City shall utilize the same notice and hearing procedures set forth in subsection B and as required under Section 1-10 of this Code.

SECTION 7. In any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this article. The City Council here declares that it would have passed this Ordinance and each section, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 8. This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By:

Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 20, 2021

SUBJECT: Public Hearing to Consider the Transition to Phase III of the City's Water Conservation Plan

SOURCE: Public Works

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

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

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

Through the implementation of mandatory conservation, the City has been able to maintain a cumulative GPCD conservation total reduction of 25.1% (June 2015 through March 2021). In order to maintain conservation reductions while providing flexibility to local residents, it is staff's recommendation that the seasonal changes in the temperature be evaluated and the need to transition from Phase IV to Phase III of the City's Water Conservation Plan (a Mandatory

odd/even 2-day watering week schedule). Staff recommends Council conduct a Public Hearing to discuss moving to Phase III of the City's Water Conservation Plan, which adds an additional day to the watering schedule for outdoor landscape. Phase III is a Mandatory odd/even 2-day watering week schedule, odd addresses would be allowed to water on Tuesday & Saturday and even addresses on Wednesday & Sunday. The City's Water Conservation Plan applies to all water users within the City's service area. Staff's recommendation is to commence with Phase III effective June 1, 2021, and continue this watering schedule through the summer and fall months until November 30, 2021. On December 1, 2021, the City would then transition back to Phase IV of the City's Water Conservation Plan (a Mandatory 1-day watering week schedule).

RECOMMENDATION: That City Council:

1. Conduct the Public Hearing to consider the transition from Phase IV to Phase III of the City's Water Conservation Plan effective June 1, 2021; and
2. Consider directing staff to transition from Phase III to Phase IV effective December 1, 2021.

ATTACHMENTS:

1. Drought Response Phase III Flyer
2. Drought Response Phase IV Flyer
3. Monthly Production Status March 2021
4. Monthly Production Status GPCD March 2021
5. Tulare Basin Precipitation Map - April 13, 2021

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

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



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

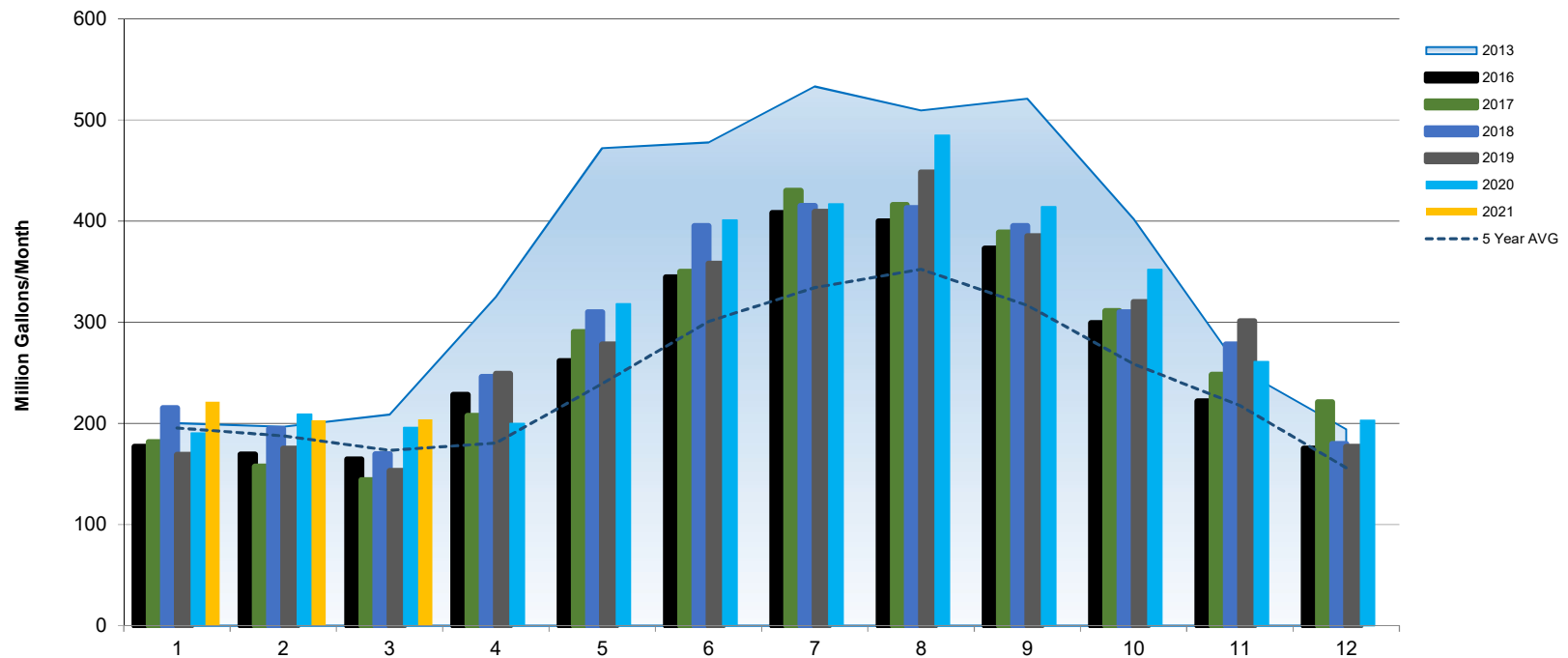
**Vehicles shall only be
washed on designated
watering days and with
hoses equipped with a
shut-off nozzle**

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**

Monthly Production Status & Cumulative Total June 2015 Through March 2021 Production Comparison to 2013 & 5 Year Average

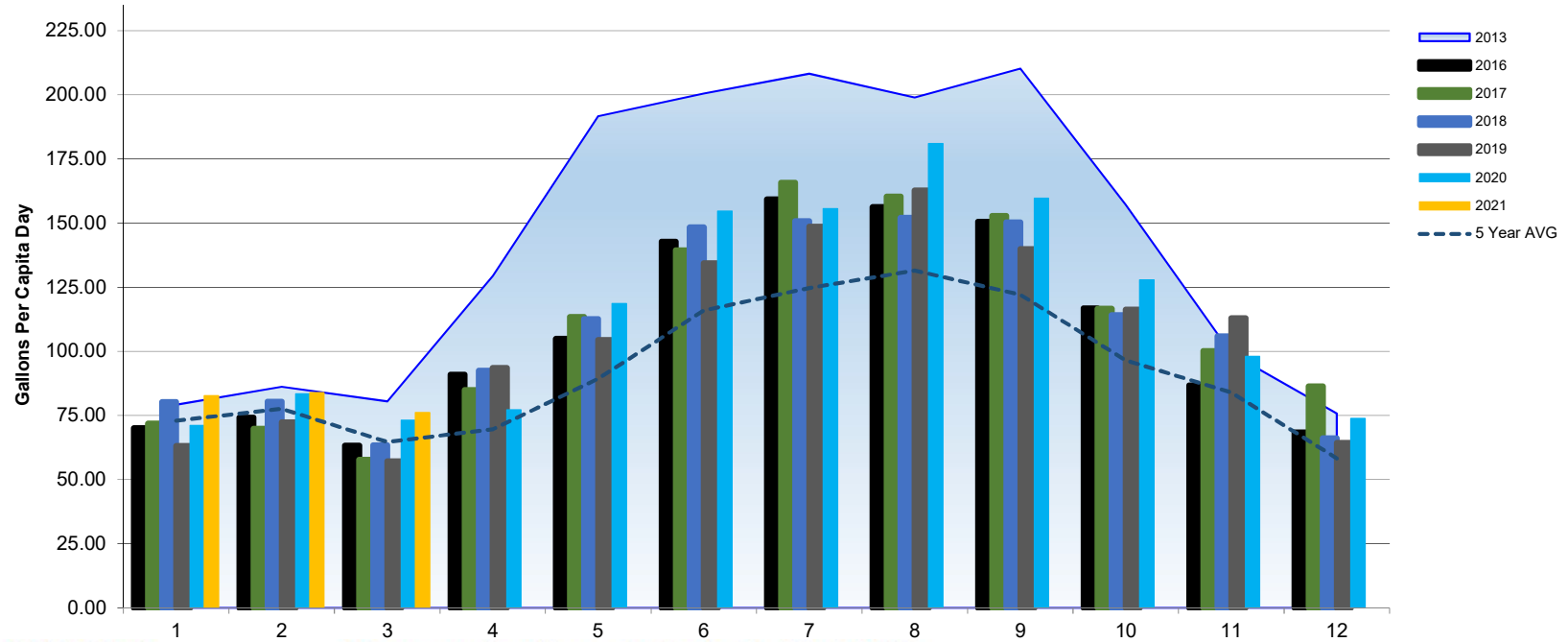


Production Cumulative Total 20.5%

	1	2	3	4	5	6	7	8	9	10	11	12
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	1%	-7%	-13%	-29%	-39%	-26%	-25%	-24%	-29%	-27%	7%	-13%
2019	-16%	-11%	-27%	-23%	-41%	-25%	-23%	-12%	-26%	-20%	19%	-9%
2020	-5%	6%	-6%	-38%	-33%	-16%	-22%	-5%	-21%	-13%	3%	5%
2021	11%	3%	-2%									

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
March 2021 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



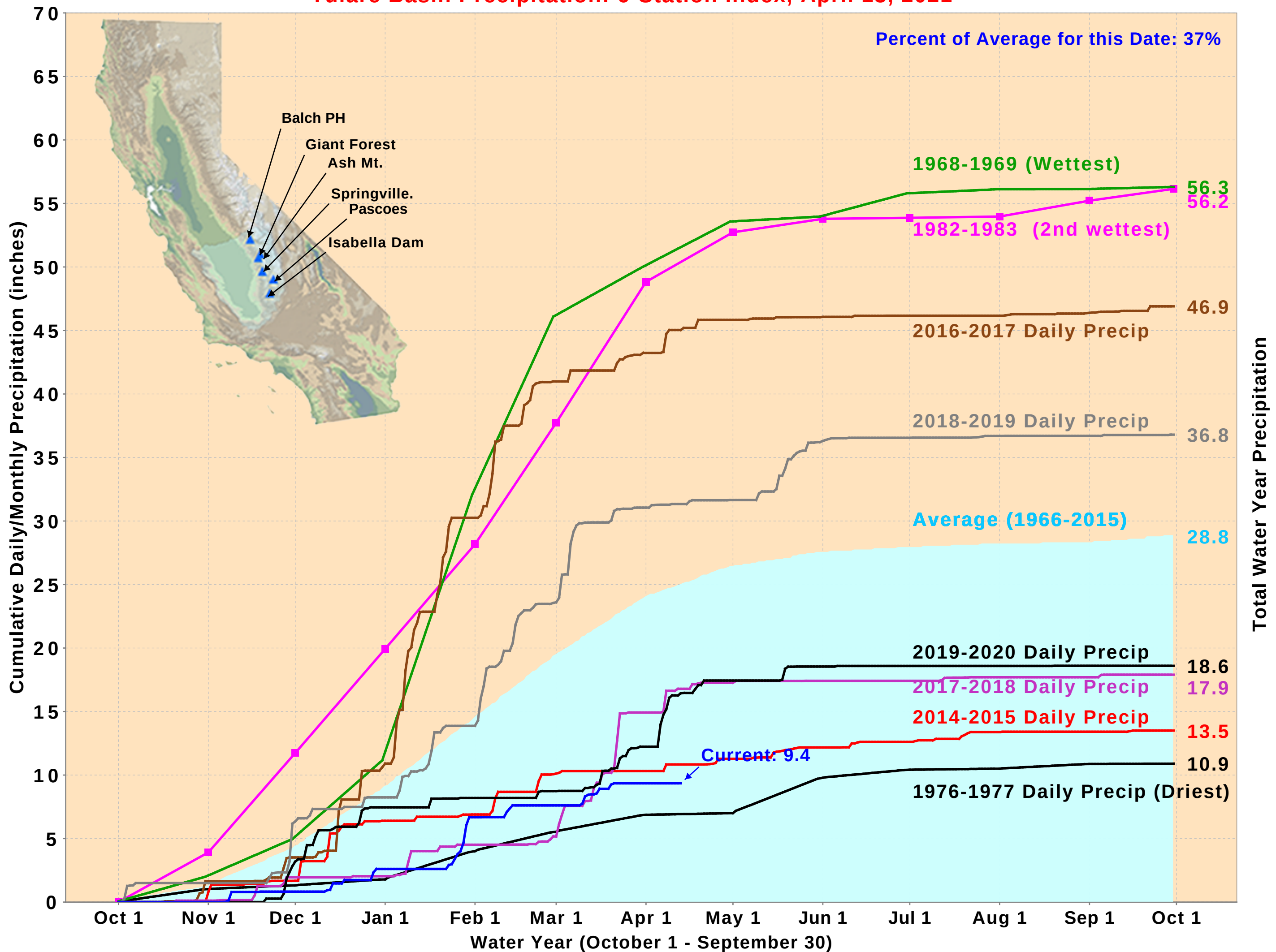
GPCD

Cumulative Total 25.1%

	2016	-12%	-14%	-21%	-30%	-45%	-29%	-24%	-21%	-28%	-26%	-13%	-10%
	2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
	2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
	2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%	-15%
	2020	-10%	-3%	-9%	-40%	-38%	-23%	-25%	-9%	-24%	-19%	-1%	-3%
	2021	4%	-3%	-5%									

Percent Comparison to 2013 Production

Tulare Basin Precipitation: 6-Station Index, April 13, 2021





CITY COUNCIL AGENDA – APRIL 20, 2021

SUBJECT: Community Development Block Grant Substantial Amendment to the 2020 Consolidated Plan and 2020/2021 Action Plan

SOURCE: Community Development

COMMENT: As an entitlement grantee, the City of Porterville (City) receives federal formula Community Development Block Grant (CDBG) funds through the U.S. Department of Housing and Urban Development (HUD). This entitlement provides the City with an annual direct grant, to provide decent affordable housing, a suitable living environment and to expand economic opportunities, primarily for low to moderate income (LMI) persons/households.

As presented to the City Council at its meeting on March 2, 2021, an amendment to the 2020 Consolidated Plan and first year 2020/21 Action Plan (approved on April 21, 2020) is being proposed. The amendment is provided as Exhibit A to the draft Resolution.

The City is currently in negotiations for the sale of the Heritage Center (appraised at \$1,850,000). The funds from the sale will be used for the repayment of the Section 108 Loan that was used for the development of that site and it is expected that approximately \$900,000 in CDBG Program Income (PI) will be generated. The generated PI will be more than twenty-five percent (25%) of the City's annual allocation, triggering a substantial amendment in order to use the funds.

In response to the public outreach conducted, the amendment proposes to add a Multi-Sports Field Improvement Project activity, to be used by youth in the community, on property in an eligible census tract. At its meeting on March 2, 2021, staff presented to Council one City owned property for consideration; however, other properties in eligible census tracts can be considered, if better suited for the project.

The proposed project has an estimated cost of \$1,500,000 that could include lighted artificial turf arena soccer fields and an all-weather surface multi-use court with a shade cover. Space can be reserved for the Youth Center students, after school, during normal Youth Center hours of operation, to allow for those proceeds from the sale of the Heritage Center to be for the benefit of the youth. This would position the City to spend its funds in compliance with the 1.5 timeliness test that CDBG funds are subject to. This could become a multi-phase project spanning over several years, by potentially adding future CDBG entitlement funds and leveraging other funding sources.

Due to Executive Order N-29-20, signed on March 17, 2020, school closures, and in an effort to protect public health and slow the rate of transmission of COVID-19, the Youth Center did not open for FY 2020/2021. The proposed amendment includes a recommendation to cancel the City Operated Youth Center activity (Youth Center) for the FY 2020/2021. The recommendation is to reprogram the funds from the Youth Center in the amount of \$110,875 to the Business Assistance Loan Program and make the funds available to CDBG-CV funded activities. Staff recommends adding a contingency to allow for a portion of the funds to be reprogrammed back to Youth Center activity if schools reopen, social distancing mandates allow for the reopening of the Youth Center and the funds have not been expended or obligated to a business loan.

Additionally, the City's entitlement allocation for PY 2020/2021 was reduced from \$831,420 to \$831,294. To reflect this change for this program year, a minor amendment is triggered, which does not require a Public Hearing but is also being included in this amendment process. This reduction of \$126.00 from the entitlement grant received for Program Year 2020/21 is proposed to be reflected in the Parks Improvement Program.

The proposed budget for the substantial amendments described above is included in Exhibit A to the draft Resolution as Attachment 1.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving the proposed substantial and minor amendments to the 2020 Consolidated Plan and 2020/2021 Action Plan; and
2. Direct staff to submit the amendment to the 2020 Consolidated Plan and 2020/2021 Action Plan to HUD.

ATTACHMENTS:

1. CDBG 2020 Consolidated Plan and Action Plan Substantial Amendment
2. CDBG 2020 Consolidated Plan and Action Plan Substantial Amendment Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBSTANTIAL AMENDMENT TO THE 2020 CONSOLIDATED PLAN AND THE
2020/2021 ANNUAL ACTION PLAN

A. EXECUTIVE SUMMARY

The U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities receiving Community Development Block Grant (CDBG) funds, such as the City of Porterville (City), to prepare and submit a Consolidated Plan every five years to establish a unified, strategic vision for economic development, housing and community development actions. The Consolidated Plan encompasses the analysis of local community needs and coordinates appropriate responses to those needs and priorities. The Porterville City Council adopted the current 2020-2024 Five Year Consolidated Plan on April 7, 2020.

The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. The City must submit an Annual Action Plan to HUD by no later than May 15th of each year during the five-year period.

Per the City's Citizen Participation Plan, a Substantial Amendment to an Annual Action Plan is required when a "substantial" change is proposed, which includes:

- The addition of a new activity or priority;
- A change in the nature of an activity, its location, or its target population; or
- A change of more than 25 percent of the annual allocation.

This Substantial Amendment to the 2020/2021 Action Plans is necessary because the City is proposing to change more than 25 percent of the amount of the entitlement allocation, a change of use of funds, and adding an activity, as described in Section C.

B. CITIZEN PARTICIPATION

A Notice of Public Hearing and a 30-day public review period is being published in the Porterville Recorder and Noticiero Semanal on March 19, 2021 informing the public of the proposed Substantial Amendment and inviting comments at the public hearing. The public review period will begin on March 19, 2021 and end on April 20, 2021. Citizens are able to review copies of the Draft Substantial Amendment electronically on the City's website at www.ci.porterville.ca.us or in person at City Hall, 291 N. Main St, Porterville CA. On April 20, 2021, the Porterville City Council will be hearing public comments regarding the Substantial Amendment.

C. CHANGES TO THE 2020 5-YEAR CONSOLIDATED PLAN AND 2020/2021 ANNUAL ACTION PLAN ACTIVITIES

The Substantial Amendment Proposes to:

1. Cancel the City Operated Youth Center activity (Youth Center) for the FY 2020/2021. Due the Executive Order N-29-20, signed on March 17, 2020, school closures and in an effort to protect public health and slow the rate of transmission of COVID-19, the Youth Center did not open for FY 2020/2021.
2. Reprogram funds from the Youth Center in the amount of \$110,875 to the Business Assistance Loan Program and make the funds available to CDBG-CV funded activities.
3. Reopen the Youth Center Activity and return the Reprogrammed funds (or a portion of the funds), if in FY2020/2021:
 - a. schools reopen;
 - b. social distancing mandates allow for the reopening of the Youth Center; and
 - c. the funds have not been expended or obligated to a business loan.
4. Sell the Heritage Center, located at 256 E. Orange Ave, Porterville CA 93257. In 2001, the City of Porterville received a Section 108 Loan to construct the Heritage Center. The City of Porterville is currently in negotiations for the Sale of the Heritage Center as noticed on the Public Notice dated August 8, 2020 (Attachment 1). A change in use of funds will be triggered by the sale of the Heritage Center. The most recent appraised value of the Heritage Center is \$1,850,000.
5. Repay the Section 108 loan, secured by the Heritage Center. The repayment of the Section 108 Loan that was used for the development of that site is paid off, and expected to generate approximately \$900,000 in CDBG Program Income (PI).
6. Add the Multi-Sports Field Improvement Project from the Program Income generated from the sale of the Heritage center (estimated at \$900,000).
 - a. The City is required to exercise “Timely Performance” in the expenditure of funds. In accordance with the CDBG regulations at 24 CFR 570.902, the City must have a balance no greater than one and one-half (1.5) times its annual grant remaining in the Line of Credit (LOC), 60 days prior to the end of the program year. In order to meet this performance measure, the City of Porterville will need to expend and draw funds from its LOC, within the Integrated Disbursement and Information System (IDIS) and reflected in the Line of Credit Control System (LOCCS), the U.S. Department of Housing and Urban Development's (HUD) primary grant disbursement system by May 2nd of each year.
 - b. In response to public comment received for the use of PI funds, to be used for the youth in the community, research was completed on feasible projects that can meet that timeframe. The City owns approximately 11.6 acres of undeveloped property (Attachment 2) in an eligible census tract, (Attachment 3) to the north of the Heritage Center that was previously planned for athletic fields which can be utilized for the development of multi-sports fields and other amenities. This can incorporate a multi-use court to be reserved for the Youth Center students, after school during normal Youth Center hours of operation. Some of the site amenities may include, but not be limited to

a restroom/concession/storage building, spectator viewing and scoreboards. This is one of the sites being considered, however all similar/possible properties within eligible census tracts are being explored to determine the best option for this project.

- c. This could be turned into a multi-phase project spanning over several years by potentially adding other funding sources to leverage future CDBG entitlement funds for continued development of the site. Some examples of future site amenities that could be added annually with those funds are: bike/pedestrian trail/tract around the perimeter of the area, more arenas, a team warm-up area and a fitness challenge course.
7. Reduce the PY 2020/21 Entitlement allocation. In a letter dated December 17, 2020, received from HUD, the City was notified that the PY 2020/2021 entitlement allocation would be reduced from \$831,420 to \$831,294. To reflect this change for this program year, a minor amendment is triggered, which does not require a public hearing but is also being included in this amendment process. This reduction of \$126.00 from the entitlement grant received for Program Year 2020/21 is proposed to be reflected in the Parks Improvement Program.

PROPOSED BUDGET

AVAILABLE FUNDS

	2020 AP	Amendment	Change
Entitlement Allocation	831,420	831,294	(126)
Program Income From Sale of Heritage Center*	-	900,000	900,000

FUNDING REPROGRAMMING

	2020 AP	Amendment	Change
Multi-Sport Field Improvement Program*	-	900,000	900,000
City Operated Youth Center	110,875	-	(110,875)
Business Assistance Programs	40,000	150,875	110,875
Parks Improvement Program	66,673	66,547	(126)

** This is an estimate and any change will be reflected in the Multi-Sport Field Improvement Program*

D. PUBLIC COMMENTS

30-Day Public Review & Comment Period

The public comments received for the review period will be updated in this section after the review period is over. However, a comment came in before the public hearing on April 20, 2021, and changes as a result of the comment are being incorporated to the document presented at the public hearing to provide clarity.

Comment 1: Is the City owned land identified in the amended plan to be used for the Multi-Use Sports Field, the only location being considered for this project?

Response: The 11.6 Acres identified in the plan amendment is one option, however there are other locations that the City can consider within an eligible census tract, therefore item 6(b) has been updated with the following language to provide clarity, “This is one of the sites being considered, however all similar/possible properties within eligible census tracts are being explored to determine the best option for this project.”

Attachment 1: Public Notice for Sale of Heritage Center

*In the Superior Court of the State of California
In and for the County of Tulare*

PUBLIC NOTICE

**COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM
PROPOSED CHANGE OF USE AND SALE OF REAL PROPERTY SECURED BY SECTION 108 LOAN**

NOTICE IS HEREBY GIVEN that the City of Porterville is proposing to change the use of with an intent to sell certain real property, which was acquired with federal Section 108 (CDBG) funds, which served the national objective of benefit to persons of low and moderate income under the Public Improvements and Facilities Activity.

The real property ("Property") is known as the Heritage Center and is located at 256 E Orange Ave, Porterville CA 93257. APN 261-150-056 & Parking Lot APN 261-150-057. The property includes a 10,045-square-foot community center facility on a 3.79-acre site along with an adjacent 1.05-acre parcel that is improved as a surface parking lot for use by the neighboring Santa Fe Elementary School. The City with PUSD utilized Section 108 Loan CDBG funds to acquire the property.

This community center was built in collaboration with and adjacent to the PUSD construction of the Santa Fe Elementary School. The Heritage Center was developed with a Section 108 loan. Due to the immensely successful dual immersion program, PUSD has requested to purchase the Heritage Center to expand and meet the growing needs of the program. The City has been in contact with the U.S. Department of Housing and Urban Development (HUD) San Francisco office since receiving the request from PUSD to purchase the facility.

Community Development Block Grant (CDBG) funds through the Section 108 Loan were used in the development of the Heritage Center and therefore, activities on the property must continue to meet a National Objective. It has been determined that a National Objective of Low Moderate Area Benefit could be met if the school district were to become the new owner. At this time, the City of Porterville, is in communication with HUD to sell the Heritage Center, fulfill the City's Section 108 Loan obligations and determine the requirements for surplus funds from the sale, if any.

A substantial amendment to the Five year CDBG consolidated plan may be needed in the future to reallocate the CDBG Entitlement funds that are obligated to the repayment of the Section 108 loan and to allocate the surplus funds as a result of the sale.

Public comments on the proposed change in use will be accepted by the City from August 8, 2020 through September 8, 2020. In an effort to adhere to the social distancing mandates, comments will be accepted via email to housing@ci.porterville.ca.us. Questions regarding this matter may also be directed to Jason Ridenour at (559) 782-7460.

00077059
Aug. 8, 1-T

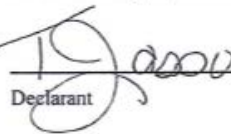
State of California

SS.

County of Tulare

Declarant says:

That at all times herein mentioned Declarant is and was a resident of said County of Tulare, over the age of twenty-one years; not a party to nor interested in the within matter; that Declarant is now and was at all times herein mentioned the Principal Clerk of the Porterville Recorder, a daily newspaper, which said newspaper was adjudged a newspaper of general circulation on October 15, 1951, by Superior Court Order No. 42369 as entered in Book 57 Page 384 of said Court; and that said newspaper is printed and published every day except Sunday published LEGAL NOTICE in said newspaper, Aug. 8, 2020 and that such publication was made in the regular issues of said paper (and not in any supplemental edition or extra thereof). I declare under penalty of perjury that the foregoing is true and correct. Executed Aug. 8, 2020 at Porterville, California.


Declarant

Attachment 2: City Owned Undeveloped Property Possible Site

Locator Map



City Property
Heritage Center Area

 Project Location

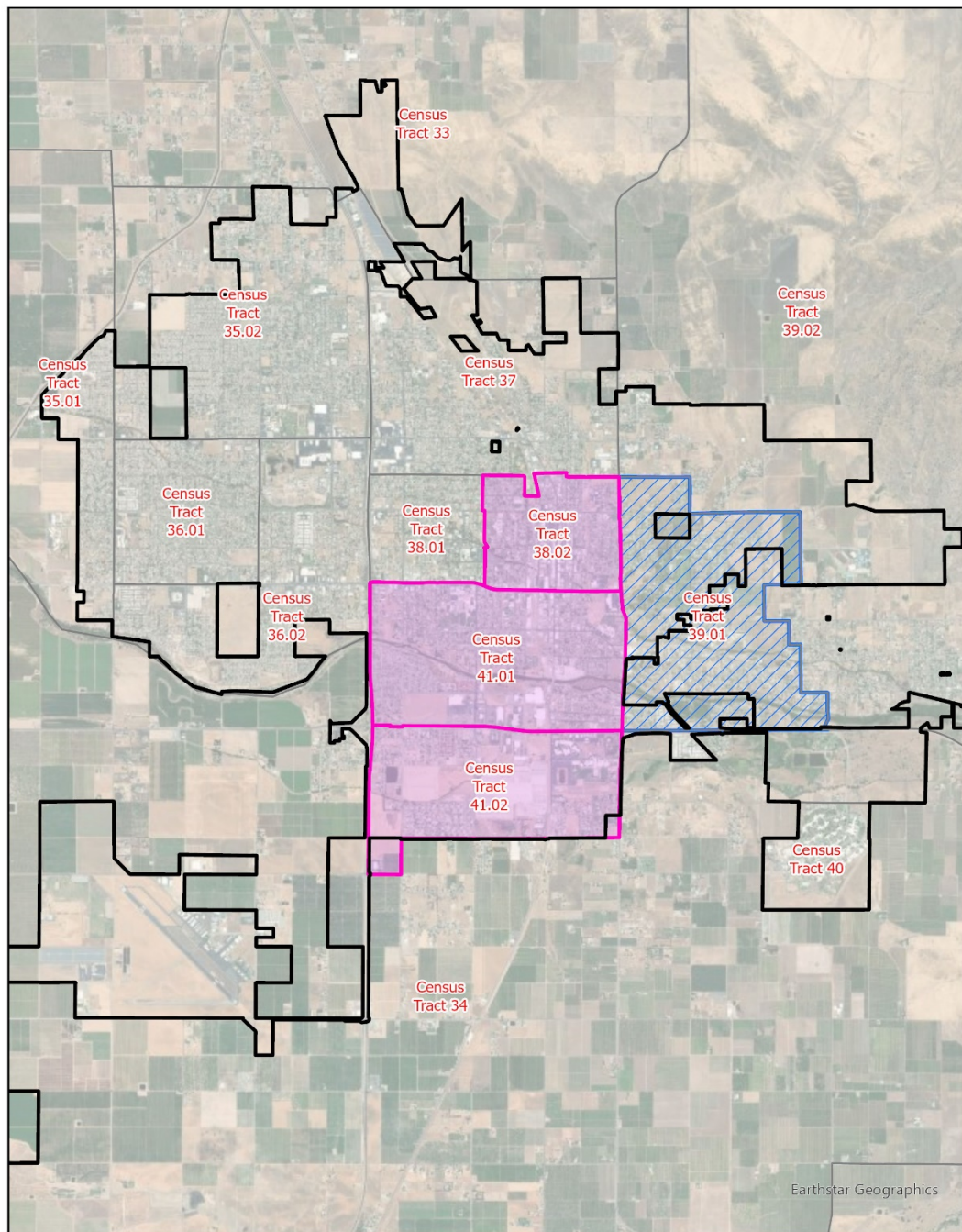
1 in = 400 feet

Date Printed: 2/23/2021 by the Community Development Department



Attachment 3: CDBG Eligible Census Tracts

Eligible Tracts Map



- | | |
|---|---|
|  Eligible for 2021 |  City Limits |
|  Eligible Tracts |  Census Tracts |

1 in = 5,000 feet



Date Printed: 3/11/2021 by the Community Development Department

RESOLUTION NO ____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE 2020 CONSOLIDATED PLAN AND 2020/2021 ACTION PLAN
AMENDMENT AND PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDS

BE IT HEREBY RESOLVED that the City Council of the City of Porterville does hereby approve the 2020 Consolidated Plan and 2020/2021 Action Plan Amendment, attached as Exhibit A, and proposed use of Community Development Block Grant Funds with a proposed changes for the 2020/2021 Program Year Entitlement and Program Income Allocations as follows:

Previously Approved

Entitlement Allocation	\$ 831,420
Program Income from Sale of Heritage Center*	\$ 0
Multi-Sport Field Improvement Program*	\$ 0
City Operated Youth Center	\$ 110,875
Business Assistance Programs	\$ 40,000
Parks Improvement Program	\$ 66,673

Amendment

Entitlement Allocation	\$ 831,420
Program Income from Sale of Heritage Center*	\$ 900,000
Multi-Sport Field Improvement Program*	\$ 900,000
City Operated Youth Center	\$ 0
Business Assistance Programs	\$ 150,875
Parks Improvement Program	\$ 66,547

**The repayment of the Section 108 Loan that was used for the development of the Heritage Center pay-off is expected to generate approximately \$900,000 in CDBG Program Income (PI). This is an estimate and any change will be reflected in the Multi-Sport Field Improvement Program.*

PASSED, APPROVED AND ADOPTED this 20th day of April, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 20, 2021

SUBJECT: Community Development Block Grant 2021-2022 Action Plan

SOURCE: Community Development

COMMENT: The U.S. Department of Housing and Urban Development (HUD) requires all Community Development Block Grant (CDBG) entitlement cities to prepare a three- or five-year Consolidated Plan. Porterville's 2020 Five-Year Consolidated Plan was adopted by the City Council at its meeting on April 21, 2020, and subsequently submitted to and approved by HUD. This 2021/2022 Action Plan reflects the second year investment plan within the scope of the Consolidated Plan. Action Plans are required to be submitted to HUD forty-five (45) days prior to the start of the program year. HUD has sent out a memo informing the City of its expected entitlement grant.

The Action Plan, (Exhibit A to the draft Resolution), identifies activities the City would undertake during the next year to address priority needs of lower income households. Proposed activities are designed to benefit lower income households by maintaining affordable housing, achieving public housing improvements, removing barriers to affordable housing, evaluating and reducing lead-based hazards, reducing the number of households with incomes below the poverty line, improving job availability, enhancing the institutional structure to address the needs of lower income households, addressing obstacles to meeting underserved needs, and enhancing coordination between public and private housing and social service agencies.

The Action Plan presents ongoing and proposed CDBG funded programs for the Fiscal Year beginning July 1, 2021, through June 30, 2022. Staff has used the announced Entitlement Grant of \$855,634 to draft the budget for the Action Plan for a variety of programs and projects accompanied by program income generated by the First-Time Low Income Home Buyer Program, the Owner Occupied Housing Rehabilitation and Public Utility Program, and the Business Assistance Loan Program.

The table below provides an overview of the entitlement funding allocation as presented to the Citizens Advisory and Housing Opportunity Committee.

Administration	\$171,126.00
City-Operated Youth Center	\$100,000.00
Case Management for PSH-FSTC	\$15,000.00
LINC Services-KTHA	\$5,000.00

Homebuyer Education	\$1,805.10
Parks Improvement Program	\$127,078.65
Multi-Sports Field Improvement Project	\$290,624.25
Curb, Gutter, Sidewalk Project	\$130,000.00
Fair Housing Program	\$15,000.00
Total Funding	\$855,634.00

On February 11, 2021, the first community meeting was held to bring recommendations and comments from the community before the CDBG Citizens' Advisory and Housing Opportunity Committee (Committee). On February 25, 2021, the Committee held the first Public Hearing to consider the proposed projects for the 2021/2022 Action Plan. The Committee unanimously recommended approval of the proposed Action Plan, as presented. Public notices were published in both English and Spanish for the above mentioned Public Hearing. A public notice was also published in both English and Spanish announcing the thirty-day comment and review period which ends April 20, 2021. No written comments were received from the public as of the writing of this staff report, other than a clarification in regards to Park Improvement funds being allowed for the use of the Multi-Use Sports Field Improvement Project and the location of the project. Clarification has been added to AP-05 (5) Summary of Public comments section of the Draft document to provide clarification.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving the 2021/22 Action Plan; and
2. Direct staff to submit the 2021/22 Action Plan to HUD.

ATTACHMENTS:

1. 2021-22 CDBG Action Plan Draft
2. 2021-22 CDBG Action Plan Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE



COMMUNITY DEVELOPMENT BLOCK GRANT 2021-2022 ANNUAL ACTION PLAN

DRAFT

ENTITLEMENT APPLICATION

PUBLIC HEARING APRIL 20, 2021

Changes as a result of comments/questions received during the 30-Day Comment Period and before the Public Hearing City Council documents were prepared are marked in red, in order to allow for easier identification.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Porterville (City) is an Entitlement Jurisdiction that receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to invest in local communities. The City receives HUD funding under the Community Development Block Grant (CDBG) Program, which is designed to assist low- and moderate-income (LMI) households.

The primary objective of the CDBG program is to develop viable communities through the provision of decent housing, a suitable living environment, and expanded economic opportunities. CDBG grantees are eligible to use the resources they receive for Planning and Administration, Public Services, Community and Economic Development, Capital Improvement Projects (CIP) Public Facilities/Infrastructure, and CIP Housing Rehabilitation. Planning and Administration costs include staffing, general management, oversight and coordination. Public Service projects provide social services and/or other direct support to individuals and households in need of assistance. Community and Economic Development projects are focused on assisting businesses and organizations with small business loans, and other initiatives. CIP Public Facilities/Infrastructure projects are those which aim to improve public facilities and infrastructure. CIP Housing Rehabilitation projects are for housing rehabilitation improvements of single and multi-unit housing. The City anticipates \$855,634 in CDBG funding for FY 2021/2022.

Additionally, a map of eligible census tracts (Attachment 1 at the end of AP-05 section: Map of Low-Mod Census Tracts) is included to reflect the addition of Census Tract 39.01, which was not part of the approved 5 year Consolidated Plan. Effective January 1, 2021, Census Tract 39.01 was added as an eligible tract based on the HUD Eligible Census Tract Table Generator, <https://www.huduser.gov/portal/qct/screen2.html>. This will be an expanded area where CDBG funds can be used for FY 2021/2020.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The Action Plan incorporates outcome measures identified in the Consolidated Plan. Activities are selected in accordance with the Federal Register Notice dated March 7, 2006, which require the following Performance Measure Objectives/Outcomes to be associated with each activity funded:

General Objective Categories: Activities will meet one of the following:

Decent Housing (DH)

A Suitable Living Environment (SL)

Economic Opportunity (EO)

Outcome Categories: Activities will meet one of the following:

Availability/Accessibility

Affordability Sustainability

1	Goal Name	Affordable Housing
	Goal Description	Public service activities for Low/Moderate Income Housing Benefit. The City will continue to support programs that provide decent housing options for low income households.
2	Goal Name	Homelessness
	Goal Description	The City will continue to support programs for the homeless population.
3	Goal Name	Strengthening Neighborhoods
	Goal Description	The City will improve public infrastructure and community services that will benefit residents.
4	Goal Name	Economic Development
	Goal Description	The City will fund activities that contribute to the success of local Large, Small and Microenterprise businesses.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City is responsible for ensuring compliance with all rules and regulations associated with the CDBG entitlement grant programs. The City's Annual Action Plans and Consolidated Annual Performance Reports (CAPER) have provided many details about the goals, projects, and programs completed by the City since 1982.

The City recognizes that the evaluation of past performance is critical to ensure the City and its sub-recipients are implementing activities effectively and that those activities align with the City's overall strategies and goals. The production of programs and systems are evaluated annually.

Goals for future projects were set in the 2020-2024 Consolidated Plan, by evaluating the success of existing programs as well as the needs that exist in the community. The City will look for ways to improve living conditions, eliminate slum and blight, and improve public facilities.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan. (This section will be updated after the final public hearing on 4/20/2021, to incorporate all comments and consultations)

To maximize participation in the preparation of the 2021/2022 Action Plan, the City held a community meeting on February 11, 2021, designed and administered a community needs survey, held a public hearing on February 25, 2021, will hold a second public hearing on April 20, 2021, and conducted outreach by email, social media and committee meetings. The purpose is to inform and seek input on the City's housing and community development needs and proposed use of funds to achieve objectives, priorities, and actions for addressing those needs during FY 2021/2022. Views obtained during these hearings will be considered for the final Action Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Community Meeting February 11, 2021 *(Virtual Zoom Meeting)*

Community feedback received during the community meeting and surveys prior to the first public hearing, for continued support for Housing Programs, Public Service Programs, Business Assistance Programs, Public Facilities, Public Service programs, and Community Benefit Programs. Support for new park improvement projects, homeless service and youth services were also noted in the surveys completed. A total of 13 people attended this virtual meeting. All feedback was gathered and presented to the CDBG Citizens Participation and Housing Advisory Committee meeting on February 25, 2021. One community member advocated for youth services.

CDBG Advisory and Housing Committee Meeting and Public Hearing February 25, 2021

(Virtual Zoom meeting to comply with Federal, State and Local social distancing mandates.)

Surveys prior to the first public hearing were in favor of continued support for existing Housing Programs, Homeless Prevention Programs, Business Assistance Programs, and Neighborhood Improvement Programs. Support for the use of CDBG funds for park improvement projects, homeless services, and youth recreation services were also noted in the surveys completed. Additionally, 1 community member advocated for increased funding to address homelessness. No comments were rejected, although staff did make note of the public services cap. The committee evaluated the suggestion received at the meeting in making its final determinations for funding to be communicated to the City Council. There were 20 attendees at the meeting.

City Council Work Session

Staff presented outreach results from the community meeting, survey and 1st Public Hearing. Council provided their input on ideas and budget allocations.

30-Day Public Review & Comment Period

The public comments received for the review period will be updated in this section after the review period is over. However, some comments came in before the public hearing on April 20, 2021 and changes as a result of the comments are being incorporated to the document presented at the public hearing to provide clarity.

Comment 1: Is the City owned land identified in the plan to be used for the Multi-Use Sports Field, the only location being considered for this project?

Response: The 11.6 Acres identified in the plan amendment is one option, however there are other locations that the City can consider within an eligible census tract, therefore the location description was left as TBD and after receiving the comment, “or a similar property located in an eligible census tract” was added to Multi-Use Sports Field Improvement Project description to provide clarification.

Comment 2: If the Multi-Use Sports Field Improvement Project is a park program, can the Parks Improvement funds be used for that project?

Response: The Multi- use Sports Field is an activity under the Park Improvement Program and the following has been added to the Parks Improvement Program description to provide clarification: “These funds may also be used for the Multi-Use Sports Field Improvement Project, since it is also a park project, except that it was given its own activity number due to the large dollar amount that is expected to be allocated, from Program Income generated from the sale of the Heritage Center.”

Public Hearing April 20, 2021

Any public comment received during this meeting will be included in this section.

Electronic Outreach

There were 6,782 people reached through social media, and 410 entities were reached through electronic correspondence and newsletters.

Survey Results

A Community Survey was distributed at virtual meetings and the link to the electronic survey was provided when information was distributed electronically. A paper copy was also available at the public counter of City Hall. A total of 57 survey responses were received and a summary of those responses is included in See Appendix 2.

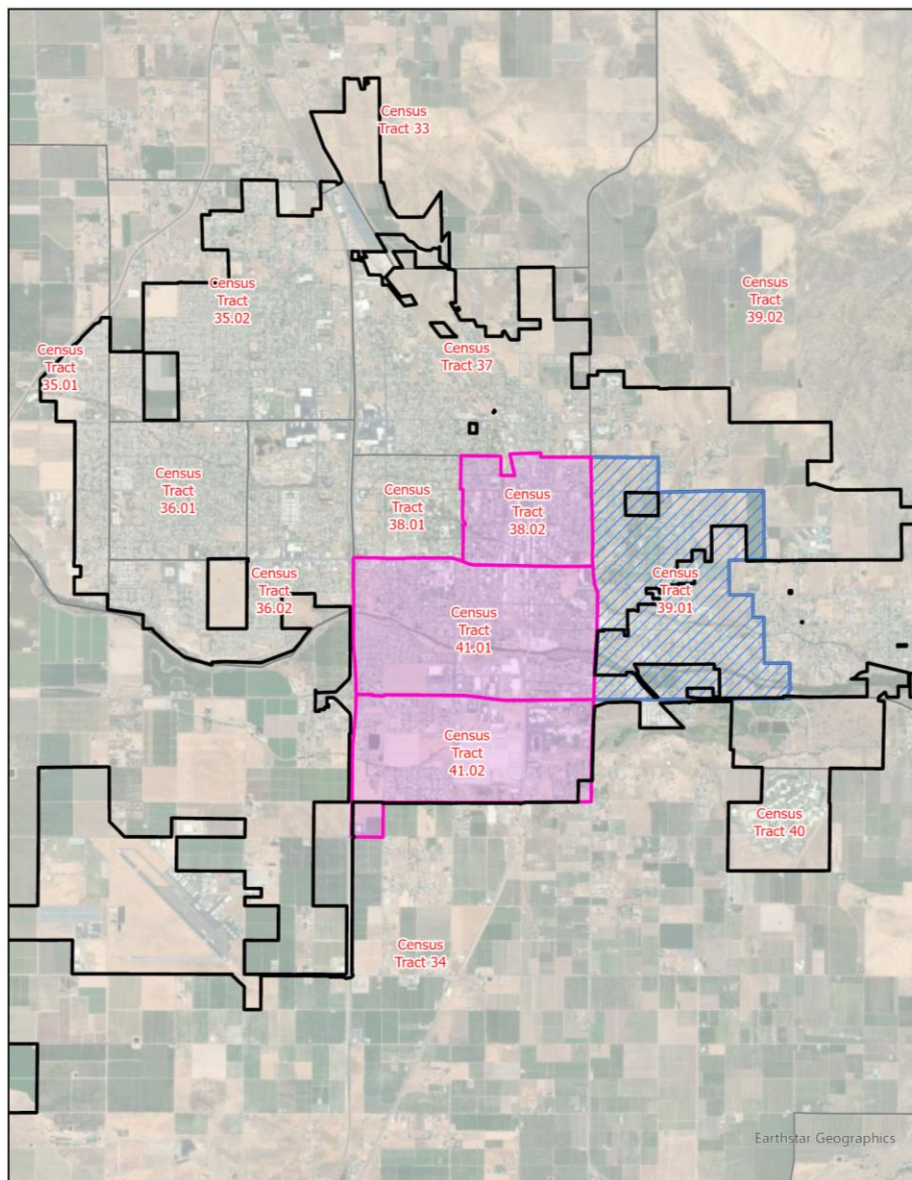
6. Summary of comments or views not accepted and the reasons for not accepting them

There are none at this time. Any Public Comment will be updated in this section.

7. Summary

The 2021/22 Action plan follows the established 2020-2024 Goals, and takes into account new comments from the Community Development Block Grant Advisory and Housing Opportunity Committee recommendation to City Council as well as any other public comments received during the development of the plan.

Eligible Tracts Map



Eligible for 2021
 City Limits
 Eligible Tracts
 Census Tracts

1 in = 5,000 feet



Date Printed: 3/11/2021 by the Community Development Department

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	PORTERVILLE	Community Development Department
CDBG Administrator	PORTERVILLE	Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Porterville (City) is the Lead Agency for the United States Department of Housing and Urban Development (HUD) entitlement programs. The City's Department of Community Development is responsible for administering the funds it receives under the Community Development Block Grant (CDBG).

Consolidated Plan Public Contact Information

Community Development Department
Jason Ridenour
Interim Community Development Director
291 N. Main Street
Porterville, CA 93257
(559) 782-7460

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City conducted a thorough outreach effort, consulting with stakeholders of the City to assess needs, set goals and strategize for implementing the Action Plan. It focused on engaging community residents, beneficiaries of entitlement funds, and stakeholders of the City. The City held a virtual community meeting on February 11, 2021, to introduce the Annual Action Plan Planning process to members of the public and gather information regarding the community's top priorities. The City of Porterville Community Development Block Grant (CDBG) Citizens' Advisory and Housing Opportunity Committee held a virtual public hearing on February 25, 2021, to obtain the views of citizens, public agencies, and other interested parties on the City's housing and community development needs and proposed use of funds to achieve objectives, priorities and actions for addressing those needs during Fiscal Year 2021/22. The City also conducted a Community Survey to gather input from community residents and stakeholders of the City. The survey asked participants to identify the greatest needs and priorities in the City that could be addressed through entitlement funding programs and to provide feedback on the use of those funds and to comment on existing programs. The survey, as well as notice of the community meeting and public hearings were posted to the City's social media accounts. Additionally, the City Council held a planning session at its regularly scheduled meeting on March 2, 2021, to consider use of funds for the 2021/22 Program Year.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City reached out to a number of agencies, worked collaboratively with public officials, City departments, community residents, stakeholders, and beneficiaries of entitlement funds to seek input on the priorities and strategies included in this Action Plan and further strengthen the dialogue between public and assisted housing providers and private and governmental health, mental health and service agencies that receive federal funding. A list of the agencies who were consulted, including how they participated, is included in table 2.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Kings/Tulare County Continuum of Care (Alliance) is made up of a group of advocates, public agencies, homeless individuals, and service providers with the purpose of confronting the needs of the homeless population within the Kings and Tulare County regions. The City of Porterville continues to be an active participant in the monthly Alliance meetings, with the purpose of enhancing coordination between organizations, disseminating knowledge on best practices, and developing a stronger understanding of the needs of the homeless population within both counties. The Alliance also works to reduce duplication of such services and to improve service delivery to homeless people. The City's Community Development Department regularly attends Alliance meetings. Furthermore, in adherence to the institutional delivery system, the City financially supports the Alliance, which is recognized as a 501(c)(3) organization of partners. The Alliance implements a coordinated entry and assessment system called Every Door Open, to serve both counties. The system's purpose is to help at-risk or current homeless people by prioritizing the most vulnerable homeless people, including the chronically homeless, veterans, families with children, and unaccompanied minors, obtain necessary services.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Not applicable. The City does not receive Emergency Solutions Grant Funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Central California Family Crisis Center
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services-homeless Services – Victims
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Chronically homeless, Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives completed a survey and attended the community meeting and the 1 st Public Hearing, to provide input to help prioritize the City's community needs and were notified of meeting and public hearings
2	Agency/Group/Organization	Central Valley Regional Center
	Agency/Group/Organization Type	Services – Children Services – Persons with Disabilities Regional Organization
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative completed a survey to provide input to help prioritize the City's community needs.
3	Agency/Group/Organization	Community Services Employment Training (CSET)
	Agency/Group/Organization Type	Services – Housing Services-Elderly Persons Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Current Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative completed a survey to provide input to help prioritize the City's community needs.
4	Agency/Group/Organization	Employment Connection
	Agency/Group/Organization Type	Services – Employment Services – Education
	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey
5	Agency/Group/Organization	Family Healthcare Network
	Agency/Group/Organization Type	Healthcare Services - health
	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey, representatives attended the community meeting and the 1 st Public Hearing
6	Agency/Group/Organization	Family Services of Tulare County
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives completed a survey to provide input to help prioritize the City's community needs and attended public meetings, representatives attended the community meeting and the 1 st Public Hearing
7	Agency/Group/Organization	Food Link of Tulare County
	Agency/Group/Organization Type	Services- health
	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative completed a survey to provide input to help prioritize the City's community needs, representatives attended the community meeting and the 1 st Public Hearing
8	Agency/Group/Organization	Habitat for Humanity Tulare/Kings Counties
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative completed a survey to provide input to help prioritize the City's community needs, representatives attended the community meeting and the 1 st Public Hearing
9	Agency/Group/Organization	Housing Authority of Tulare County
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Public Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative was contacted by email to provide updated information regarding public housing for the 21/22 Action Plan.
10	Agency/Group/Organization	Kings/Tulare Homeless Alliance
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	An email was sent to all members inviting them to attend the community meeting and public hearings to provide input. A representative attended the 1 st public hearing. Additionally, a survey was distributed at the March membership meeting and input was requested from all present members to better understand the needs and priorities of the homeless population and use of funds for the 21/22 Action Plan.
11	Agency/Group/Organization	Kings United Way
	Agency/Group/Organization Type	Regional Organization
	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative completed a survey to provide input to help prioritize the City's community needs
12	Agency/Group/Organization	Kings View

	Agency/Group/Organization Type	Services – homeless Services – persons with disabilities
	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative completed a survey to provide input to help prioritize the City's community needs
13	Agency/Group/Organization	LINC Committee
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey
14	Agency/Group/Organization	Parenting Network
	Agency/Group/Organization Type	Services- children Services- people with disabilities
	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of meetings and hearings, attended the community meeting and was invited to participate in the survey
15	Agency/Group/Organization	Porterville Chamber of Commerce/Govt. Affairs Committee
	Agency/Group/Organization Type	Business Leaders
	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey
16	Agency/Group/Organization	Porterville College
	Agency/Group/Organization Type	Services- education
	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of meetings and hearings, and invited to participate in the survey
17	Agency/Group/Organization	Porterville Unified School District
	Agency/Group/Organization Type	Services- education

	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative completed a survey to provide input to help prioritize the City's community needs
18	Agency/Group/Organization	Promoting Self Worth
	Agency/Group/Organization Type	Services- people with disabilities Services- employment
	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of meetings and hearings, and invited to participate in the survey
19	Agency/Group/Organization	Proteus
	Agency/Group/Organization Type	Services- employment Services- education Community Services
	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative was notified of meetings and hearings, and invited to participate in the survey
20	Agency/Group/Organization	Tulare County Health & Human Services Agency
	Agency/Group/Organization Type	Services-Health Health Agency Other government – County
	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative completed a survey to provide input to help prioritize the City's community needs
21	Agency/Group/Organization	Tulare County – Mental Health
	Agency/Group/Organization Type	Services-Health Health Agency Other government – County
	What section of the Plan was addressed by Consultation?	Community Programs and Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representative completed a survey to provide input to help prioritize the City's community needs

22	Agency/Group/Organization	Turning Point of Central California
	Agency/Group/Organization Type	Housing Services - homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs – chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Representatives were notified of meetings and hearings, and invited to participate in the survey

Identify any Agency Types not consulted and provide rationale for not consulting

The City reached out to a diverse group of agencies, groups, and organizations for consultation during the City's outreach period. These groups were also asked to participate in the community needs survey as well as share the survey with other stakeholders. It is possible that members from these organizations participated in the community needs survey, but it cannot be for certain since the survey remained anonymous. Overall, the City did not intentionally exclude any organization from participating.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	County of Tulare	Connecting the Dots is a Ten Year Plan to prevent and end homelessness in the Kings and Tulare County region. This effort is aligned with the Strategic Plans goal to support activities that prevent and end homelessness.
San Joaquin Valley Fair Housing and Equity Assessment	California Coalition for Rural Housing	The FHEA provides an overview of racial and economic segregation patterns in the City and describes its impact on residential mobility. The report also includes a set of recommendations to promote integration in the City and lessen the negative consequences generated as a result of segregation identified within the report. Both plans focus on supporting and promoting the creation of affordable housing opportunities for LMI and special needs households
City of Porterville Housing Element	City of Porterville	The Housing Element identifies the housing needs of the community, goals, and objectives to address those needs, and outlines the community efforts to pursue specific policies and programs to achieve its goals and objectives. The Strategic Plan supports the Housing Elements plan to ensure that there is an adequate supply of affordable housing to meet the current and future needs of the population.
Regional Transportation Plan and Sustainable Communities Strategy	Tulare County Association of Governments (TCAG)	Transportation and access to services is critical for LMI households. This plan considers both land use and transportation together in a single, integrated planning process that accommodates regional housing needs and projected growth. This aligns with promoting the creation of affordable housing opportunities for LMI and special needs households.
Regional Housing Needs Plan for Tulare County 2014	Tulare County Association of Governments (TCAG)	This plan ensures that affordable housing is equitably distributed throughout the region. Both plans ensure that there is an adequate supply of affordable housing to meet the current and further needs of the population.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Pathway Home: Responding to Homelessness in Tulare	Tulare County Taskforce on Homelessness	This plan is a regional effort intended to identify, develop, and implement innovative strategies to addressing homelessness in Tulare County. This effort builds upon the Continuum of Care plan that supports activities that prevent and end homelessness.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Many organizations were consulted at community meetings, public hearing or by email to engage them in providing feedback. The survey link was also sent and asked to be shared amongst their constituents. Comments are accepted as anonymous to encourage participation.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

To maximize participation in the preparation of the 2021/22 Action Plan, the City held a community meeting, designed and administered a community needs survey, will have held two public hearings, and conducted outreach by email, social media and electronic outreach. Additionally, announcements were made at partner meetings to ensure they were all aware of the AP process and how they could participate. The purpose is to inform and seek input on the City's housing and community development needs and proposed use of funds to achieve objectives, priorities, and actions for addressing those needs during FY 2021/22. Views obtained during these hearing will be considered for the final Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Non-targeted/broad community	13 Participants attended	Feedback included reinforcement of the need for youth services and programs	No comments were rejected	
2	Public Hearing	Non-targeted/broad community	1 st public hearing there were 8 public members, 4 CDBG Advisory Board Members and 8 City of Porterville staff members. 2 nd public hearing is scheduled for April 20, 2021, and will be updated after it takes place.	1st Public hearing comment summary: The Committee was presented with community feedback from the community meeting and they discussed continuation of current programs as well as funding allocations. 2nd Public hearing comments will be updated after it takes place	No comments were rejected at the 1st public hearing.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Newspaper Ad	Non-targeted/broad community	A total of 4 newspaper ads were sent to notify about public hearings and community meetings, which included a timeline for Action Plan development; 2 in English and 2 in Spanish.	Comments will be updated if any are received	will be updated at end of 30 day comment period	
4	Internet Outreach	Non-targeted/broad community	Internet outreach was done by email, City webpage, and social media posts on Parks & Leisure Services, Porterville Library, and Choose Porterville pages.	Summary of survey responses received as a result of this outreach will be attached in Appendices at the end of 30 day comment period.	will be updated at end of 30 day comment period	
5	Printed Materials	Non-targeted/broad community	A copy of the survey in Spanish and English was available at the City, as well as copies of the 30-day draft for public review.	Comments will be updated if any are received	will be updated at end of 30 day comment period	
6	Virtual meetings	Minorities, Non-English Speaking (Spanish), Residents of Public and Assisted Housing	Spanish and English First Time homebuyer virtual classes took place in January and February; 17 participants took part in the 8 hour class and one of the topics covered was the AP planning process. Their input was requested as well as a survey to complete.	Discussion in support of housing programs and homeownership education classes was received as well as other programs that benefit the low income families.	No comments were rejected.	
7	Partner meetings	Non-targeted/broad community	Announcements regarding the Action Plan were made at the following meetings: KTHA, LINC, Habitat, Porterville Chamber Government Affairs Committee Meeting and First Friday Coffee.	Survey links were shared for participants of the meeting to participate as well as dates for community meetings and public hearings.	No comments were rejected	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City conservatively anticipates an annual entitlement of \$855,634 per year over the five-year period.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2 of Con Plan				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	855,634	56,400	434,880	1,346,914	1,346,914	CDBG funds will be used for public improvements, economic development, and public services that benefit low income and special needs households.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Porterville is proactive in prioritizing the needs of the community. Staff continues to dedicate time, collaborating with non-profit agencies through the Kings/Tulare Continuum of Care whose main target is to house homeless individuals. The City uses \$15,000 in CDBG funds to contribute to the hiring of a case manager for the Permanent Supportive Housing (PSH) Program administered by the Family Services of Tulare County. When available, funds will also be allocated to the Kings/Tulare Homeless Alliance to continue the efforts to end homelessness. The staff works closely with local non-profit agencies using an active referral system where a pool of resources is made available to those in need. City staff continuously promote the housing programs through various methods as well as within several faith-based organizations. When possible, the City uses state funding, such as HOME or CalHome, in conjunction with CDBG funds to create safe and suitable living environments for the low- and moderate-income members of the Porterville community.

Leverage, in the context of entitlement funding, means bringing other local, state, and federal financial resources to maximize the reach and impact of the City's HUD Programs. HUD, like many other federal agencies, encourages the recipients of federal monies to demonstrate that efforts are being made to leverage additional funds in order to achieve higher results strategically. Leverage is also a way to increase project efficiencies and benefit from economies of scale that often come with combining sources of funding for similar or expanded scopes. Funds will be leveraged if financial commitments toward the costs of a project

from a source other than the originating HUD program are documented.

As previously discussed, in addition to its annual CDBG entitlement, the City anticipates HOME Investment Partnerships Program (HOME) funds will be available to meet the goals of the Consolidated Plan. HOME funding is intended to be used for various housing-related programs and activities. HOME funds are generally used to address the housing needs of jurisdictions through the preservation or creation of affordable housing. New construction, housing rehabilitation, assistance to homebuyers, and tenant-based rental assistance are all eligible uses of HOME funds. The City's HOME dollars come from program income or State grants. For FY 21/22 the city will have available \$400,000 in HOME funds from a recently awarded grant. These funds will be used to meet affordable housing needs. HOME PI is a result of payments received by the City for First Time Homebuyer Loans made in the past with State HOME grants. The First Time Homebuyer Loan Program will not be allocated New CDBG Entitlement funds. There is an anticipated \$12,000 New PI from debt repayment of home loans that will be returned to the RL fund to continue to operate the CDBG FTHB loan program. Remaining carryover on 6/30/2022 or PI for PY 21/22 shall remain and be added to the RL fund to continue the First Time Homebuyer Loan Program.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

During Fiscal Year 2014-2015, the City acquired a property located at the corner of Olive Avenue and Main Street in downtown Porterville. The property was the former site of the Porterville Hotel; a fire destroyed the abandoned building, and the land was vacant. In 2018, the City sold the property to a developer willing to create new retail and office space in the downtown business corridor. Construction was concluded in June of 2020. The three story building is now home to the offices of the Tulare County Public Defender and District Attorney, with additional retail space available. While the COVID-19 pandemic has affected the retail space lease contracts, it is anticipated that remaining spaces will be leased out once the businesses can use them profitably. The outcome of the project is retail opportunities, job creation, and elimination of slum and blight.

The City also owns approximately ten (10) acres of undeveloped property located at the Jaye Street Industrial Complex. These properties are marketed in cooperation with the Tulare County EDC for the recruitment of manufacturing and industrial uses to Porterville. The desired outcome of these projects is job creation.

The City acquired property located at 140 S. C St, in downtown Porterville from the Porterville Unified School District to lease to Turning Point of Central California (TPOCC): TPOCC is responsible for operation of the Porterville Welcome Center, which offers emergency and bridge housing as well as a service Navigation Center for unhoused individuals. The bridge housing can lead to permanent housing offered by other programs mentioned in the Discussion section below.

Discussion

Below is a list of potential financial resources considered a part of the City's overall financial plan to address priority needs and specific objectives identified in the Consolidated Plan. The number and availability of these programs to assist cities are limited, and funding for new projects is unpredictable. The following programs are local, state, and federal programs. None of these are managed locally by the City through funds accessed directly from HUD:

- Housing Authority of Tulare County (HATC): HATC is a public housing authority with jurisdiction within the City and the County. It administers federal and state funds for its public housing projects

and government-assisted housing units, such as the Section 8 Housing Choice Voucher Program and Veterans Affairs Supportive Housing (VASH) vouchers.

- Low-Income Housing Tax Credit Program (LIHTC): The LIHTC program provides federal and state tax credits for private developers and investors who agree to set aside all or an established percentage of their rental units for low-income households for no less than 30 years. Tax credits may also be utilized on rehabilitation projects, contributing to the preservation program. The program begins when developers and investors apply for an allocation of tax credits from the California Tax Credit Allocation Committee (CTCAC). Tax credits are awarded on a competitive basis at varying times. Compliance is monitored according to the Internal Revenue Service (IRS) rules and regulations.
- Multi-Family Housing Program: If California's Housing and Community Development Department awards Multi-Family Housing Program loans to assist rental housing developments affordable to low-income households in the City, the City will assist the developers with identifying local funding.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2021	2022	Affordable Housing	Citywide	Affordable Housing	CDBG: \$508,336	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted Homeowner Housing Rehabilitated: 1 Household Housing Unit Direct Financial Assistance to Homebuyers: 1 Household Assisted
2	Homelessness	2020	2024	Homeless	Citywide	Homeless Shelters and/or Services	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit: 150 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 1 Household Assisted Tenant-based rental assistance / Rapid Rehousing: 3 Households Assisted
3	Strengthening Neighborhoods	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Infrastructure Improvements Neighborhood Services, Community Services	CDBG: \$357,078	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2500 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
4	Economic Development	2020	2024	Non-Housing Community Development	Citywide	Job Creation/Retention Programs	CDBG: \$170,875	Businesses assisted: 1 Business Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	This covers housing benefits, homeowner rehabilitation and financial assistance to new low income homebuyers; Homelessness and acquisition of single family homes to rehab for affordable housing, if needed.
2	Goal Name	Homelessness
	Goal Description	This includes funding for service providers catering to homeless persons, transitional housing and emergency shelters.
3	Goal Name	Strengthening Neighborhoods
	Goal Description	This includes service provision and infrastructural development such as youth and senior centers, parks and recreational facilities, and sidewalk improvements.
4	Goal Name	Economic Development
	Goal Description	This includes financing for job placements and training programs as well as funding for facade improvements and small business loans.

Projects

AP-35 Projects – 91.220(d)

Introduction

The Consolidated Plan goals below represent high priority needs for the City and serve as the basis for the strategic actions the City will use to meet these needs. The goals, listed in no particular order are:

- Assist in the creation and preservation of affordable housing opportunities
- Support activities to prevent and end homelessness
- Support activities that strengthen neighborhoods.
- Expand economic development and employment opportunity programs.

Projects

#	Project Name
1	Grant Administration
2	City Operated Youth Center
3	Case Management for PSH
4	First Time Low Income Homebuyer Program
5	Homebuyer Education Program
6	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program
7	Business Assistance Program
8	Parks Improvement Program
9	Curb, Gutter and Sidewalk Improvements
10	Continuum of Care (LINC Services)
11	Fair Housing Education Program
12	Multi-Use Sports Field Improvement Project

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The priorities were allocated based on the high priority needs identified in NA 50 of the 2020-2024 Consolidated Plan and based on outreach described in the Citizen's Participation Plan. This is with the exception of administration of the allocations which is a default first priority area for realization of the goals and projects set in the action plan.

AP-38 Project Summary

Project Summary Information

1	Project Name	Planning and Administration
	Target Area	Citywide
	Goals Supported	Affordable Housing Homelessness Strengthening Neighborhoods Economic Development
	Needs Addressed	Affordable Housing Infrastructure Improvements Neighborhood Services, Community Services Job Creation/ Retention Programs Community Facilities
	Funding	CDBG: \$180,526
	Description	Allocation amount: Up to 20% of Grant allocation plus up to 20% of current years' (21/22) expected PI. Carry Over: \$0 is anticipated carryover from PY 2021/22, however if there is any carryover on 6/30/2022, it will be moved to First Time Low Income Homebuyer Program. A portion of the CDBG entitlement allocation (\$171,126) will be used for reasonable planning and administrative costs associated with the administration of the CDBG funds and other related federal requirements. Administration funds will support oversight activities of the housing department, legal services from the City Attorney's Office, and environmental reviews. The actual amount is based on an estimated amount dependent on anticipated Program Income for FY 2020/21 (an estimated additional \$9,400 of PI from other programs).
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Citywide
	Planned Activities	Planning administration of the CDBG funds and other related federal requirements. Administration funds will support oversight activities of the housing department, legal services from the City Attorney's Office, and environmental reviews
2	Project Name	City Operated Youth Center
	Target Area	Citywide
	Goals Supported	Strengthening Neighborhoods

	Needs Addressed	Neighborhood Services, Community Services
	Funding	CDBG: \$100,000
	Description	Allocation amount not to exceed the sum of: up to 15% of Grant allocation plus 15% of prior year (20/21) PI. (Excluding \$36,338 which will be allocated to other Public Service Programs: Case Mgt for PSH-FSTC, LINC Services-KTHA, Homebuyer Ed. and Fair Housing Ed.) \$100,000 is estimated using the newly published 2021/22 CDBG Entitlement Grant. However, if PI received exceeds the estimate, this amount can increase to reflect the final PI received at the end of 6/30/2021. Carry Over: \$0 is anticipated carryover from PY 2021/22, however if any carryover remains on 6/30/2022 it shall be allocated to First Time Low Income Homebuyer Program. Pandemic Contingency: If the youth center remains closed for all or part of the year resulting in unexpended funds, the funds shall be directed to the Business Assistance Program for businesses affected by Covid-19.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	100 low income households
	Location Description	(new location TBD)
	Planned Activities	A few program objectives include: enhancing self-esteem, building leadership skills, and learning teamwork and the ability to cooperate with others. A sample of the activities for the youth include: participation in City athletic leagues, homework tutoring, arts & crafts, cooking classes, community service projects, and an assortment of video and traditional games.
	3 Project Name	Case Management for PSH
	Target Area	Citywide
	Goals Supported	Homelessness
	Needs Addressed	Homeless Shelters and/or Services
	Funding	CDBG: \$15,000
	Description	Allocation amount: \$15,000 granted it does not exceed the 15% public service Cap. Carry Over: \$0 is anticipated carryover from PY 2021/22, however if any carryover remains on 6/30/2022 it shall be allocated to First Time Low Income Homebuyer Program.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	At least two very low or extremely low income families/individuals will benefit from this program in FY 2021-2022. Five vouchers are assigned to each of the participating cities, and the remaining vouchers will be available based on need. This program covers a portion of the case management for the PSH program. The other portions are covered by other jurisdictions in Tulare County.
	Location Description	Citywide
	Planned Activities	The City of Porterville executed a sub-recipient agreement with Family Services of Tulare County to administer this voucher program that provides services within the City of Porterville with the City funding up to \$15,000 annually for the case manager services.

4	Project Name	First Time Low Income Homebuyer Program
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$87,000
	Description	Allocation amount: \$0 shall be added from New Entitlement, \$12,000 is anticipated New PI from debt repayment of home loans that will be returned to the RL fund to continue to operate the CDBG FTHB loan program and \$75,000 is the expected carryover in the RL fund on 6/30/2021 to be used in FY 2021/22. Carry over: Any carry over on 6/30/2022 shall remain in the RL fund to continue to fund this program.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	1 income eligible family
	Location Description	Not Applicable
5	Planned Activities	CDBG program income funds will be used to facilitate movement of low-income, renter households into the home ownership category with affordable mortgages through a revolving loan program.
	Project Name	Homebuyer Education
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$1,805
	Description	Allocation amount: \$1,805.10 will be allocated for PY 2021/22 Carry Over: \$0 is anticipated carryover from PY 2020/21, however if any carryover remains on 6/30/2022 it shall be allocated to First Time Low Income Homebuyer Program. This program continues, however it will be mostly funded with HOME Admin funds; unless there is additional CDBG funds available from the public services cap that can be allocated to this project. CDBG new entitlement funds will be used to prepare low-income renter households for the responsibilities and challenges of homeownership which will facilitate the use of the City's First Time Homebuyer Low Income Loan Program. The City is requiring this eight to nine hour training course as a prerequisite to applying for City assistance in the purchase of their first home.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	60 Households Assisted
	Location Description	291 N. Main St. Porterville CA 93257

	Planned Activities	The curriculum includes, but is not limited to the following topics: advantages/disadvantages of homeownership, what the applicant can afford, developing budgets, determining debt ratios, explanation of the loan process, down payments, and closing costs, selection of a real estate agent, selection of property, lead base paint visual assessment certification, writing an offer, the escrow process, and maintenance of the home. Using the funding allocation, the City plans to provide this homebuyer education course free of charge to qualified low income persons. The class will be taught in partnership with a local non-profit who is a HUD Certified Housing Counselor.
6	Project Name	Owner Occupied Housing Rehabilitation & Public Utilities Loan Program
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$224,005
	Description	Allocation amount: No new Entitlement will be added. Old Entitlement Balance of \$192,678.15 plus \$16,327 from PI and \$15,000 from anticipated PI, will be allocated for PY2021/22. Carry over: If any carryover remains on 6/30/2022 it shall be carried over into the RL fund to continue funding the Owner Occupied Housing Rehabilitation Program. The Ramp program that is part of the Rehabilitation Loan program may be allocated to a Non-Profit agency as a sub-recipient to complete repairs or hire contractors to complete appropriate ADA work. Using old entitlement and Program Income (PI) funds the City will participate in a meaningful and effective housing rehabilitation program including connection to City water and/or sewer service, to assist low- and moderate-income homeowners and to supplement previous funding allocated in past years to Housing Rehabilitation Loan Program (HRLP).
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	4 Households
	Location Description	Citywide
	Planned Activities	Once an applicant is income qualified, an inspection of the premises is made to identify building code deficiencies, applicable lead-based paint mitigations, and zoning violations. For water and/or sewer connection feasibility, verification will be performed by the City's Engineering Department. The applicant is then counseled as to the extent and cost of the work covered by a rehabilitation loan, the process of selecting a contractor, and maintaining an equity reserve after rehabilitation construction. A systemized program evaluating work completed through on-site inspections and progress payment issuance is administered by the City to assure that abuses of the program do not occur. Final payment is held until the City Chief Building Inspector, Rehabilitation Specialist, and homeowner have indicated completion and satisfaction with the work.

7	Project Name	Business Assistance Programs
	Target Area	Citywide
	Goals Supported	Economic Development
	Needs Addressed	Job Creation/ Retention Programs
	Funding	CDBG: \$170,875
	Description	Allocation amount: \$0 will be allocated for PY 2021/22. A substantial amendment to the 2020/21 allocated 110,875 that will be available in the RLF fund for this program or for the CDBG-CV program if necessary. \$20,000 is anticipated Program Income and \$40,000 will carry over from the microenterprise program that did not begin in 2020-2021 as anticipated. Carry Over: \$0 is anticipated carry over for FY 2021/22. If any carryover is remaining on 6/30/2022 that and any new PI received during the year shall be added into the RL fund to continue funding the Business Assistance Loan Programs as the City continues to accept and review applications for those programs. Program Income and Old Entitlement will be used for the Business Assistance Programs. Large Business Assistance Program (BAP) Revolving Loan Fund: The main objective of this program is to provide financing options to industrial/commercial businesses for the retention and expansion of the job market within the City of Porterville. Small Business Assistance Program (BAP) Revolving Loan Fund: The main objective of this program is to provide "gap" funding for small businesses that are either just starting business in Porterville or are trying to expand their business. Micro Enterprise Program: the main objective of this program is to provide funding for low to moderate income persons to start or expand a business in Porterville. These funds will continue to be available to use for CDBG-CV funded activities if needed.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that at least one business will be assisted with these funds in the large or small business category and 4 microenterprises.
	Location Description	Citywide
	Planned Activities	Large Business Assistance Program (BAP), Commercial and Industrial Development. This program will provide financial assistance in the amount of \$50,000 or greater. The goal of the BAP is to encourage businesses to expand which will lead to increase business activity, job sustainability, and job creation. Small Business Assistance Program (SBAP): SBAP assistance is a minimum of \$1,000 and a maximum of \$50,000 and will be directed towards businesses that have the greatest potential for long-term job creation. Micro Enterprise Loan Program Assistance is a minimum of \$1,000 and a maximum of \$10,000 to assist LMI persons start or expand a business. This funding can also be used for the CDBG-CV funded activities if needed.

8	Project Name	Parks Improvement Program
	Target Area	Citywide
	Goals Supported	Strengthening Neighborhoods
	Needs Addressed	Infrastructure Improvements
	Funding	CDBG: \$127,079
	Description	Allocation amount: Remaining amount from all other 2021/22 Entitlement allocations shall be added to the Parks Improvement program currently \$127,078.65. Carry Over: \$0 is anticipated carryover from PY 2021/22, however if any carryover remains on 6/30/2022 it shall remain in this project to continue funding park improvement projects at the designated parks. The main objective of this program is to add or increase access to amenities and improve infrastructure at both Murry Park, Zalud and Fallen Heroes Parks in addition to the Tule river Parkway trail adjacent to Fallen Heroes Park in order to continue to keep the park as a safe, clean, and attractive recreation facility. <u>These funds may also be used for the Multi-Use Sports Field Improvement Project, since it is also a park project, except that it was given its own activity number due to the large dollar amount that is expected to be allocated, from Program Income generated from the sale of the Heritage Center.</u>
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	15415
	Location Description	Murry Park, Zalud Park, Fallen Heroes Park, and Tule River Parkway serve Census Tracts 38.02, 41.01 and 41.02, Multi-Sports Field Improvement TBD (Listed as a separate program)
9	Planned Activities	Using entitlement and Program income the City plans to continue making improvements to Murry Park, Zalud Park, Fallen Heroes Park and the Tule River Parkway trail adjacent to Fallen Heroes Park.
	Project Name	Curb, Gutter and Sidewalk Improvements
	Target Area	Citywide
	Goals Supported	Strengthening Neighborhoods
	Needs Addressed	Infrastructure Improvements
	Funding	CDBG: \$130,000
	Description	Allocation amount: \$130,000. Carry Over: \$0 is anticipated carryover from PY 2021/22, however if any carryover remains on 6/30/2022 it shall remain in this program to continue funding curb, gutter and sidewalk improvements in low-mod census tract areas. (if no project is identified, these funds can be used for the Multi-Use Sports Field Improvement Project)
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	Infrastructure improvements including Curb, Gutter and Sidewalk improvements in low-mod census tract areas.
10	Project Name	Continuum of Care (LINC Services)
	Target Area	Citywide
	Goals Supported	Strengthening Neighborhoods
	Needs Addressed	Homeless Shelters and/or Services
	Funding	CDBG: \$5,000
	Description	Allocation amount: \$5,000 granted it does not exceed the 15% public service Cap. Carry Over: \$0 is anticipated carryover from PY 2021/22, however if any carryover remains on 6/30/2022 it shall be allocated to First Time Low Income Homebuyer Program.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	150 individuals who are experiencing homelessness
	Location Description	140 S C St.
	Planned Activities	Kings Tulare Homeless Alliance will hold ongoing Local Initiatives Navigation Center (LINC) in the City of Porterville. LINC will connect homeless and people at-risk of homelessness with critical services such as health and dental care, employment assistance, housing assistance, legal services, social services and access to mainstream benefits. They will also provide consumables supplies and services to homeless clients (supplies and services include prescription eyeglasses, bus passes, DMV reduced-fee ID cards, sleeping bags, laundry cards, hygiene kits, food) due to Covid-19 some of these activities may be modified to comply with the social distancing requirements of the state mandate.
11	Project Name	Fair Housing Education Program
	Target Area	Citywide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	\$15,000
	Description	Allocation amount: \$15,000. Carry over: \$0 is anticipated as carryover for FY 2021/22, however if any carryover is remaining on 6/30/22 it shall be added to the Youth Center activity if there is a need in that program, if not it shall be moved to the First Time Homebuyer Loan Program.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	30
	Location Description	Citywide
	Planned Activities	The City will work with a Fair Housing Agency as a Sub-recipient to mediate Fair Housing claims in-house and provide information and referral to appropriate agencies for landlord/tenant or civil code issues; conduct outreach and education pertinent to California and Federal Fair Housing laws and best practices to representatives of the housing, lending, and insurance industry and to the public at large within the City of Porterville, such as the annual Fair Housing Conference and report activities quarterly to appropriate city staff, including data on claims, basis of discrimination and demographics of claimants.
12	Project Name	Multi-Use Sports Field Improvement Project
	Target Area	Citywide
	Goals Supported	Strengthening Neighborhoods
	Needs Addressed	Infrastructure Improvements
	Funding	\$290,624
	Description	Improvements to 11.6 acres of undeveloped property to the north of the Heritage Center, <u>or a similar property located in an eligible census tract, for</u> the use of recreational activity and park space; such as the addition of an artificial turf lighted arena soccer field(s), all-weather surface multi-use court with a shade cover and other amenities. This area would benefit the City Operated Youth Center, serving as an area for outdoor activities.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Estimated for the location mentioned above 152,400, however if the location changes this may change as well.
	Location Description	TBD
	Planned Activities	Improvements or amenities such as artificial turf lighted arena soccer field(s), all-weather surface multi-use court with a shade cover and other amenities

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Not applicable. The City has not established specific target areas to focus the investment of entitlement funds as it is citywide.

Discussion

Not applicable. The City has not established specific target areas to focus the investment of entitlement funds as it is citywide. As mentioned in the AP-05, Executive Summary, A map of eligible census tracts is included as part of the Executive Summary. Effective January 1, 2021, Census Tract 39.01 was added as an eligible tract based on the HUD Eligible Census Tract Table Generator, <https://www.huduser.gov/portal/qct/screen2.html>.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Although entitlement resources are limited, the City does anticipate expending a significant portion of its CDBG entitlement on the preservation and provision of affordable housing. A detailed discussion of how HUD entitlements will be used to support community and economic development needs within the City is provided in AP-35, with the number of households to be assisted itemized by goal.

One Year Goals for the Number of Households to be Supported	
Homeless	3
Non-Homeless	2
Special-Needs	0
Total	5

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	3
The Production of New Units	0
Rehab of Existing Units	1
Acquisition of Existing Units	1
Total	5

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Refer to discussion above.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Tulare County (HATC) was established in 1945 and is committed to providing rental housing assistance to LMI households, seniors, the disabled, and special-needs populations throughout the region. The agency administers various housing assistance programs, including the public housing program, housing choice voucher program, farm labor program, and senior housing program. HATC currently provides affordable and well-maintained rental housing to over 5,000 households countywide.

Additionally, HATC is a participant of HUD's Moving to Work (MTW) demonstration program, which grants participating public housing authorities (PHAs) the ability to test innovative approaches to delivering housing assistance to households in need. MTW is a HUD effort to build and support innovative programs that enhance the efficacy of PHAs. HATC has capitalized on the organizational and procedural flexibility it has gained through MTW to become a more efficient agency.

Actions planned during the next year to address the needs to public housing

HATC will continue to own and manage 111 units in the City of Porterville. According to HATC, there is no plan to purchase additional public housing units, nor is there a plan to remove any units from its inventory. In the Fiscal Year 2021 - 2022, HATC projected to invest a total of \$95,113 in Capital Fund improvements for its Public Housing Stock located in the City of Porterville. The noted expenditures will cover maintenance and rehabilitation in public-housing units within the City of Porterville. Capital Fund expenditures will cover a large range of projects, including roofing replacement, landscaping improvements, carpet replacement along with Air Conditioning and Heating unit improvements.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HATC is proactive in the inclusion of public-housing residents in the policy making process. An equitable and transparent policy making process that includes the opinions of public housing residents is achieved through the participation of two tenant commissioners on the HATC Board. Furthermore, HATC has installed a Resident Counsel, which is made up of five residents from all of HUD funded programs (Multifamily Housing, LIHTC, HOME, Section 8 Housing Choice Vouchers and public-housing). The Resident Counsel works with HATC staff on evaluating the effectiveness and efficiency of HATC rental assistance programs. This provides members the opportunity to provide input on necessary program modifications.

A vital driving factor in the implementation of HATC programs is the promotion of tenant self-sufficiency. HATC views the goal of homeownership for program participants as one of the long term goals for all of our clients. HATC staff works with tenants to effectively provide them with the necessary resources to achieve homeownership and its Annual Re-Examination Notice provides public-housing participants with an extensive referral list that provides assistance with homeownership. This list includes programs managed by: CSET, City of Porterville, Habitat for Humanity, CalHFA, and Self Help Enterprises. HATC's program coordinator works with any interested public housing tenant in order to effectively inform them of all the different programs that are available to them. Effective collaboration between the agency and other public and nonprofit agencies is imperative to help promote homeownership among all of its tenants.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable. Housing Authority of Tulare County is not a troubled PHA.

Discussion

Refer to the discussion above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Porterville (City) is closely involved with the Kings/Tulare Homeless Alliance (Alliance), which serves as the local Continuum of Care on Homelessness (CoC). When possible, the City's programs designed to serve homeless persons are coordinated with the Alliance.

There are several ongoing efforts that the City and Alliance are involved in as collaborative partners. These collaborations include:

- Monthly Alliance Membership Meetings
- Tulare County Task Force on Homelessness
- Emergency Shelter/Bridge Housing Project
- Local Initiatives Navigation Center (LINC)
- Annual Point in Time Count

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Targeted outreach efforts of unsheltered homeless persons are coordinated with Alliance Housing Navigators and the Kings View PATH Team. Teams canvas the city to conduct outreach to people experiencing homelessness. When an unsheltered person is identified, they are assessed and connected to services. Client information is included in the local Homeless Management Information System (HMIS) so that outreach teams can remain apprised of client status on the housing priority list and other community referrals.

The City will also continue to support the Alliance's outreach efforts to persons experiencing homelessness through the Local Initiative Navigation Center (LINC) events held at the Porterville Welcome Center. Weekly LINC events offer housing assessments, connections to mainstream benefits, support service providers, and access to other services on a scheduled basis such as vaccinations, haircuts, prescription eyeglasses, etc. The City will provide \$5,000 in FY 21/22 to the Alliance for public services related to LINC.

On an annual basis, the Alliance conducts both a sheltered and unsheltered Point in Time (PIT) count. The one-day PIT survey provides a snapshot of the adults, children in households and unaccompanied youth living in the City of Porterville who meet HUD's definition of homelessness. Information gathered through the PIT is used to understand the causes and trends over time of homelessness, as well as to determine the unmet shelter and service needs of the homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

Although the City's CDBG funding is limited to public services for applicable programs, a high priority is given to the need of providing permanent support housing, emergency shelters and transitional housing, as

well as, substance abuse treatment, case management, mental health care, life skills training, etc. through collaboration with the Alliance and its members. Being an active participant in the Alliance, the City plays an important part in the strategic planning for the organization and for applications for funding resources. The City continues to support the efforts of the Alliance and the operators of projects serving those experiencing homelessness such as the Central California Family Crisis Center, Turning Point of Central California, Tulare County Health & Human Services Agency, Westcare, Community Services and Employment Training (CSET), Uplift Families, and other such providers that either provide vouchers or adequate facilities to meet the emergency and transitional housing needs of the homeless and those threatened with homelessness.

The City of Porterville worked closely with Turning Point of Central California to acquire and rehabilitate a school site that now operates as a low-barrier navigation center. The project, Porterville Welcome Center, has 15 beds of low-barrier emergency shelter and 15 beds of low-barrier bridge housing. Since it's opening in October 2020, the Porterville Welcome Center, connects with an average of 80 people each day.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Porterville supports and collaborates with local service providers, through the Alliance, to assist homeless individuals and families. Funding priorities include supporting existing high performing housing first rapid rehousing and permanent supporting housing projects.

Furthermore, the City continues their efforts of providing CDBG funds in the amount of \$15,000, to Family Services as matching funds, for case management (public services) to support the Tulare Housing First Shelter Plus Care project. This project provides case management services to 5 households at any point in time.

In all Continuum and City-funded projects, persons experiencing homelessness are assessed for housing opportunities and are prioritized based on their acuity. Several projects focus on sub-populations such as youth ages 18-24, veterans, and/or chronic homelessness. All projects within the Continuum- emergency, transitional and permanent housing- include supportive services for their clients. Each project designs and implements supportive services based on their target population and partnerships leveraged within the community. The overarching goal of the supportive services offered is to link individuals and/or families with mainstream benefits and income support, education and employment services, as well as health and life skills services. These linkages are a critical component to assisting clients in self-sufficiency, reducing episodes of homelessness, and preventing recidivism.

Projects that serve these vulnerable subpopulations include:

CSET Permanent Supportive Housing and Rapid Rehousing, Family Services Permanent Supportive Housing, Turning Point and Tulare County HHSA provide PSH projects for chronically homeless individuals and families and/or families with children. The Veterans' Administration, in conjunction with

the Housing Authority of Tulare County, operates the VASH project and Westcare operates the SSVF project that serves eligible veterans and their families. Uplift Families operates a Transitional Housing project for transitioning age youth.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

An important component of prevention/diversion is assisting households with income supports and connections to mainstream benefits. Tulare County Health and Human Services Agency (HHSA) has an SSI Advocacy Unit that focuses on increasing access to SSI and other mainstream benefits. Additionally, the Housing Disability Advocacy Program (HDAP), operated through HHSA, focuses on assisting people with disabling conditions with housing and case management while they are processing their SSI claim.

The SSI/SSDI Outreach, Access and Recovery (SOAR) model is designed to increase access to SSI/SSDI for eligible homeless adults who are and have a mental illness and/or a co-occurring substance use disorder. Staff from all CoC-funded agencies is required to assist clients in obtaining these mainstream benefits. Participation by these agencies provides an efficacious method of assisting households who may otherwise pursue homelessness assistance.

Discussion

Please refer to the above discussions.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Government policies can cause constraints on Affordable Housing and residential investment. Zoning, site improvement requirements, fees, and exactions, as well as permit fees and procedures, are discussed as barriers to affordable housing. These are identified in the Porterville's 2015 - 2023 housing element as follows:

1. Land use controls (e.g., zoning) - The City maintains an official Zoning Map that outlines areas where residential uses can be developed. The Development Ordinance defines how those residential uses can be developed. While the intent of zoning standards is to maintain order in the manner in which the city is planned, zoning also sometimes creates limitations in terms of size, height, and locations where affordable units are built. Porterville has made significant strides in the last 20 years to reduce limitations to affordable housing that might be a result of zoning restrictions. The City has adopted ordinances that encourage residential development and increased densities while maintaining requirements that ensure a higher quality of life for the residents of such developments. Porterville's ordinances accommodate reduced lot sizes, allow multi-family residential in three of the five residential zone districts, and have no restriction on the size of households. Additionally, the City frequently encourages the development community to incorporate affordable units into their projects to receive the additional incentives available for affordable housing. The City continues to evaluate and assess opportunities to reduce impediments to development of affordable housing in this community. One such example currently being reviewed is further reduction of parking requirements for multi-family residential uses, and consideration of parcels without street frontage.

2. Fees and exactions - Every development and infrastructure projects including housing, attract fees and permits from the City. This includes but is not limited to permit issuance fees, development impact fees, engineering and public works fees, and subdivision processing fees. These may significantly increase the construction and/or rehabilitation costs of housing making it increasingly difficult to have a substantial inventory of affordable housing units. It is more expensive to develop multi-family units at an approximated cost of \$60,000 in fees compared to single family units at \$16,500 in development fees.

3. Permit processing procedures - The processing procedures can take long time frames which in turn increases development costs. The City continues to improve its turnaround time to check development plans to at least 2 to 4 weeks, allowing for a multi-agency approach to check compliance within the process with fire, building, planning and city engineers.

5. Off Street Parking Standards - Parking is highlighted as a barrier to affordable housing in the City's 2021/2022 Annual Action Plan. The cost to build parking for affordable units can exponentially increase development costs, as well as potentially decrease the number of units built if parking is surface level. Development Ordinance Section 304.04 states that Porterville City Council has power to reduce parking requirements for multi-family developments if a developer can show that the project will not generate a need for as much parking when compared to a project designed for the general market.

6. AB 1482 - Expands rent control to cover units built over 15 years ago and places an annual cap on rent to 5% plus inflation. AB 1482 was signed by Governor Newsom on October 8, 2019 but did not go into effect until January 1st, 2020. The unintended consequence of the passing of this bill has been the surge of eviction notices and large increase in rent towards tenants, specifically for low- income households.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning

ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City will continue to assess both its General Plan policies and Zoning Ordinance to assure the process of developing housing for low and moderate-income households are made more accessible. The Housing Element highlights as one of its action plan goals to reduce governmental constraints to the development, improvement, and preservation of housing, particularly to affordable housing for low and moderate-income households. To reach this goal, Porterville has made sure that it is complying with second unit laws.

Additionally, Porterville's Development Ordinance addresses the following:

- Minimum lot sizes and densities consistent with the Plan's land use classifications;
- Development standards that permit townhouses and zero-lot-line attached or detached single-family dwellings on sites designated for low-medium, medium, or medium-high densities;
- Development standards that allow second units, small family daycares, and residential care homes in neighborhoods in accordance with State law;
- Sustainable design standards that will achieve compact, walkable neighborhoods and provide an interconnected network of local streets;
- Provisions for emergency shelters, transitional housing, supportive housing, and residential care facilities for six or fewer persons;
- Provisions for Single-Room Occupancy units; and
- Provisions for farmworker housing.

The City's 2015-2023 Housing Element also recognizes other actions to be taken to preserve and develop more affordable housing in the region. This includes the use of land use designation and zoning to assure the City meets its RHNA need, and push for an increase in mixed-use and infill development.

First Time Low Income Home Buyers Assistance Program- Porterville's First Time Low Income Home Buyers Assistance Program is used to help low-income households purchase their first homes by providing government assistance with down payments, gap financing and/or closing costs on their home. This is one approach to alleviate the number of residents in need of affordable housing rental units, allowing them to have their own place to call home. The City of Porterville plans to continue this program with past entitlement and prior PI funds in the next year. Additionally, the City has applied for and has been awarded HOME grants funds and applied for CalHOME funds to further assist in this regard.

Governmental barriers to producing housing are minimal; land use regulations, expedited permit processing, and low development fees push for the construction of lower-cost housing units when compared to other Central Valley Communities. A further discussion can be read below:

- Residential Density - Porterville allows for residential densities up to 30 dwelling units per acre.
- Zoning and Parking Standards - These standards are not highly stringent, so the minimum single family lot size is enough to persuade developers to build single family units for LMI first time home buyers. The majority of residential zones allow for alternative housing types such as mobile homes, group homes and secondary dwelling units.

Discussion:

See above

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses the City's efforts in addressing the underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

Please see activities in AP-35 to address the housing and community development needs in the City. Also, please see AP-75 regarding potential actions to address barriers to meet the City's affordable housing needs.

Actions planned to foster and maintain affordable housing

Please see AP-15 for actual and potential housing resources available, and AP-35 for activities that will be funded to address the housing and community development needs in the City. Also, please see AP-75 regarding potential actions to address barriers to meet the City's affordable housing needs.

Actions planned to reduce lead-based paint hazards

At this time, the City of Porterville does not directly oversee a lead based paint (LBP) eradication program, unless it is in partnership with CDBG, HOME, or CalHome funded owner occupied housing rehabilitation projects.

All properties undergoing rehabilitation or acquired for affordable housing are inspected for LBP. No federally funded rehabilitation is allowed to occur without due screening for LBP hazards. The City conducts visual assessment, paint testing or risk assessment on all of its projects. Lead hazard reduction activities include paint stabilization, interim controls, standard treatments, lead abatement, safe work practices and clearance to confirm that no LPB hazards remain when work is complete.

Actions planned to reduce the number of poverty-level families

The City continues to confront and alleviate the number of poverty-level families in the coming years. One goal to address that need will be implemented through economic development:

- Expand economic development and employment opportunity programs.

Furthermore, the City has recognized areas that must be addressed to achieve long-term economic prosperity, including the following:

- Ensuring that land within the City is "shovel ready" and available for development.
- Educating and training the City's workforce to continue to fill any new jobs that may be coming into the City.

The City of Porterville will keep working with HATC to ensure adequate amounts of Section 8 Vouchers and other public housing opportunities are available to meet the demand of the City's LMI population. Also, the City will work closely with the Tulare County Economic Development Corporation, Tule River Economic Development, CSET, Proteus, and Workforce Investment Board (WIB), to facilitate and enhance economic workforce development opportunities in the City. Additionally, the Community Development Department staff will continue to work closely with the Economic Development Division to administer the CDBG funded Business Assistance Program, which includes CDBG CARES Act (CDBG-CV) funding to help for-profit and non-profit businesses in response to the impacts of COVID-19 and provide operational

support to non-profits.

The City will continue to work closely with and in support of the community service providers in meeting the special needs of its homeless and low- and moderate-income populations. Further, the City will continue to evaluate its delivery system and those of the agencies it works with to see if improvements can be made. The City anticipates that at least one household will qualify for the purchase of a home under the City's First Time Low-Income Homebuyer Program funded with CDBG, HOME, or CalHome funds.

Actions planned to develop institutional structure

The City will continue to work closely with, and in support of, the community service providers in meeting the special needs of its homeless and LMI populations. The City will continue to participate in the Kings/Tulare Homeless Alliance to ensure coordination and implementation of strategic plan.

The Kings/Tulare Homeless Alliance (Alliance) is made up of a group of advocates, public agencies, homeless individuals and service providers with the purpose of confronting the needs of the homeless population within the Kings and Tulare County regions. Furthermore, in adherence with the institutional delivery system, the City financially supports the Alliance which is recognized as a 501(c)(3) organization of partners. The Alliance also implemented a coordinated entry and assessment system called Every Door Open, to serve both counties. The system's purpose is to help at risk or current homeless people by prioritizing the most vulnerable homeless people, including the chronically homeless, veterans, families with children and unaccompanied minors obtain necessary services.

Actions planned to enhance coordination between public and private housing and social service agencies

As already discussed above, the City will continue to participate in the Alliance, working with public, private and social service agencies to help homeless people. The City plans to continue working with organizations such as the Salvation Army, Red Cross, the PAAR Center, Central California Family Crisis Center, and Turning Point of Central California, which oversees the Porterville Welcome Center, to provide enough services and need to meet emergency and transitional housing needs of homeless and those vulnerable to homelessness.

The City will also continue to work with the HATC to support the maintenance of adequate Section 8 Vouchers and other public housing within the City in proportion to the City's LMI population. The City of Porterville will also be working closely with the Tulare County Economic Development Corporation, Tule River Economic Development, CSET, Proteus, and Workforce Investment Board (WIB), to facilitate and enhance economic workforce development opportunities in the City.

Additionally, Community Development Department staff will continue to work closely with the Economic Development Division to administer the CDBG funded Large and Small Business Assistance Programs, Micro Enterprise Program, and CDBG-CV funded programs to help for-profit and non-profit businesses in response to the impacts of COVID-19. The City will continue to work closely with, and in support of, the community service providers in meeting the special needs of its homeless and low- and moderate-income populations. Further, the City will continue to evaluate its delivery system and those of the agencies it works with to see if improvements can be made.

Discussion:

Please see discussion above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

APPENDIX 1: SF-424 & Certification

(This will be added after plan is approved by City Council)

APPENDIX 2: Citizen Participation

(This will be finalized after plan is approved by City Council)

RESOLUTION NO. ____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE APPROVING THE 2021/2022 ACTION PLAN AND PROPOSED USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

BE IT HEREBY RESOLVED that the City Council of the City of Porterville does hereby
approve the 2021-22 Action Plan, attached as Exhibit A, and proposed use of Community
Development Block Grant Funds with a 2021 Program Year Entitlement Allocation as follows:

Administration	\$ 171,126.00
City-Operated Youth Center	\$ 100,000.00
Case Management for PSH-FSTC	\$ 15,000.00
LINC Services-KTHA	\$ 5,000.00
Homebuyer Education	\$ 1,805.10
Parks Improvement Program	\$ 127,078.65
Multi-Sports Field Improvement Project	\$ 290,624.25
Curb, Gutter, Sidewalk Project	\$ 130,000.00
Fair Housing Education	<u>\$ 15,000.00</u>
Total Funding	\$ 855,634.00

PASSED, APPROVED AND ADOPTED this 20th day of April, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 20, 2021

SUBJECT: Second Reading - Ordinance No. 1881 - Amending Article 600 of Chapter 21 of the Municipal Code (Chapter 600 of the Porterville Development Code)

SOURCE: Community Development

COMMENT: Ordinance No. 1881, An Ordinance of the City Council of the City of Porterville amending Article 600 of the Chapter 21 of the Municipal Code was given first reading on April 6, 2021, and has been printed.

RECOMMENDATION: That the City Council give Second Reading to Ordinance 1881, waive further reading, and adopt said Ordinance.

ATTACHMENTS: 1. Draft Ordinance 1881

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1881

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING ARTICLE 600 OF CHAPTER 21
OF THE PORTERVILLE MUNICIPAL CODE

WHEREAS: Chapter 600 of the Porterville Development Code (Chapter 21 of the Porterville Municipal Code) establishes the duties and processes for land use actions. Section 600.04 outlines the responsibilities of the Project Review Committee, and Section 601.03(a) defines which projects are subject to review by the Project Review Committee; and

WHEREAS: In years past, instances have occurred where a change of occupancy could require, pursuant to California Building Code and California Fire Code, tenant improvements that may be costly for a business owner. To avoid a business opening in a building that may in turn require significant expenditures to comply with State law, the City began requiring that any change of occupancy be reviewed by the Project Review Committee; and

WHEREAS: In recent months, staff has noticed a significant increase in the number of changes of occupancy reviewed by the Committee, and in many cases, the proposed change does not result in additional tenant improvements to comply with State law; and

WHEREAS: The process to have a business owner attend a Project Review Committee meeting and pay a fee of \$250 only to be told that there are no applicable comments seems unnecessary and not consistent with the business-friendly standard of operation at the City of Porterville. Instead, based on discussion with the Fire Marshal and the Building Official, no adverse conditions would result if the Council chose to modify the list of projects requiring review by the Project Review Committee to apply only to changes of occupancy “as deemed necessary by the Chief Building Official”; and

WHEREAS: Pursuant to the general rule that the California Environmental Quality Act (CEQA) only applies to projects which have the potential for causing a significant effect on the environment. As the proposed ordinance amendment would only apply to projects that are specifically exempted as ministerial projects, no potential environmental impacts could occur as a result of the ordinance amendment; and

WHEREAS: On April 6, 2021, the City Council held a public hearing to consider adopting modifications to Sections 600.04(c) and 601.03(a)(3) of Chapter 21 of the Porterville Municipal Code. All public comments received at the public hearing were duly considered.

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby adopt an ordinance amending Sections 600.04(c) and 601.03(a)(3) of Chapter 21 of the Porterville Municipal Code as it relates to the applicability of the Project Review Committee process on changes of occupancy, as follows:

SECTION 1: Amend Section 600.04(c) as follows:

A change of occupancy as deemed necessary by the Chief Building Official, or where the new occupant is in a different use classification than the former occupant; and

SECTION 2: Amend Section 601.03(a)(3) as follows:

A change of occupancy as deemed necessary by the Chief Building Official, or where the new occupant is in a different use classification that the former occupant; and

SECTION 3: This ordinance shall be in full force and effect thirty days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 20th day of April, 2021.

By: Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 20, 2021

SUBJECT: City Internal Audit Committee

SOURCE: City Manager's Office

COMMENT: At its meeting on October 3, 2006, the City Council authorized the formation of an Internal Audit Committee, for the purposes of managing the City's independent audit and annual audit, reviewing the annual Comprehensive Annual Financial Report, as well as manage special studies and review other financial matters of the City when assigned by the City Council.

The Committee is composed of one Member of Council (currently Vice Mayor Flores), one member of the public (currently Earl Parks), the City Attorney, the City Manager, and Chief Financial Officer (Finance Director). As a standing committee of the City Council, all meetings of the Committee are subject to the provisions of the Brown Act.

There have been a couple of recent subjects that staff recommends the Council consider directing the review by the Committee, including lease agreements of City property and unfunded pension and other retirement benefit liabilities. There also has been interest expressed in expanding the number of Members of Council to two, reflective of other standing committees of the Council.

RECOMMENDATION: That the City Council consider the modification of the composition of the City Internal Audit Committee.

ATTACHMENTS: 1. Ordinance 1703 - Internal City Audit Committee

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1703

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING CHAPTER II, ARTICLE IX, INTERNAL CITY AUDITS, OF THE
CODE OF THE CITY OF PORTERVILLE

WHEREAS, the City Council has determined that it would be beneficial to create and utilize the services of a City of Porterville internal audit committee to manage the City's independent auditor, and to review the Annual Audit and the Comprehensive Annual Financial Report (CAFR) prior to the submission of these documents to the City Council; and

WHEREAS, the Audit Committee would also review other financial matters as directed, and would manage special studies when assigned by the city council.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PORTERVILLE, AS FOLLOWS, TO
WIT:

SECTION 1. That Porterville Municipal Code, Chapter 2, Article IX, is hereby Amended to read as follows:

ARTICLE IX. INTERNAL CITY AUDITS

Sec. 2-73. Purpose.

The city council shall conduct internal audits for the purpose managing the City's independent auditor, and reviewing the Annual Audit and the Comprehensive Annual Financial Report (CAFR) prior to the submission of these documents to the City Council.

Sec. 2-74 Audit Committee.

An audit committee is hereby established consisting of the one (1) member of the city council and one (1) member of the public, both to be appointed by the city council, the city manager, the city attorney, and the chief financial officer.

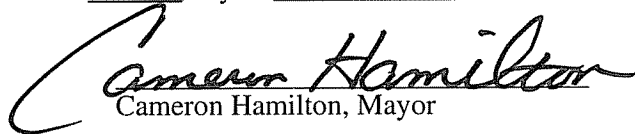
The Internal City Audit Committee shall manage the work of the independent auditor, reviewing both the Annual Audit and the Comprehensive Annual Financial Report (CAFR) prior to submission to the city council. The audit committee shall also manage special studies when assigned by the city council.

When called upon to do so by the mayor or any other member of the audit committee, the audit committee shall meet to review any other financial matter of the city.

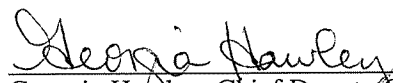
The audit committee may, upon its own motion, establish and adopt bylaws or rules of order to govern the proceedings of the committee.

SECTION 2. This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

ADOPTED, SIGNED AND APPROVED this 3rd day of October, 2006.


Cameron Hamilton, Mayor

ATTEST:


Georgia Hawley, Chief Deputy City Clerk

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

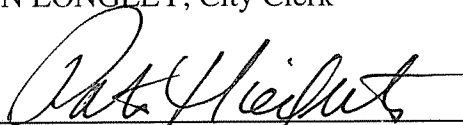
I, JOHN LONGLEY, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1703, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 3rd day of October, 2006, 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 become effective on November 2, 2006, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

COUNCIL:	McCRACKEN	P. MARTINEZ	F. MARTINEZ	HERNANDEZ	HAMILTON
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN LONGLEY, City Clerk


By: Patrice Hildreth, Deputy City Clerk



CITY COUNCIL AGENDA – APRIL 20, 2021

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 meeting on April 6, 2021, 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-eight (58) 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. On October 9, 2020, apparently in consideration of the approaching holidays (e.g. Halloween, Thanksgiving, Christmas, etc.), the State issued guidance to allow up to three households to gather outdoors, including in a public park or outdoor space, allowing for social distancing, hand hygiene and wearing of face coverings unless eating or drinking, and not to exceed two hours in duration. On December 3, 2020, in response to rapidly increasing positive cases and hospitalizations (especially requiring ICU care), the State issued new stay home Orders that prohibited all gatherings with members of other households. On January 25, 2021, the State ended its stay home Orders, removing the prohibited gathering restriction. On April 12, 2021, the State issued new guidance for

activities and business tiers consistent with the Blueprint for a Safer Economy, which continues to strongly discourage indoor gatherings, but does allow for outdoor social gatherings not to exceed fifty (50) individuals in the Orange (Moderate) Tier and one hundred (100) individuals in the Yellow (Minimal) Tier.

The County and most cities across the county have 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 prepared 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. On September 28, 2020, the State allowed public playgrounds to reopen with guidance and restrictions, which at its meeting on October 6, 2020, the Council acted to keep playgrounds closed until further action. In its regional stay at home order issued on December 3, 2020, the State ordered the closing of all indoor and outdoor playgrounds, but did encourage residents to experience outdoor recreation without gathering with anyone outside their immediate household. On December 9, 2020, the State changed its guidance on outdoor playgrounds, allowing to remain open to facilitate physically distanced personal health and wellness through outdoor exercise. At its meeting on February 2, 2021, the Council acted to reopen the City's public playgrounds and skatepark in accordance with State guidance and restrictions. On February 19, 2021, the State released new guidance for both indoor and outdoor youth and recreational adult sports, effective February 26, 2021. Adhering and consistent with State guidance, the City began offering the reservation of park arbors and pavilions on March 27, 2021, and reopened the Zalud House Museum on March 25, 2021.

Due to the pandemic and to avoid mass gatherings, the community has suffered from the cancellation in the prior calendar year of the Iris Festival, Cinco de Mayo Parade, Porterville Fair, Military Banner Ceremony, KJUG Summer Concert Series, Freedom Fest, Pioneer Days, Veterans Day Parade, Christmas Tree-Lighting Ceremony and the Children's Christmas Parade (December), which further cancellations in the current calendar year may likely occur.

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, although has begun to accumulate. Since the Council's action on March 17, 2020 and as of March 31, 2021, there was \$1,090,988 in unpaid City utility accounts (water: \$527,676; sewer: \$294,514; and refuse: \$268,797), with the corresponding total loss in late fees of \$488,263 - more than double the City's experience prior to the Governor's Executive Order. 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 ninety (90) total hotel rooms available to homeless individuals participating in the Project Roomkey program across the county, with sixty-eight (68) 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. However, Helping Hands recently decided to close its program in October 2020 due to limited donations and participation.

The City's contract operator of the planned navigation center, Turning Point of Central California, had been issued building permits and was making necessary improvements for anticipated opening in the month of July, 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 two-thirds 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 daily services only on August 18, 2020. With the final completion of the requisite fire suppression and monitoring system, Turning Point began offering emergency shelter and transitional housing on November 15, 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. At its meeting on December 15, 2020, the Council acted to appoint Council Member Carrillo to replace former Council Member Gurrola on the Committee.

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. In enforcement of the emergency Ordinance since adoption by Council, the Fire Department's Code Enforcement Division has eleven (11) documented business-oriented incidents, and the Police Department has one hundred (100) documented individual or group incidents.

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.

On August 28, 2020, Governor Newsom announced that the State was implementing a new County Monitoring List system known as the Blueprint for a Safer Economy, incorporating standardized four tiers dependent upon a county's daily new cases per 100,000 population and testing positivity rates and the corresponding effect on economic sectors guidelines for operation. At the time of this report, Tulare County is in the Orange (Moderate) tier given its daily positive case rate per 100,000 population exceeds two (3.3 at the time of this report), however, the positivity rate meets the Yellow (Minimal) tier requirement of less than two percent (1.9% at the time of this report). At the time of this report, there are twenty-two (22) counties in the Red (Substantial) tier, thirty-three (33) counties in the Orange (Moderate) tier and three counties in the Yellow (Minimal) tier. Under the new system, the State allowed barber and hair salons to reopen indoor operations on August 31, 2020, and allowed nail salons to reopen indoor operations on September 22, 2020, if permitted by local county public health officials. The State further allowed expanded personal care services to reopen indoor operations on October 20, 2020, including esthetic, skin care, electrology, body art professionals, tattoo parlors, piercing shops and massage therapy (in non-healthcare settings).

On September 30, 2020, the State announced a new health equity metric to be included in the Blueprint for a Safer Economy, requiring that test positivity rates in disadvantaged communities that comprise the lowest quartile of a county's Healthy Places Index census tracts do not significantly lag behind overall county test positivity rates. In order to advance to the next less restrictive tier (e.g. Purple-widespread to Red-substantial), a county will need to meet an equity metric and/or demonstrate targeted investments to eliminate disparities in levels of transmission. According to Tulare County's report as of October 13, 2020, the lowest quartile does not include Porterville areas exceeding 8% positivity, with the census tracts of Cutler/Yettum (24.4%), Pixley/Teviston (18.9%), Earlimart (15.6%), Alpaugh/Allensworth/Richgrove (15.4%), South-Central Tulare (13.3%), Tipton/Woodville (12.5%), West-Central Tulare (11.8%) and Orosi (8.9%) being of greatest concern. As referenced by a Member of Council, at its meeting on October 6, 2020, the Tulare County Board

of Supervisors adopted a Resolution, demanding clarity, consistency, and continuity from Governor Newsom regarding COVID-19 directives to counties.

On November 19, 2020, due to the observed significant rise in positive cases, the State announced a "Limited Stay At Home Order" that in all counties in the Purple (Widespread) tier under the State's Blueprint for a Safer Economy, requiring that all non-essential business and public activities cease to occur between 10:00 PM and 5:00 AM, effective November 21, 2020 through December 21, 2020 or as may be extended. On January 25, 2021, the State removed this Order effective immediately.

On December 3, 2020, due to the continued significant rise in positive cases and hospitalizations (especially ICU care), the State issued a "Regional Stay At Home Order" with the state separated into five regions by county and centered around maintaining a minimum of fifteen percent (15%) regional hospital ICU capacity, with Tulare County joining eleven (11) other counties in the "San Joaquin Valley" region. The San Joaquin Valley region experienced 14.1% ICU capacity on December 5th and 6.6% capacity on December 6th, causing the new regional order to go into effect in the San Joaquin Valley region at 11:59 P.M. on December 6th. At the time of this report, the San Joaquin Valley region has 21.5% ICU capacity. The regional order modified business operations, including: 1) limit indoor retail to no more than twenty percent (20%) capacity; 2) limit restaurants to delivery/pick-up/take-out only; 3) limit worship and political expression to outdoor only; 4) limit outdoor recreation to no drink or food sales; 5) limit essential office work only when remote work is not possible; and 6) limit hotels and lodging to only supporting critical infrastructure. The regional order closes business operations, including: 1) barber and hair salons; 2) personal care services (esthetician, massage, nail and tattoo); and 3) museums. On January 25, 2021, the State removed this Order, returning to the State's Blueprint for a Safer Economy and the county tiers system.

The new State Blueprint also provided a waiver process to allow TK-6th Grade students to receive in-person instruction with prior County and State approval, which locally St. Anne's School received such approval and began instruction on September 14, 2020. Also locally, Hope Elementary School received waiver approval and began in-person instruction on September 28, 2020, and Porterville Unified School District received waiver approval and began in-person instruction on December 1, 2020. Burton, Pleasant View Elementary and Rockford Elementary have each also received both County and State waiver approval and have begun in-person instruction.

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, at its meeting on September 1, 2020, the Council authorized an 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. Nine entities had been approved to provide outdoor dining, including the Elks Lodge #1342, New China Restaurant, El Jacalito Taqueria, Pho Sho Fusion House, Pizza Factory, El Maguey Mexican Restaurant, Mariscos El-30, RJ's Cafe & Bakery, El Nuevo Mexicali II, Habi Sushi, Black Bear Diner and Birria Y Pollos El Guero, and several more were in the application process prior to outdoor dining being prohibited by the State's regional stay at home orders on December 3, 2020. On January 25, 2021, the State removed the regional stay at home Order, again allowing outdoor dining and the consideration of the outdoor dining permits that were in process. The Council's initial approval of the outdoor dining permit process was effective through January 31, 2021, which at its meeting on February 2, 2021, the Council acted to extend its outdoor dining permit process until June 30, 2021. Subsequently, an additional seven entities have been approved to provide outdoor dining, including Birria y Pupusas Las Favoritas, Denny's, El Nuevo Mexicali, El Tapatio, Landing 13, Taco Truck Cantina and The Mud House.

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. On August 31, 2020, Governor Newsom signed legislation to extend protections for tenants from eviction from COVID-19-related back rent through February 1, 2021, as well as extended anti-foreclosure protections in the Homeowner Bill of Rights to small landlords, and on January 20, 2021, Governor Newsom signed legislation to extend the protections through June 30, 2021.

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 now across the state, and that PDC would not be accepting any new patients until further notice. As of September 12, 2020, there were no patients being treated at PDC, with the State designating the "warm closure" of the facility that can be reactivated within seventy-two (72) hours if necessary. The State has indicated that due to rising hospitalizations, it anticipated that PDC would be reopened as a regional alternate site, which was activated on December 15, 2020, and at the time of this report is currently not treating any patients and has been returned to "warm closure" status.

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 for the next several months. In addition, the City has partnered with the County in providing free community walkup testing, occurring weekly on Tuesdays in the public parking lot south of the Centennial Plaza building.

The United States Food and Drug Administration (FDA) provided emergency use authorization for the Pfizer-BioNTech COVID-19 vaccine on December 11, 2020, the Moderna vaccine on December 18, 2020 and the Johnson & Johnson vaccine on February 27, 2021, which the State provided guidelines for the distribution of vaccines in three phases. Consistent with the State's identified Phase 1A/Tier 1 priority, Tulare County began vaccinations the week of December 14, 2020, with approximately 3,000 vaccines administered. At the time of this report, the County has received 256,825 vaccines and administered 131,671 vaccines to residents, and is available to all individuals age 16 or older. The County has identified large-scale community vaccination sites, with locations in Porterville (Porterville College), Tulare (Ag Center) and Visalia (College of the Sequoias), though the County plans to transition the Porterville vaccination site to the Porterville Fairgrounds in May 2021 due to a parking lot project planned at Porterville College. At its Special Meeting on April 13, 2021, the City Council approved a mass vaccination and resource fair event sponsored by the County at the Porterville Fairgrounds on Sunday, April 18th through Tuesday, April 20th.

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.

On December 27, 2020, President Trump signed a \$900 billion COVID-19 relief bill into law, which included enhanced unemployment benefits, direct cash payments, small business assistance, childcare and education funding, rental assistance, vaccine and hospital funding, and payroll tax repayment, but did not include local government funding. Tulare County has reported that it would be receiving \$13 million in direct funding for rental and utility assistance, which it opted to dedicate to the State under SB 91 legislation for matching funds of \$14 million, with the total estimated \$27 million to be administered by the Local Initiatives Support Corporation (LISC) through local non-profit organizations beginning by March 15, 2021.

On March 11, 2021, President Biden signed the \$1.9 trillion American Rescue Plan Act, which includes \$65 billion in local government funding assistance, with estimates by adopted population formulas would provide \$20,725,496 in direct federal financial assistance to the City. Guidelines for the eligible use of funds are currently being drafted by the U.S. Department of the Treasury, which will administer the funds. The City's first allocation of \$10,362,748 is expected to be received by May 11, 2021, which the second allocation could be accessed no less than twelve (12) months later if the first allocation is fully expended, with all funds required to be expended by December 31, 2024.

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 had to review for consistency. On September 17, 2020, the City received notification from HUD of an additional \$393,000 in additional CDBG-CV funds, which City staff is still awaiting final approval from HUD on the use of funds. 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, which due to the State's current regional stay at home order, at its meeting on December 15, 2020, the Council acted to defer the biannual collection again until July 2021.

On December 3, 2020, given the new Regional Stay-at-Home Orders, the State announced that a new \$500 million in grants would be made available to assist small businesses impacted by the Orders, which the application period for the first round of funding opened on December 30, 2020, and closed on January 13, 2021. A second round of funding was committed to by the State, with the application period having opened on February 2 and closed on February 8, 2021. Four additional rounds of funding were announced by the State on March

3, 2021, with the third round (waitlisted applicants from the first and second rounds only) having opened on March 5 and closed March 11, 2021, the fourth round (nonprofit cultural institutions only) opened on March 16 and closed on March 23, 2021, the fifth round (open to all eligible applicants) opened on March 25 and closed on March 31, 2021, and the sixth round (open to all eligible applicants) opening on April 28, 2021 and closing on May 4, 2021.

Given challenges of access and gaps in available small business assistance, some cities have developed self-funded small business assistance programs. As an example, the City of Whittier recently developed a \$500,000 small business assistance grant program, with eligible businesses required to have a valid business license, be independently owned and operated, and have a physical commercial location (home based businesses are not eligible). The program provides \$500 to personal care services providers (i.e. hair, massage, nail, skincare, tattoo), \$2,000 to businesses that generate less than \$250,000 in gross taxable sales, and \$2,500 to businesses that generate more than \$250,000 in gross taxable sales. Small businesses are defined generating less than \$1.25 million in gross taxable sales.

From a City financial perspective, there is uncertainty as to how the pandemic would affect local sales tax and transient occupancy tax, which could be further compounded by a potential 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.

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.

On Friday, January 8, 2021, Governor Newsom announced the State's proposed \$227 billion budget for the upcoming 2021-2022 fiscal year, allocating \$15 billion for COVID-19 recovery and support, focused on vaccinations, safe reopening of schools, support for small businesses, and funding for California residents, but did not include financial support for cities.

On Tuesday, February 23, 2021, Governor Newsom signed the Golden State Stimulus legislation, that provides \$9.6 billion in financial assistance to eligible individuals and families, and economic aid to qualifying small businesses and non-profits.

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 of Porterville Guidelines for Expanded Outdoor Dining
26. State of California Guidance for Reopening Outdoor Public Playgrounds: September 28, 2020
27. Tulare County Resolution - State COVID-19 Directives Clarity: October 6, 2020
28. State of California Guidance for Private Gatherings: October 9, 2020
29. Tulare County Healthy Places Index Update: October 13, 2020
30. State of California Guidance for Expanded Personal Care Services: October 20, 2020
31. State of California Limited Stay At Home Order - November 19, 2020
32. State of California Regional Stay At Home Order - December 3, 2020
33. State of California COVID-19 Vaccine Prioritization - January 7, 2021
34. Tulare County COVID-19 Vaccine Distribution Plan - January 7, 2021
35. Tulare County COVID-19 Vaccine Schedule
36. Tulare County Emergency Rental and Utility Assistance Program
37. State of California Outdoor and Indoor Youth and Recreational Adult Sports Guidance - February 19, 2021
38. City of Porterville Utilities Past Due Balances as of March 31, 2021
39. State of California Guidance for Activity and Business Tiers - April 12, 2021

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.

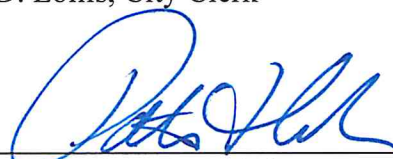
PASSED, APPROVED, AND ADOPTED this 17th day of March, 2020.



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

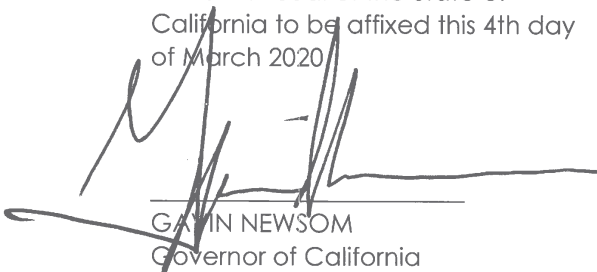
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

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:

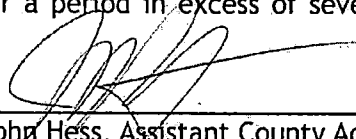
1. Proclaims that a local emergency, as defined in Government Code Section 8558 and Tulare County Ordinance Code Section 1-15-1005, now exists within the County due to the presence of COVID-19; and
2. Requests that the Governor of the State of California request a federal declaration to provide assistance, 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

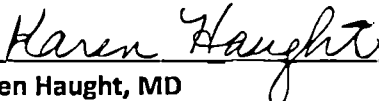
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

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

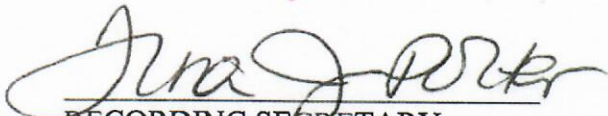
NOES: 0

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, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended, on the conditions that:

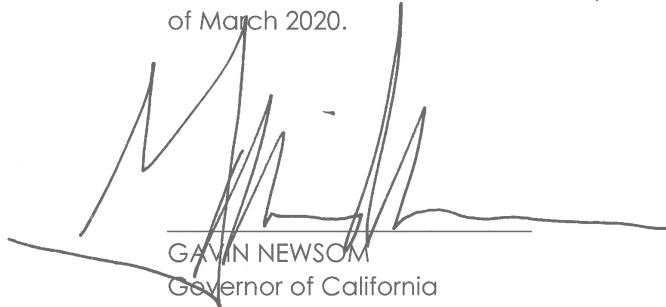
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice requirement in paragraph (i), each state or local body must notice at least one publicly accessible location from which members of the public shall have the right to observe and offer public comment at the public meeting, consistent with the public's rights of access and public comment otherwise provided for by the Bagley-Keene Act and the Brown Act, as applicable (including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act).

In addition to the mandatory conditions set forth above, all state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 12th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-28-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

WHEREAS many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

WHEREAS Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

WHEREAS because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

WHEREAS local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

WHEREAS local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

WHEREAS in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

WHEREAS many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

WHEREAS many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
 - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
 - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-32-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS in the past two years, the State of California has allocated \$1.15 billion to local partners through the Homeless Emergency Aid Program and the Homeless Housing, Assistance, and Prevention Program, funding intended to provide for a variety of programs and facilities aimed at combatting homelessness; and

WHEREAS on March 17, 2020, I signed Senate Bill 89, emergency legislation that authorizes \$500 million in immediately available funding to help California fight COVID-19 for any purpose related to the March 4, 2020 proclamation of a State of Emergency, including to support local governments to protect the health and safety of homeless populations, reduce the spread of COVID-19 in homeless populations, and provide safe beds for people experiencing homelessness; and

WHEREAS the emergency of COVID-19 necessitates a more focused approach, including emergency protective measures to bring unsheltered Californians safely indoors, expand shelter capacity, maintain health and sanitation standards and institute medically indicated interventions, and add new isolation and quarantine capacity to California's shelter and housing inventory to slow the spread of the pandemic; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

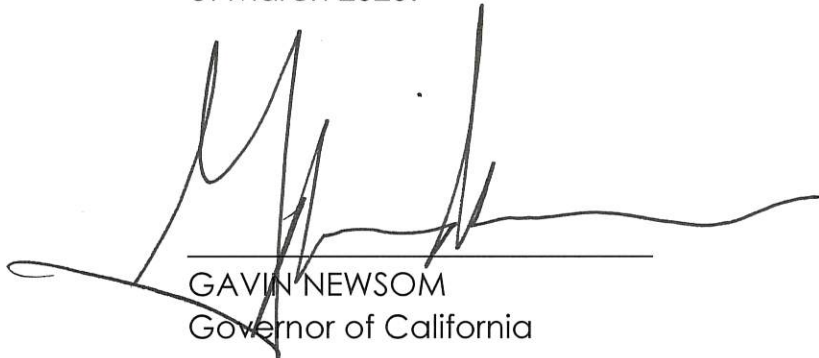
- 1) To the limited extent that any part of Health & Safety Code section 50214, subdivision (a), restricts a local jurisdiction from expending Homeless Emergency Aid Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through implementing guidance from the Department of Public Health on hand and respiratory hygiene and protective congregate living protocols, and providing isolation and quarantine capacity, that part is suspended.

- 2) To the limited extent that any part of Health & Safety Code section 50219, subdivision (c), restricts a local jurisdiction from expending Homeless Housing, Assistance, and Prevention Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through expanding shelter and housing services and capacity, that part is suspended.
- 3) Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are suspended for any project using Homeless Emergency Aid Program funds, Homeless Housing, Assistance, and Prevention Program funds, or funds appropriated in Senate Bill 89, signed on March 17, 2020.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 18th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-33-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating updated and more stringent guidance from federal, state, and local public health officials; and

WHEREAS for the preservation of public health and safety throughout the entire State of California, I find it necessary for all Californians to heed the State public health directives from the Department of Public Health.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8627, and 8665 do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To preserve the public health and safety, and to ensure the healthcare delivery system is capable of serving all, and prioritizing those at the highest risk and vulnerability, all residents are directed to immediately heed the current State public health directives, which I ordered the Department of Public Health to develop for the current statewide status of COVID-19. Those directives are consistent with the March 19, 2020, Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response, found at: <https://covid19.ca.gov/>. Those directives follow:

ORDER OF THE STATE PUBLIC HEALTH OFFICER
March 19, 2020

To protect public health, I as State Public Health Officer and Director of the California Department of Public Health order all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>. In addition, and in consultation with the Director of the Governor's Office of Emergency Services, I may designate additional sectors as critical in order to protect the health and well-being of all Californians.

Pursuant to the authority under the Health and Safety Code 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150, this order is to go into effect immediately and shall stay in effect until further notice.

The federal government has identified 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or

destruction would have a debilitating effect on security, economic security, public health or safety, or any combination thereof. I order that Californians working in these 16 critical infrastructure sectors may continue their work because of the importance of these sectors to Californians' health and well-being.

This Order is being issued to protect the public health of Californians. The California Department of Public Health looks to establish consistency across the state in order to ensure that we mitigate the impact of COVID-19. Our goal is simple, we want to bend the curve, and disrupt the spread of the virus.

The supply chain must continue, and Californians must have access to such necessities as food, prescriptions, and health care. When people need to leave their homes or places of residence, whether to obtain or perform the functions above, or to otherwise facilitate authorized necessary activities, they should at all times practice social distancing.

- 2) The healthcare delivery system shall prioritize services to serving those who are the sickest and shall prioritize resources, including personal protective equipment, for the providers providing direct care to them.
- 3) The Office of Emergency Services is directed to take necessary steps to ensure compliance with this Order.
- 4) This Order shall be enforceable pursuant to California law, including, but not limited to, Government Code section 8665.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 19th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

ESSENTIAL WORKFORCE

On March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents immediately to heed current State public health directives to stay home, except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect health and well-being of all Californians.

In accordance with this order, the State Public Health Officer has designated the following list of “Essential Critical Infrastructure Workers” to help state, local, tribal, and industry partners as they work to protect communities, while ensuring continuity of functions critical to public health and safety, as well as economic and national security.

Sector Index:

1. [Health and Public Health Sector](#)
2. [Emergency Services Sector](#)
3. [Food and Agriculture Sector](#)
4. [Energy Sector](#)
5. [Water and Wastewater Sector](#)
6. [Transportation and Logistics Sector](#)
7. [Communications and Information Technology Sector](#)
8. [Government Operations and Other Community-Based Essential Functions](#)
9. [Critical Manufacturing Sector](#)
10. [Financial Services Sector](#)
11. [Chemical Sector](#)
12. [Defense Industrial Base Sector](#)
13. [Industrial, Commercial, Residential and Sheltering Facilities and Services](#)

Relevant Guidance For All Sectors:

- [Face Coverings Guidance](#)
 - [Orientación Sobre el Uso de Mascarillas de Tela](#)
- [Self-Isolation for Older Adults and Those Who Have Elevated Risk](#)
 - [Aislamiento para Adultos Mayores y Personas que Tienen un Riesgo Elevado](#)
- [Employers, health care workers and workers in general industry](#)

1. HEALTHCARE / PUBLIC HEALTH

Sector Profile

The Healthcare and Public Health (HPH) Sector is large, diverse, and open, spanning both the public and private sectors. It includes publicly accessible healthcare facilities, research centers, suppliers, manufacturers, and other physical assets and vast, complex public-private information technology systems required for care delivery and to support the rapid, secure transmission and storage of large amounts of HPH data.

Essential Workforce, if remote working is not practical:

1. Health care providers and caregivers (including physicians, dentists, psychologists, mid-level practitioners, nurses, assistants, and aids; infection control and quality assurance personnel; pharmacists; physical, respiratory, speech and occupational therapists and assistants; social workers and providers serving individuals with disabilities including developmental disabilities; optometrists; speech pathologists; chiropractors; diagnostic and therapeutic technicians; and radiology technologists).
2. Workers required for effective clinical, command, infrastructure, support service, administrative, security and intelligence operations across the direct patient care and full healthcare and public health spectrum, including accounting, administrative, admitting and discharge, engineering, accrediting, certification, licensing, credentialing, epidemiological, source plasma and blood donation, food service, environmental services, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians; emergency medical services workers; prehospital workers including but not limited to urgent care workers; inpatient and hospital workers; outpatient care workers; home care workers; workers at long-term care facilities, residential and community-based providers; workplace safety workers).
3. Workers needed to support transportation to and from healthcare facilities and provider appointments.
4. Workers needed to provide laundry services, food services, reprocessing of medical equipment, and waste management.
5. Vendors and suppliers (including imaging, pharmacy, oxygen services, durable medical equipment)
6. Workers who perform critical clinical research, development, and testing needed for COVID-19 response.
7. Workers in other medical and life science facilities (including Ambulatory Health and Surgical, Blood Banks, Clinics, Community Mental Health, Comprehensive Outpatient rehabilitation, End Stage Renal Disease, Health Departments, Home Health care, Hospices, Hospitals, Long Term Care, Organ Pharmacies, Procurement Organizations, Psychiatric, Residential, Rural Health Clinics and Federally Qualified Health Centers, and retail facilities specializing in medical goods and supplies, including cannabis).
8. Workers for health manufacturing (including life science companies, and companies that have shifted production to medical supplies), materials and parts suppliers, technicians, logistics and warehouse operators, printers, packagers, and distributors of medical equipment (including those who test and repair), personal protective equipment (PPE), isolation barriers, medical

- gases, pharmaceuticals (including materials used in radioactive drugs, and cannabis products), dietary supplements, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, personal hygiene products, and tissue and paper towel products.
9. Public health / community health workers, including those who compile, model, analyze and communicate public health information.
 10. Behavioral and mental health workers responsible for coordination, outreach, engagement, and treatment to individuals in need of mental health and/or behavioral services.
 11. Donors of blood bone marrow, blood stem cell, or plasma and the workers of the organizations that operate and manage related activities.
 12. Workers that manage health plans, billing, and health information.
 13. Workers who conduct community-based public health functions, conducting epidemiologic surveillance, compiling, analyzing and communicating public health information.
 14. Workers performing IT and cybersecurity functions at healthcare and public health facilities.
 15. Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions.
 16. Pharmacy employees, including workers necessary to maintain uninterrupted prescription filling.
 17. Workers in retail facilities specializing in medical goods and supplies.
 18. Public health and environmental health workers, including workers specializing in environmental health that focus on implementing environmental controls, sanitary and infection control interventions, healthcare facility safety and emergency preparedness planning, engineered work practices, and developing guidance and protocols for appropriate PPE to prevent COVID-19 disease transmission; Public health/ community health workers (including call center workers) who conduct community- based public health functions, conducting epidemiologic surveillance and compiling, analyzing, and communicating public health information.
 19. Mortuary services providers, including workers performing mortuary, funeral, cremation burial, cemetery, and related services, including funeral homes, crematoriums, cemetery workers and coffin makers.
 20. Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to behavioral and mental health services to the family members, responders, and survivors of an incident.
 21. Workers supporting veterinary hospitals and clinics.

Relevant Sector Guidance:

- [All Facility Letters for health care facilities, including long-term care facilities](#)
- [Health care facilities, Skilled Nursing Facilities](#)
- [Individuals with Access and Functional Needs](#)
- [Medical Waste Management - Interim Guidelines](#)
- [Outpatient Healthcare Facility Infection Control Recommendations for Suspect COVID-19 Patients](#)
- [Prioritization of Patients for Laboratory Testing for COVID-19](#)
- [Veterinary Professionals and Premises](#)
- Regional Centers:
 - [Visits to Licensed Residential Facilities](#)
 - [Risk Mitigation Strategies for ARFPSHN, ICF/DD-CN](#)
- [Adult and Senior Care Facilities](#)

- [Cuidado a los Adultos Mayores](#)
- [Community care facilities, including assisted living facilities and child care](#)
- [Medi-Cal Managed Care Health Plans: COVID – 19 Screening and Testing](#)
- [Coverage Options Fact Sheet](#)
 - [Opciones De Cobertura](#)
- [Department of Managed Health Care All Plan Letter](#)
- [California Department of Insurance Bulletin](#)

2. EMERGENCY SERVICES SECTOR

Sector Profile

The Emergency Services Sector (ESS) is a community of highly-skilled, trained personnel, along with the physical and cyber resources, that provide a wide range of prevention, preparedness, response, and recovery services during both day-to-day operations and incident response. The ESS includes geographically distributed facilities and equipment in both paid and volunteer capacities organized primarily at the federal, state, local, tribal, and territorial levels of government, such as city police departments and fire stations, county sheriff's offices, Department of Defense police and fire departments, and town public works departments. The ESS also includes private sector resources, such as industrial fire departments, private security organizations, and private emergency medical services providers.

Essential Workforce, if remote working is not practical:

1. Public, private, and voluntary personnel (front line and management) in emergency management, law enforcement, fire and rescue services, emergency medical services, corrections, rehabilitation and reentry, search and rescue, hazardous material response, and technicians supporting maritime and aviation emergency response.
2. Public Safety Answering Points and 911 call center employees; personnel involved in access to emergency services including the emergency alert system and wireless emergency alerts.
3. Fusion Center employees
4. Workers who support weather disaster / natural hazard monitoring, response, mitigation, and prevention, including personnel conducting, supporting, or facilitating wildfire mitigation activities
5. Workers – including contracted vendors -- who maintain, manufacture, or supply equipment and services supporting law enforcement, fire, EMS, and emergency service response operations (including safety equipment, electronic security, and uniforms)
6. Workers responding to abuse and neglect of children, elders and dependent adults.
7. Animal control officers and humane officers
8. Security staff to maintain building access control and physical security measures
9. Workers and contracted vendors who maintain and provide services and supplies to public safety facilities, including emergency communication center, public safety answering points, public safety communications centers, emergency operation centers, fire and emergency medical services stations, police and law enforcement stations and facilities.

Relevant Sector Guidance:

- [Public Health Guidance about COVID-19 for California State Prisons](#)
- [First responders, including paramedics and EMTs](#)

3. FOOD AND AGRICULTURE

Sector Profile

The Food and Agricultural (FA) Sector is composed of complex production, processing, and delivery systems and has the capacity to feed people and animals both within and beyond the boundaries of the United States. Beyond domestic food production, the FA Sector also imports many ingredients and finished products, leading to a complex web of growers, processors, suppliers, transporters, distributors, and consumers. This sector is critical to maintaining and securing our food supply.

Essential Workforce, if remote working is not practical:

1. Workers supporting groceries, pharmacies, convenience stores, and other retail that sells food or beverage products, and animal/pet food, retail customer support service, information technology support staff, for online orders, pickup/takeout or delivery.
2. Workers supporting restaurant carry-out and quick serve food operations, including food preparation, carry-out and delivery food employees.
3. Food manufacturer employees and their supplier employees to include those employed in food ingredient production and processing-facilities; aquaculture and seafood harvesting facilities; livestock, poultry, seafood slaughter facilities; pet and animal feed processing facilities; human food facilities producing by-products for animal food; beverage production facilities; and the production of food packaging, including recycling operations and processing.
4. Farmers, farm and ranch workers, and agribusiness support services to include those employed in auction and sales; grain and oilseed handling, storage, processing and distribution; animal food, feed, and ingredient production, packaging, and distribution; manufacturing, packaging, and distribution of veterinary drugs; truck delivery and transport.
5. Farmers, farm and ranch workers, support service workers and their supplier employees producing food supply domestically and for export to include those engaged in raising, cultivating, harvesting, packing, storing, or delivering to storage or to market or to a carrier for transportation to market any agricultural or horticultural commodity for human consumption; those engaged in producing and harvesting field crops; cannabis growers; agricultural and commodity inspection; fuel ethanol facilities; storage facilities; biodiesel and renewable diesel facilities; and other agricultural inputs
6. Employees and firms supporting food, feed, and beverage distribution and ingredients used in these products including warehouse workers, vendor-managed inventory controllers, and blockchain managers.
7. Workers supporting the sanitation of all food manufacturing processes and operations from wholesale to retail.
8. Workers supporting the growth and distribution of plants and associated products for home gardens.
9. Workers in cafeterias used to feed workers, particularly worker populations sheltered against COVID-19
10. Workers in animal diagnostic and food testing laboratories
11. Workers essential for assistance programs and government payments
12. Government, private, and non-governmental organizations' workers essential for food assistance programs (including school lunch programs) and government payments.

13. Employees of companies engaged in the production, storage, transport, and distribution of chemicals; medicines, including cannabis; vaccines; and other substances used by the food and agriculture industry, including seeds, pesticides, herbicides, fertilizers, minerals, enrichments, and other agricultural production aids.
14. Animal agriculture workers to include those employed in veterinary health (including those involved in supporting emergency veterinary or livestock services); raising of animals for food; animal production operations; livestock markets; slaughter and packing plants, manufacturers, renderers, and associated regulatory and government workforce.
15. Transportation supporting animal agricultural industries, including movement of animal medical and reproductive supplies and material, animal vaccines, animal drugs, feed ingredients, feed, and bedding, live animals, animal medical materials; transportation of deceased animals for disposal; and associated regulatory and government workforce
16. Workers who support sawmills and the manufacture and distribution of fiber and forest products, including, but not limited to timber, paper, and other wood and fiber products
17. Employees engaged in the manufacture and maintenance of equipment and other infrastructure necessary to agricultural production and distribution
18. Workers at animal care facilities that provide food, shelter, veterinary and/or routine care and other necessities of life for animals.

Relevant Sector Guidance:

- [Food, Beverage, Other Services](#)
 - [Alimentos, Bebidas y Otros Sitios de Servicios Relacionados](#)
- [Food Industry and Food Supply Chain](#)

4. ENERGY

Sector Profile

The Energy Sector consists of widely diverse and geographically dispersed critical assets and systems that are often interdependent of one another. This critical infrastructure is divided into three interrelated segments or subsectors—electricity, oil, and natural gas—to include the production, refining, storage, and distribution of oil, gas, and electric power. The Energy Sector supplies fuels to the transportation industry, electricity to households and businesses, and other sources of energy that are integral to growth and production across the Nation. In turn, it depends on the Nation's transportation, information technology, communications, finance, water, and government infrastructures.

Essential Workforce, if remote working is not possible:

1. Workers supporting the energy sector, regardless of the energy source, segment of the system, or infrastructure the worker is involved in, or who are needed to monitor, operate, engineer, and maintain the reliability, safety, environmental health, physical and cyber security of the energy system, including power generation, transmission and distribution.
2. Workers supporting the energy sector, regardless of the energy source, needed for construction, manufacturing, transportation and logistics, maintenance, and permitting.
3. IT and OT technology for essential energy sector operations including support workers, customer service operations, call centers, and emergency response and customer emergency operations; energy management systems, control systems, Supervisory Control and Data Acquisition SCADA systems, and energy sector entity data centers; cybersecurity engineers; and cybersecurity risk management.
4. Workers providing services related to energy sector fuels and supply chains, supporting the procurement, mining, drilling, processing, refining, manufacturing, refueling, construction, logistics, transportation (including marine transport, terminals, rail and vehicle transport), permitting operation and maintenance, security, waste disposal, storage, and monitoring of support for resources;
5. Workers supporting environmental remediation and monitoring.
6. Workers supporting manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service at energy sector facilities across all energy sectors, and regardless of the energy source.
7. Workers at Independent System Operators and Regional Transmission Organizations, and Network Operations staff, engineers and technicians to manage the network or operate facilities.
8. Workers at Reliability Coordinator, Balancing Authorities, and primary and backup Control Centers, including but not limited to independent system operators, regional transmission organizations, and balancing authorities; and workers involved in energy commodity trading and scheduling.
9. Mutual assistance personnel, which may include workers from outside of the state or local jurisdiction
10. Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them.

5. WATER AND WASTEWATER

Sector Profile

The Water and Wastewater Sector is a complex sector composed of drinking water and wastewater infrastructure of varying sizes and ownership types. Multiple governing authorities pertaining to the Water and Wastewater Sector provide for public health, environmental protection, and security measures, among others.

Essential Workforce, if remote working is not practical:

Employees needed to operate and maintain drinking water and wastewater/drainage infrastructure, including:

1. Operational staff at water authorities
2. Operational staff at community water systems
3. Operational staff at wastewater treatment facilities
4. Workers repairing water and wastewater conveyances and performing required sampling or monitoring
5. Operational staff for water distribution and testing
6. Operational staff at wastewater collection facilities
7. Operational staff and technical support for SCADA Control systems
8. Chemical disinfectant suppliers for water and wastewater and personnel protection
9. Workers that maintain digital systems infrastructure supporting water and wastewater operations

6. TRANSPORTATION AND LOGISTICS

Sector Profile

The Transportation Systems Sector consists of seven key subsectors, or modes:

- Aviation includes aircraft, air traffic control systems, and airports, heliports, and landing strips. Commercial aviation services at civil and joint-use military airports, heliports, and sea plane bases. In addition, the aviation mode includes commercial and recreational aircraft (manned and unmanned) and a wide variety of support services, such as aircraft repair stations, fueling facilities, navigation aids, and flight schools.
- Highway and Motor Carrier encompasses roadway, bridges, and tunnels. Vehicles include trucks, including those carrying hazardous materials; other commercial vehicles, including bicycles, commercial motor coaches and school buses; vehicle and driver licensing systems; taxis, transportation services including Transportation Network Companies, and delivery services including Delivery Network Companies; traffic management systems; AND cyber systems used for operational management.
- Maritime Transportation System consists of coastline, ports, waterways, and intermodal landside connections that allow the various modes of transportation to move people and goods to, from, and on the water.
- Mass Transit and Passenger Rail includes terminals, operational systems, and supporting infrastructure for passenger services by transit buses, trolleybuses, monorail, heavy rail—also known as subways or metros—light rail, passenger rail, and vanpool/rideshare.
- Pipeline Systems consist of pipelines carrying natural gas hazardous liquids, as well as various chemicals. Above-ground assets, such as compressor stations and pumping stations, are also included.
- Freight Rail consists of major carriers, smaller railroads, active railroad, freight cars, and locomotives.
- Postal and Shipping includes large integrated carriers, regional and local courier services, mail services, mail management firms, and chartered and delivery services.

Essential Workforce, if remote working is not practical:

1. Employees supporting or enabling transportation functions, including truck drivers, bus drivers, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, towing and recovery services, roadside assistance workers, intermodal transportation personnel, and workers that maintain and inspect infrastructure
2. Working supporting or providing services that enable logistics operations for essential sectors, wholesale and retail sale, including warehousing, cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
3. Workers supporting maintenance and operation of essential highway infrastructure, including roads, bridges, and tunnels.

4. Workers of firms providing services, supplies, and equipment that enable warehouse and operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
5. Mass transit workers providing critical transit services and/or performing critical or routine maintenance to mass transit infrastructure or equipment.
6. Employees supporting personal and commercial transportation services, including taxis, bicycle services, Transportation Network Companies, and delivery services including Delivery Network Companies
7. Workers responsible for operating dispatching passenger, commuter and freight trains and maintaining rail infrastructure and equipment
8. Maritime transportation and inland waterway workers – to include maintenance and repair – including port authority and commercial facility personnel, dredgers, port workers, mariners, ship crewmembers, ship pilots and tugboat operators, ship supply, Chandler, and equipment operators.
9. Workers who support the operation, inspection, and maintenance of essential dams, locks, and levees.
10. Workers who support the inspection and maintenance of aids to navigation and other government-provided services that ensure continued maritime commerce.
11. Workers supporting transportation of chemicals, hazardous, medical, waste and recyclable materials to support critical sectors and infrastructure.
12. Automotive repair, maintenance, and transportation equipment manufacturing and distribution facilities.
13. Transportation safety inspectors, including hazardous material inspectors and accident investigator inspectors
14. Manufacturers and distributors (to include service centers and related operations) of lighting and communication systems, specialized signage and structural systems, emergency response equipment and support materials, printers, printed materials, packaging materials, pallets, crates, containers, and other supplies needed to support manufacturing, packaging staging and distribution operations
15. Postal, parcel, courier, last-mile delivery, and shipping workers, to include private companies who accept, process, transport, and deliver information and goods.
16. Workers who supply equipment and materials for maintenance of transportation equipment.
17. Employees who repair and maintain vehicles, aircraft, rail equipment, marine vessels, bicycles, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers
18. Workers who support air transportation for cargo and passengers, including operation distribution, maintenance, and sanitation. This includes air traffic controllers, flight dispatchers, maintenance personnel, ramp workers, fueling agents, flight crews, airport safety inspectors and engineers, airport operations personnel, aviation and aerospace safety workers, security, commercial space personnel, operations personnel, accident investigators, flight instructors, and other on- and off-airport facilities workers.
19. Workers critical to the manufacturing, distribution, sales, rental, leasing, repair, and maintenance of vehicles and other transportation equipment (including electric vehicle charging stations) and the supply chains that enable these operations, subject to adhering public health guidance issued by CDPH.
20. Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, construction material

suppliers, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues

21. Workers who support, such as road and line clearing, to ensure the availability of needed facilities, transportation, energy and communications.

7. COMMUNICATIONS AND INFORMATION TECHNOLOGY

Sector Profile

The Communications Sector provides products and services that support the efficient operation of today's global information-based society. Communication networks enable people around the world to contact one another, access information instantly, and communicate from remote areas. This involves creating a link between a sender (including voice signals) and one or more recipients using technology (e.g., a telephone system or the Internet) to transmit information from one location to another. Technologies are changing at a rapid pace, increasing the number of products, services, service providers, and communication options. The national communications architecture is a complex collection of networks that are owned and operated by individual service providers. Many of this sector's products and services are foundational or necessary for the operations and services provided by other critical infrastructure sectors. The nature of communication networks involves both physical infrastructure (buildings, switches, towers, antennas, etc.) and cyber infrastructure (routing and switching software, operational support systems, user applications, etc.), representing a holistic challenge to address the entire physical-cyber infrastructure.

The IT Sector provides products and services that support the efficient operation of today's global information-based society and are integral to the operations and services provided by other critical infrastructure Sectors. The IT Sector is comprised of small and medium businesses, as well as large multinational companies. Unlike many critical infrastructure Sectors composed of finite and easily identifiable physical assets, the IT Sector is a functions-based Sector that comprises not only physical assets but also virtual systems and networks that enable key capabilities and services in both the public and private sectors.

Essential Workforce – Communications, if remote working is not practical:

1. Maintenance of communications infrastructure- including privately owned and maintained communication systems- supported by technicians, operators, call-centers, wireline and wireless providers, cable service providers, satellite operations, Internet Exchange Points, Network Access Points, back haul and front haul facilities, and manufacturers and distributors of communications equipment.
2. Workers performing functions related to undersea cable infrastructure and support facilities, including cable landing sites, beach manhole vaults and covers, submarine cable depots, and submarine cable ship facilities
3. Government and private sector employees supporting Department of Defense internet and communications facilities.
4. Workers who support radio, television, and media service, including, but not limited to front line news reporters, studio, and technicians for newsgathering, reporting, and publishing news.
5. Network Operations staff, engineers and/or technicians to include IT managers and staff, HVAC & electrical engineers, security personnel, software and hardware engineers, and database administrators that manage the network or operate facilities
6. Workers responsible for infrastructure construction and restoration, including contractors for construction and engineering of fiber optic cables, buried conduit, small cells, other wireless facilities, and other communications sector-related infrastructure. This includes construction of

new facilities and deployment of new technology required to address congestion or customer usage on remote services.

7. Installation, maintenance and repair technicians that establish, support or repair service as needed.
8. Central office personnel to maintain and operate central office, data centers, and other network office facilities, and critical support personnel assisting front line employees
9. Customer service and support staff, including managed and professional services as well as remote providers of support to transitioning employees to set up and maintain home offices, who interface with customers to manage or support service environments and security issues, including payroll, billing, fraud, logistics and troubleshooting
10. Workers providing electronic security, fire, monitoring, and life safety services, and who ensure physical security, cleanliness, and the safety of facilities and personnel, including those who provide temporary licensing waivers for security personnel to work in other States or Municipalities.
11. Dispatchers involved with service repair and restoration
12. Retail customer service personnel at critical service center locations for onboarding customers, distributing and repairing equipment and other supply chain personnel, to support individuals' remote emergency communications needs;
13. External Affairs personnel to assist in coordinating with local, state, and federal officials to address communications needs supporting COVID-19 response, public safety, and national security.
14. Workers responsible for ensuring that persons with disabilities have access to and the benefits of various communications platforms, including those involved in the provision of telecommunication relay services, closed captioning of broadcast television for the deaf, video relay services for deaf citizens who prefer communication via American Sign Language over text, and audio-description for television programming.

Essential Workforce - Information Technology, if remote working is not practical:

15. Workers who support command centers, including, but not limited to Network Operations Command Centers, Broadcast Operations Control Center and Security Operations Command Centers
16. Data center operators, including system administrators, HVAC & electrical engineers, security personnel, IT managers and purchasers, data transfer solutions engineers, software and hardware engineers, and database administrators
17. Workers who support client service centers, field engineers, and other workers supporting critical infrastructure, as well as manufacturers and supply chain vendors that provide hardware and software, support services, research and development, information technology equipment (to include microelectronics and semiconductors), and HVAC and electrical equipment for critical infrastructure and test labs and certification agencies that qualify such equipment for critical infrastructure.
18. Workers needed to pre-empt and respond to cyber incidents involving critical infrastructure,, and entities supporting the functioning of critical infrastructure sectors
19. Suppliers, designers, transporters and other workers supporting the manufacture, distribution, and construction of essential global, national and local infrastructure for computing services (including cloud computing services and teleworking capabilities), business infrastructure, financial transactions, web-based services, and critical manufacturing

20. Workers supporting communications systems, information technology, and work from home solutions
21. Employees required to support Software as a Service businesses that enable remote working, performance of business operations, distance learning, media services, and digital health offerings, or required for technical support crucial for business continuity and connectivity.

8. GOVERNMENT OPERATIONS AND OTHER COMMUNITY-BASED ESSENTIAL FUNCTIONS

Essential Workforce, if remote working is not practical.

1. Critical government workers, as defined by the employer and consistent with Continuity of Operations Plans and Continuity of Government plans.
2. County workers responsible for determining eligibility for safety net benefits
3. The Courts, consistent with guidance released by the California Chief Justice
4. Workers who support administration and delivery of unemployment insurance programs, income maintenance, employment service, disaster assistance, workers' compensation insurance and benefits programs, and pandemic assistance
5. Workers to ensure continuity of building functions, including but not limited to security and environmental controls, the manufacturing and distribution of the products required for these functions, and the permits and inspection for construction.
6. Elections personnel
7. Federal, State, and Local, Tribal, and Territorial employees who support Mission Essential Functions and communications networks
8. Trade Officials (FTA negotiators; international data flow administrators)
9. Weather forecasters
10. Workers that maintain digital systems infrastructure supporting other critical government operations
11. Workers who support necessary credentialing, vetting and licensing operations for critical sector workers and operations.
12. Workers who are critical to facilitating trade in support of the national, state, and local emergency response supply chain
13. Workers supporting public and private childcare establishments, pre-K establishments, K-12 schools, colleges, and universities for purposes of distance learning, provision of school meals, or care and supervision of minors to support essential workforce across all sectors
14. Staff at government offices who perform title search, notary, and recoding services in support of mortgage and real estate services and transactions;
15. Workers and instructors supporting academies and training facilities and courses for the purpose of graduating students and cadets that comprise the essential workforce for all identified critical sectors
16. Clergy for essential support and faith-based services that are provided through streaming or other technologies that support physical distancing and state public health guidelines.
17. Human services providers, especially for at risk populations, including home delivered meal providers for older adults, people with disabilities, and others with chronic health conditions; home-maker services for frail, homebound, older adults; personal assistance services providers to support activities of daily living for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services; home health providers who deliver health care services for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services.
18. Government entities, and contractors that work in support of local, state, and federal public health and medical mission sets, including but not limited to supporting access to healthcare and associated payment functions, conducting public health functions, providing medical care,

supporting emergency management, or other services necessary for supporting the COVID-19 response.

Relevant Sector Guidance:

- Schools and institutions of higher education
 - [Guidance for schools \(PDF\)](#)
 - [Directrices para las escuelas sobre el nuevo coronavirus o COVID-19 \(PDF\)](#)
 - [Guidance for colleges and universities](#)
 - [Directrices para las instituciones de educación superior sobre el nuevo coronavirus o COVID-19](#)
- [Guidance for K-12 Schools: Distance Learning, School Meals, Child Care and Student Supervision](#)
- [Guidance for Using Disinfectants at Schools and Child Cares](#)
 - [Recordatorios para el uso de desinfectantes en las escuelas y guarderías](#)
- [Community care facilities, including assisted living facilities and child care](#)

9. CRITICAL MANUFACTURING

Sector Profile

The Critical Manufacturing Sector identifies several industries to serve as the core of the sector: Primary Metals Manufacturing, Machinery Manufacturing, Electrical Equipment, Appliance, and Component Manufacturing, Transportation Equipment Manufacturing Products made by these manufacturing industries are essential to many other critical infrastructure sectors.

Essential Workforce, if remote working is not practical

1. Workers necessary for the manufacturing of metals, industrial minerals, semiconductors, materials and products needed for supply chains of the critical infrastructure sectors.
2. Workers necessary for the manufacturing of materials and products needed to manufacture medical equipment and personal protective equipment
3. Workers necessary for mining and production of critical minerals, materials and associated essential supply chains, and workers engaged in the manufacture and maintenance of equipment and other infrastructure necessary for mining production and distribution.
4. Workers who produce or manufacture parts or equipment that supports continued operations for any essential services and increase in remote workforce, including computing and communication devices, semiconductors, and equipment such as security tools for Security Operations Centers (SOCs) or data centers.
5. Workers manufacturing or providing parts and equipment that enable the maintenance and continued operation of essential businesses and facilities.

10. FINANCIAL SERVICES

Sector Profile

The Financial Services Sector includes thousands of depository institutions, providers of investment products, insurance companies, other credit and financing organizations, and the providers of the critical financial utilities and services that support these functions. Financial institutions vary widely in size and presence, ranging from some of the world's largest global companies with thousands of employees and many billions of dollars in assets, to community banks and credit unions with a small number of employees serving individual communities. Whether an individual savings account, financial derivatives, credit extended to a large organization, or investments made to a foreign country, these products allow customers to: Deposit funds and make payments to other parties; Provide credit and liquidity to customers; Invest funds for both long and short periods; Transfer financial risks between customers.

Essential Workforce, if remote working is not practical:

1. Workers who are needed to process and maintain systems for processing financial transactions and services, including payment, clearing, and settlement; wholesale funding; insurance services; and capital markets activities
2. Workers who are needed to maintain orderly market operations to ensure the continuity of financial transactions and services.
3. Workers who are needed to provide business, commercial, and consumer access to banking and non-bank financial and lending services, including ATMs, lending money transmission, and to move currency, checks, securities, and payments
4. Workers who support financial operations, such as those staffing call, data and security operations centers, managing physical security, or providing accounting services.
5. Workers supporting production and distribution of debit and credit cards.
6. Workers providing electronic point of sale support personnel for essential businesses and workers.

11. CHEMICAL & HAZARDOUS MATERIALS

Sector Profile

The Chemical Sector—composed of a complex, global supply chain—converts various raw materials into diverse products that are essential to modern life. Based on the product produced, the sector can be divided into five main segments, each of which has distinct characteristics, growth dynamics, markets, new developments, and issues: Basic chemicals; Specialty chemicals; Agricultural chemicals; Pharmaceuticals; Consumer products.

Essential Workforce, if remote working is not practical:

1. Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, workers in laboratories, workers at distribution facilities, workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, textiles, building materials, plumbing, electrical and paper products.
2. Workers supporting the safe transportation of chemicals, including those supporting tank truck cleaning facilities and workers who manufacture packaging items
3. Workers supporting the production of protective cleaning and medical solutions, personal protective equipment, disinfectants, and packaging that prevents the contamination of food, water, medicine, among others essential products
4. Workers supporting the operation and maintenance of facilities (particularly those with high risk chemicals and/ or sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections
5. Workers who support the production and transportation of chlorine and alkali manufacturing, single-use plastics, and packaging that prevents the contamination or supports the continued manufacture of food, water, medicine, and other essential products, including glass container manufacturing
6. Workers at nuclear facilities, workers managing medical waste, workers managing waste from pharmaceuticals and medical material production, and workers at laboratories processing test kits
7. Workers who support hazardous materials response and cleanup
8. Workers who maintain digital systems infrastructure supporting hazardous materials management operations
9. Workers who support the removal, storage, and disposal of residential and commercial solid waste and hazardous waste, including landfill and recycling operations.

12. DEFENSE INDUSTRIAL BASE

Sector Profile

The Defense Industrial Base Sector is the worldwide industrial complex that enables research and development, as well as design, production, delivery, and maintenance of military weapons systems, subsystems, and components or parts, to meet U.S. military requirements. The Defense Industrial Base partnership consists of Department of Defense components, Defense Industrial Base companies and their subcontractors who perform under contract to the Department of Defense, companies providing incidental materials and services to the Department of Defense, and government-owned/contractor-operated and government-owned/government-operated facilities. Defense Industrial Base companies include domestic and foreign entities, with production assets located in many countries. The sector provides products and services that are essential to mobilize, deploy, and sustain military operations.

Essential Workforce, if remote working is not practical:

1. Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military, including, but are not limited to, space and aerospace workers, nuclear matters workers, mechanical and software engineers (various disciplines), manufacturing and production workers, IT support, security staff, security personnel, intelligence support, aircraft and weapon system mechanics and maintainers, and sanitary workers who maintain the hygienic viability of necessary facilities.
2. Personnel working for companies, and their subcontractors, who perform under contract or sub-contract to the Department of Defense (DoD) and the Department of Energy (DoE) (on nuclear matters), as well as personnel at government-owned/contractor operated facilities, and who provide materials and services to the DoD and DoE (on nuclear matters), including support for weapon systems, software systems and cybersecurity, defense and intelligence communications, surveillance, sale of U.S. defense articles and services for export to foreign allies and partners (as authorized by the U.S. government), and space systems and other activities in support of our military, intelligence, and space forces.

13. INDUSTRIAL, COMMERCIAL, RESIDENTIAL, and SHELTERING FACILITIES AND SERVICES

Essential Workforce, if remote working is not practical:

1. Construction Workers who support the construction, operation, inspection, and maintenance of construction sites and construction projects (including housing, commercial, and mixed-use construction); and workers who support the supply chain of building materials from production through application/installation, including cabinetry, fixtures, doors, cement, hardware, plumbing, electrical, heating/cooling, refrigeration, appliances, paint/coatings, and employees who provide services that enable repair materials and equipment for essential functions.
2. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, construction material sources, and essential operation of construction sites and construction projects (including those that support such projects to ensure the availability of needed facilities, transportation, energy and communications; and support to ensure the effective removal, storage, recycling and disposal of solid waste and hazardous waste)
3. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, businesses, and buildings such as hospitals and senior living facilities, including any facility supporting COVID-19 response.
4. Workers who support the supply chain of building materials from production through application and installation, including cabinetry, fixtures, doors, cement, hardware, plumbing (including parts and services), electrical, heating and cooling, refrigeration, appliances, paint and coatings, and workers who provide services that enable repair materials and equipment for essential functions.
5. Workers in hardware and building materials stores, consumer electronics, technology and appliances retail, and related merchant retailers, wholesalers and distributors that support essential workforce functions where sales and operations cannot be conducted online
6. Warehouse operators, including vendors and support personnel critical for business continuity (including heating, ventilation, and air conditioning (HVAC) and electrical engineers, security personnel, and janitorial staff), e-commerce or online commerce, and customer service for essential functions.
7. Workers supporting the operations of commercial buildings that are critical to safety, security, and the continuance of essential activities, such as on-site property managers, building engineers, security staff, fire safety directors, janitorial personnel, and service technicians (e.g., mechanical, HVAC, plumbers, electricians, and elevator).
8. Workers supporting ecommerce through distribution, warehouse, call center facilities, and other essential operational support functions, that accept, store, and process goods, and that facilitate their transportation and delivery
9. Workers distributing, servicing, repairing, installing residential and commercial HVAC systems, boilers, furnaces and other heating, cooling, refrigeration, and ventilation equipment.
10. Workers managing or servicing hotels or other commercial and residential buildings that are used for COVID-19 mitigation and containment measures, treatment measures, provide accommodation for essential workers, or providing housing solutions, including measures to protect homeless populations.

11. Workers responsible for the leasing of residential and commercial properties to provide individuals and families with ready access to available housing.
12. Residential and commercial real estate workers, limited to scheduled property viewings to a potential buying party. This does not extend to open-house viewings, nor viewings with more than one buying party at a time.
13. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities and critical sector services
14. Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency “at-home” situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.
15. Workers supporting the entertainment industries, studios, and other related establishments, provided they follow covid-19 public health guidance around physical distancing.
16. Workers that provide or determine eligibility for food, shelter, in-home supportive services, child welfare, adult protective services and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including family members)
17. Workers performing services in support of the elderly and disabled populations who coordinate a variety of services, including health care appointments and activities of daily living.
18. Workers who provide support to vulnerable populations to ensure their health and well-being including family care providers.
19. Workers providing dependent care services, particularly those whose services ensure essential workers can continue to work.
20. Workers who support food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals, such as those residing in shelters.
21. Workers in laundromats, laundry services, and dry cleaners.
22. Workers providing disinfection services, for all essential facilities in essential sectors
23. Workers necessary for the installation, maintenance, distribution, and manufacturing of water and space heating equipment and its components.
24. Support required for continuity of services, including commercial disinfectant services, janitorial/cleaning personnel, and support personnel functions that need freedom of movement to access facilities in support of front-line employees.

Relevant Sector Guidance:

- [Cleaning & Waste Management for Residences 2/2020](#)
- [Essential/Emergency Personnel Providing Critical In-Home Services](#)
- [Home cleaning with COVID-19 positive individuals](#)
- [Recommended Strategic Approaches for COVID-19 Response for Individuals Experiencing Homelessness](#)
- [Flow Chart: COVID-19 Recommended Protocol for People Experiencing Homelessness](#)
- [Homeless Assistance Providers](#)
- [Immigrant Communities](#)
 - [Las Comunidades de Inmigrantes](#)
- [Pets & People](#)

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-37-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating stringent public health emergency orders as well as guidance from federal, state, and local public health officials; and

WHEREAS on March 16, 2020, I issued Executive Order N-28-20, suspending state law limitations on local jurisdictions that impose restrictions on evictions; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, ordering all residents to immediately heed the Order of the State Public Health Officer for all residents, unless exempted, to stay home or at their place of residence; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rent, and leaving them vulnerable to eviction; and

WHEREAS minimizing evictions during this period is critical to reducing the spread of COVID-19 in vulnerable populations by allowing all residents to stay home or at their place of residence in compliance with Executive Order N-33-20; and

WHEREAS Chief Justice Tani Cantil-Sakauye issued advisory guidance on March 20, 2020 for superior courts to suspend most civil trials and hearings for at least 60 days, and on March 23, 2020, suspended all jury trials for a period of 60 days, and extended by 60 days the time period for the holding of a civil trial; and

WHEREAS on March 25, 2020 the Department of Business Oversight secured support from national banks, state banks and credit unions for temporary delays in mortgage payments and foreclosure sales and evictions for homeowners who have economic impacts from COVID-19 with the objective of maximizing consistency and minimizing hurdles potentially faced by borrowers.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The deadline specified in Code of Civil Procedure section 1167 shall be extended for a period of 60 days for any tenant who is served, while

this Order is in effect, with a complaint that seeks to evict the tenant from a residence or dwelling unit for nonpayment of rent and who satisfies all of the following requirements:

- a. Prior to the date of this Order, the tenant paid rent due to the landlord pursuant to an agreement.
 - b. The tenant notifies the landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 7 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19, including but not limited to the following:
 - (i) The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
 - (ii) The tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or
 - (iii) The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.
 - c. The tenant retains verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from an employer or supervisor explaining the tenant's changed financial circumstances, to support the tenant's assertion of an inability to pay. This documentation may be provided to the landlord no later than the time upon payment of back-due rent.
- 2) No writ may be enforced while this Order is in effect to evict a tenant from a residence or dwelling unit for nonpayment of rent who satisfies the requirements of subparagraphs (a)-(c) of paragraph 1.
- 3) The protections in paragraphs 1 and 2 shall be in effect through May 31, 2020.

Nothing in this Order shall prevent a tenant who is able to pay all or some of the rent due from paying that rent in a timely manner or relieve a tenant of liability for unpaid rent.

Nothing in this Order shall in any way restrict state or local governmental authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential property.

IT IS FURTHER ORDERED that this Order supersedes Executive Order N-28-20 to the extent that there is any conflict with that Order.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 27th day of March 2020.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-39-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, COVID-19 continues to spread at a rapid rate, threatening to overwhelm California's healthcare delivery system; and

WHEREAS California is preparing for a surge in the number of people who will need hospital care during the COVID-19 outbreak by increasing the number of hospital beds and post-acute care facilities that can treat and serve patients; and

WHEREAS this anticipated increase in the use of the healthcare system will require an increase in the health care workforce such as nurses, doctors, medical assistants, and emergency medical technicians; and

WHEREAS maximizing the number of qualified and capable medical and healthcare workers in service in California is imperative to ensure that Californians impacted by COVID-19 can access medical treatment; and

WHEREAS, the anticipated surge requires temporary adjustment of California's staffing and health and safety standards for health providers and health facilities, which are among the strongest in the nation, as numerous professionals are unable to satisfy professional licensing requirements in light of the COVID-19 pandemic that then subsequently prevent them from providing necessary medical and healthcare assistance to the public; and

WHEREAS, our most vulnerable residents who rely on state and local government for social services need additional support during this time; and

WHEREAS the Department of Developmental Services operates Stabilization, Training, Assistance and Reintegration (STAR) community crisis homes to treat individuals with developmental disabilities in acute crisis and additional STAR homes are required to provide treatment to such individuals and to protect the public health during the COVID-19 crisis; and

WHEREAS federal guidance permits monthly caseworker visits with children under court jurisdiction to be accomplished through videoconferencing in limited circumstances, such as a declaration of an emergency that prohibits or strongly discourages face-to-face contact for public health reasons; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To assist in the care and/or to protect the health of individuals in hospitals and other health facilities, and due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the licensing and staffing requirements of chapters 2 and 2.4 of division 2 of the Health and Safety Code and any accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. To the extent the facility maintains a disaster and mass casualty plan, the facility granted a waiver shall be established and operate in accordance with that plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 2) To facilitate the continued provision of care due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing and certification requirements and amend scopes of practice of chapters 2, 2.35, and 8 of division 2 of the Health and Safety Code and any accompanying regulations with respect to certified nursing assistants, home health aides, and nursing home administrators, and chapter 3, division 2 of the Business and Professions Code and accompanying regulations with respect to certified hemodialysis technicians. The Department shall provide guidance to facilities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 3) The certification and permitting requirements of the Radiologic Technology Act (as identified in Health and Safety Code section 27) are, only for the duration of the declared emergency, suspended for all persons:
 - (i) whose certificate or permit issued pursuant to the Radiological Technology Act is expired, regardless of expiration date, or has been canceled; or
 - (ii) who hold Radiography certification issued by the American Registry of Radiologic Technologists or are an American Registry of Radiologic Technologists Registered Radiologist Assistant; or
 - (iii) who are credentialed as Radiology Practitioner Assistants by the Certification Board for Radiology Practitioner Assistants; or

- (iv) who are certified, permitted or otherwise authorized to perform radiologic technology by passing a State-required examination by a state other than the State of California; and
- (v) who are working under the supervision of a person licensed under the Medical Practice Act, except that the requirement to be under supervision shall not apply to a licentiate of the healing arts, as defined in the Radiological Technology Act; and
- (vi) who are deemed by a health facility as necessary workforce for purposes of this Order.

The specific certification requirements of Health and Safety Code section 107110 are suspended for any person who is licensed under the Medical Practice Act (Business and Professions Code sections 2000, et seq.). Except for persons licensed under the Medical Practice Act, this suspension of certification and permitting requirements shall not apply to persons who have never been either certified or permitted by the Department of Public Health, or certified, permitted, or otherwise authorized by the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state. This suspension of certification and permitting requirements shall also not apply to persons whose certificate, permit, or other authorization has been revoked or suspended for cause by the Department of Public Health, the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state.

- 4) To ensure hospitals are adequately prepared and staffed to treat COVID-19 patients, the Director of the State Department of Public Health may temporarily waive licensing requirements in Health and Safety Code section 1277 and sections 70203(a)(2), 70701(a)(1)(E), 70703(b), and 70705(a) of Chapter 1, Article 3, of Title 22, that pertain to the credentialing and privileging of physicians. Any waiver shall include alternate measures that, under the circumstances, ensure the competency of physicians providing medical services at the hospital.
- 5) To facilitate the continued provision of care to individuals affected by the COVID-19 outbreak, the Director of the Department of Consumer Affairs may to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing requirements and amend scopes of practice in Division 2 of the Business and Professions Code, and any accompanying regulations. Professional licensing requirements should be interpreted broadly to effectuate the purposes of this executive order, and they include, but are not limited to, the examination, education, experience, and training requirements necessary to obtain and maintain licensure, and requirements governing the practice and permissible activities for licensees. The Department, in conjunction with the relevant licensing board, shall provide guidance identifying the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver may include alternative measures that, under the circumstances, will allow the regulated individual to treat patients while protecting public health

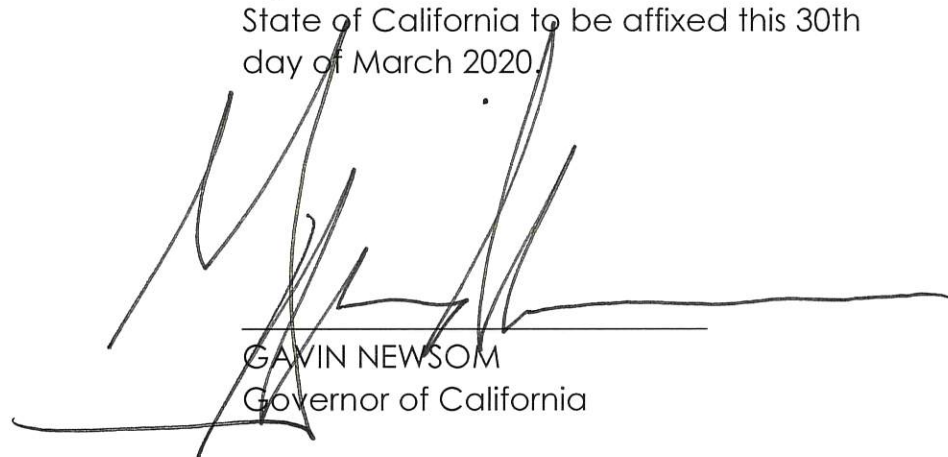
and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

- 6) To ensure the continued operation of the Emergency Medical Services (EMS) system without unduly endangering the people of California during the COVID-19 outbreak, the Director of the California Emergency Medical Services Authority may as necessary and only for the duration of the declared emergency, suspend any licensing, certification, or training requirements for EMS personnel as contained in the EMS Act Chapters 2, 3, and 4, and accompanying regulations, including the authority to permit EMS personnel to provide services in any setting as authorized by the Director for the performance of the current scope of practice. The Authority shall provide guidance to local emergency medical services authorities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waivers granted pursuant to this paragraph shall be posted on the Authority's website.
- 7) Notwithstanding the Government Code section 14669, or any other law, the Director of the Department of Developmental Services has the authority to enter into a lease, lease-purchase, lease with option to purchase any real or personal property or any other agreement to procure residences or facilities and necessary equipment, goods or services to serve those individuals with development disabilities in crisis, to respond to, mitigate the effects or prevent the spread of COVID-19 to individuals with developmental disabilities or the general community. The leases or agreements may be executed without the review or prior approval of any other state department or agency. The leases or agreements executed pursuant to this provision shall be in effect so long as necessary to address the COVID-19 crisis or its effects.
- 8) The Department of Social Services may, to the extent the Department deems necessary to respond to the COVID-19 crisis, allow any state monthly face-to-face caseworker visitation requirement, standard, or criteria set forth in the Welfare and Institutions Code sections 16501.1, subdivision (l), 16516.5, and 16516.6, as well as accompanying regulations or other written directives, policies or procedures, to be accomplished through videoconferencing, instead of in-person contact. This flexibility shall only be utilized by caseworkers in keeping with guidance from the Department and after a child-specific decision based on the training and experience of the social worker, considering all available information, that an in-person visit is not necessary to ensure the child's safety and well-being. Any flexibility granted pursuant to this paragraph shall not waive or conflict with applicable federal requirements in United States Code, Title 42, sections 622, subdivision (b)(17) and 624, subdivision (f), as modified for emergency waivers in guidance issued March 18, 2020, in the Child Welfare Policy Manual Title IV-B, section 7.3, question 8 and shall expire at the end of the emergency declaration, in 90 days, or sooner as determined by the Department. Any flexibility granted pursuant to this paragraph shall be posted to the Department's website.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 30th day of March 2020.

A large, stylized handwritten signature in dark ink, likely belonging to Gavin Newsom, is written over a horizontal line. The signature is composed of several sharp, sweeping strokes.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-42-20

WHEREAS on March 4, 2020, I proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS it is the established policy of the State under Water Code section 106.3 that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes; and

WHEREAS to limit the spread of COVID-19 it is crucial that Californians wash their hands regularly and thoroughly; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of work hours or wages, or layoffs related to COVID-19, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS many small businesses that provide services essential to the health and well-being of Californians have experienced substantial reductions in income, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS the California Public Utilities Commission has directed private water utilities under its jurisdiction to implement customer service protections, including a moratorium on service disconnections, during the COVID-19 emergency; and

WHEREAS more than 100 public and private water systems have voluntarily agreed to halt disconnections as well; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with the various statutes and regulations concerning water shutoffs specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and the statutes of the State of California, and in particular, Government Code sections 8567, 8570, 8571, and 8627, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The authority of urban and community water systems, as defined in Health and Safety Code section 116902, subdivision (d), to discontinue residential service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment under Health and Safety Code sections 116908 and 116910, is suspended.
- 2) Water systems not subject to the requirements of Health and Safety Code sections 116908 and 116910 shall not discontinue residential

service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment.

- 3) Water systems shall restore any residential service to occupied residences that has been discontinued for nonpayment since March 4, 2020.
- 4) Water systems shall not discontinue service to any business in the critical infrastructure sectors designated by the State Public Health Officer as critical to protect the health and well-being of all Californians that qualifies as a small business under 13 C.F.R. § 121.201 of the Small Business Administration's regulations.
- 5) The State Water Resources Control Board shall identify best practices, guidelines, or both to be implemented during the COVID-19 emergency (i) to address non-payment or reduced payments, (ii) to promote and to ensure continuity of service by water systems and wastewater systems, and (iii) to provide measures such as the sharing of supplies, equipment and staffing to relieve water systems under financial distress.

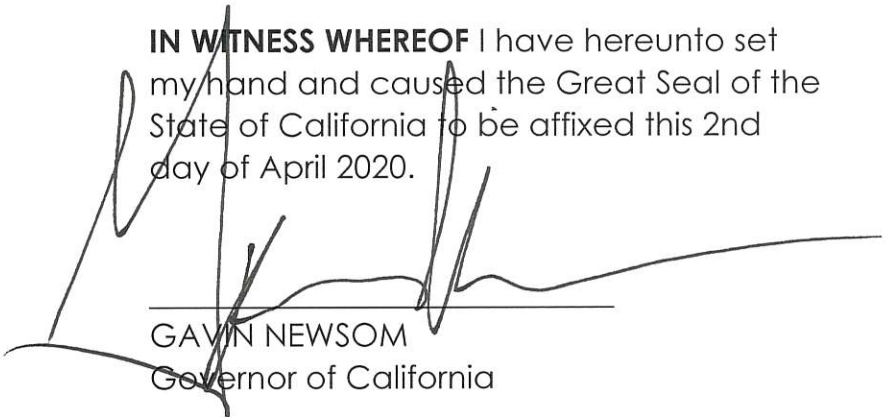
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

Nothing in this Order modifies the obligations of urban and community waters systems to comply with provisions of the Water Shutoff Protection Act not specifically addressed by this Order or other applicable laws, regulations, and guidelines.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 2nd day of April 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

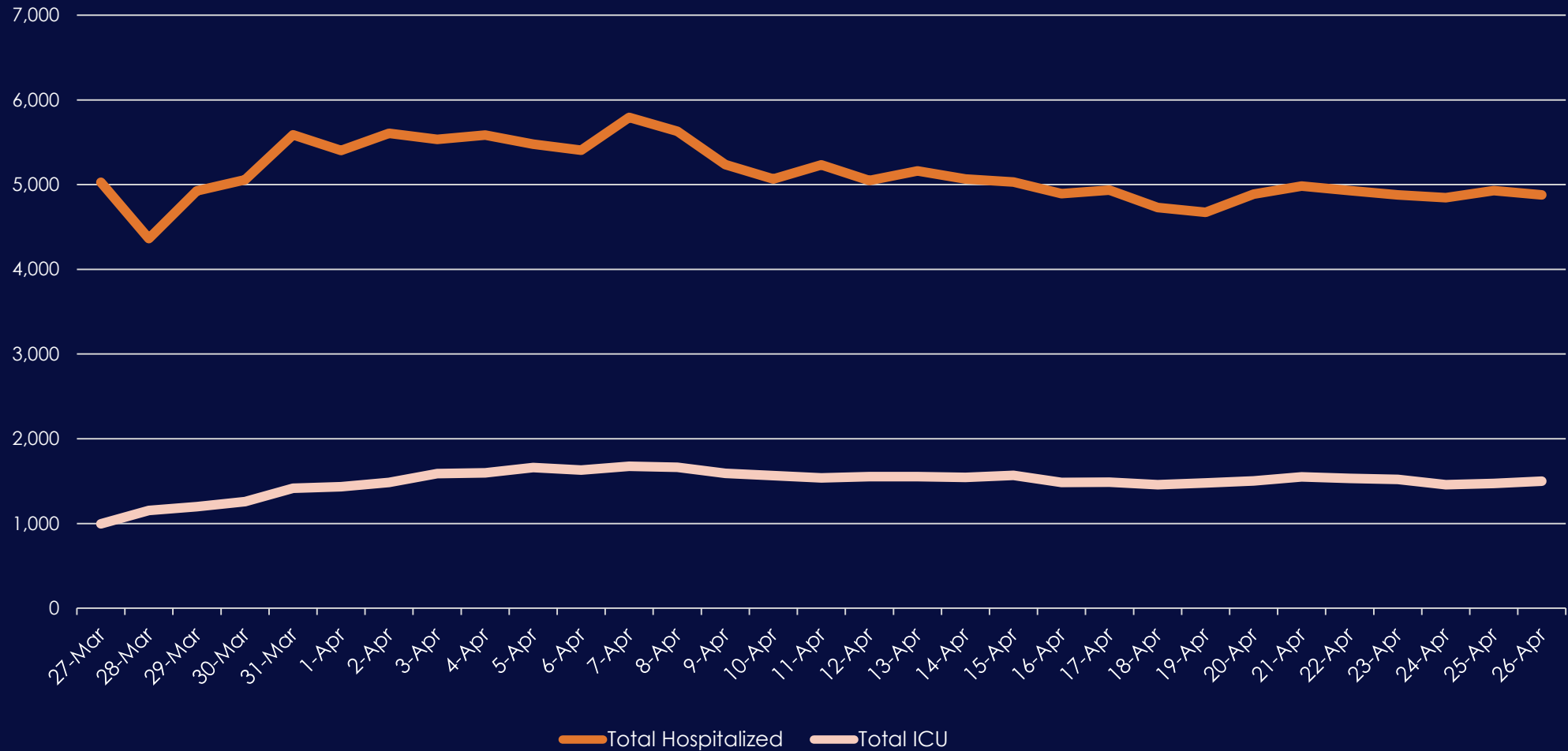


Update on California's Pandemic Roadmap

6 Indicators for Modifying Stay-at-Home Order

- Ability to test, contact trace, isolate, and support the exposed
- Ability to protect those at high risk for COVID-19
- Surge capacity for hospital and health systems
- Therapeutic development to meet the demand
- Ability of businesses, schools, and childcare facilities to support physical distancing
- Determination of when to reinstitute measures like Stay-At-Home

California Hospitalization Trend Lines



Total includes both COVID-19 confirmed positive hospitalizations as well as COVID-19 suspect hospitalizations.

The Basics



COVID-19 is not going away soon.



Modifications to Stay-At-Home Order must be guided by health risk and a commitment to equity.



Taking responsibility is key at all levels – individual, business, and government.

Resilience Roadmap Stages

STAGE 1: Safety and Preparedness

Making essential workforce environment as safe as possible.

STAGE 2: Lower Risk Workplaces

Creating opportunities for lower risk sectors to adapt and re-open.

Modified school programs and childcare re-open.

STAGE 3: Higher Risk Workplaces

Creating opportunities for higher risk sectors to adapt and re-open.

STAGE 4: End of Stay-At-Home Order

Return to expanded workforce in highest risk workplaces.

Requires
Therapeutics.

Stage 1: Safety and Preparedness

This is where we are now.

- **Continue to build out testing, contact tracing, PPE, and hospital surge capacity.**
- **Continue to make essential workplaces as safe as possible.**
 - Physical and work flow adaption
 - Essential workforce safety net
 - Make PPE more widely available
 - Individual behavior changes
- **Prepare sector-by-sector safety guidelines for expanded workforce.**

Stage 2: Lower Risk Workplaces

Gradually opening some lower risk workplaces with ADAPTATIONS:

- Retail (e.g. curbside pickup)
- Manufacturing
- Offices (when telework not possible)
- Opening more public spaces

Expanded Workforce Safety Net:

- Wage replacement so workers can stay home when sick

Stage 2: Lower Risk Workplaces

Schools and Childcare Facilities with Adaptations:

- Summer programs and next school year potentially starting sooner (July/August)
- Childcare facilities to provide more care
- Address learning gaps
- Ensure students and staff are protected
- Allow broader workforce to return to work

Actions needed to get from Stage 1 to Stage 2



Government Actions

- Policies that allow people to stay home when they're sick
- Guidance provided on how to reduce risk



Business Actions

- Wage replacement so workers can stay home when sick
- Implement adaptations to lower-risk workplaces NOW
- Employees continue to work from home when possible



Individual Actions

- Safety precautions – physical distancing, face coverings, etc.
- Avoid all non-essential travel
- Support and care for people who are at high risk

When are we ready for Stage 2?

Key indicator considerations to move to Stage 2:

- Hospitalization and ICU trends stable.
- Hospital surge capacity to meet demand.
- Sufficient PPE supply to meet demand.
- Sufficient testing capacity to meet demand.
- Contact tracing capacity statewide.

Transition to Stage 2 will occur through a statewide modification to the Stay-At-Home Order.

Opportunity for Regional Variations

During Stage 2, counties may choose to relax stricter local orders at their own pace.

Following Stage 2, once a statewide COVID-19 surveillance system is made possible through testing, further regional variations could be supported.

State will consult and collaborate closely with local governments.

Stage 3: Higher Risk Workplaces

Open higher risk environments with adaptations and limits on size of gatherings:

- Personal care (hair and nail salons, gyms)
- Entertainment venues (movie theaters, sports without live audiences)
- In-person religious services (churches, weddings)

Stage 4: End of Stay-At-Home Order

Re-open highest risk workplaces with all indicators satisfied once therapeutics have been developed:

- Concerts
- Convention Centers
- Live audience sports

Be Part of the Solution

Stay Home. Practice Physical Distancing.

We are enlisting all Californians to help inform the development of guidance for sectors across our economy.

This guidance will provide a framework for how to safely re-open.

CALIFORNIA
ALL

**Your Actions
Save Lives**

covid19.ca.gov

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-60-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, which directed all California residents to immediately heed current State public health directives; and

WHEREAS State public health directives, available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/>, have ordered all California residents stay home except for essential needs, as defined in State public health directives; and

WHEREAS COVID-19 continues to menace public health throughout California; and

WHEREAS the extent to which COVID-19 menaces public health throughout California is expected to continue to evolve, and may vary from place to place within the State; and

WHEREAS California law promotes the preservation of public health by providing for local health officers—appointed by county boards of supervisors and other local authorities—in addition to providing for statewide authority by a State Public Health Officer; and

WHEREAS these local health officers, working in consultation with county boards of supervisors and other local authorities, are well positioned to understand the local needs of their communities; and

WHEREAS local governments are encouraged to coordinate with federally recognized California tribes located within or immediately adjacent to the external geographical boundaries of such local government jurisdiction; and

WHEREAS the global COVID-19 pandemic threatens the entire State, and coordination between state and local public health officials is therefore, and will continue to be, necessary to curb the spread of COVID-19 throughout the State; and

WHEREAS State public health officials have worked, and will continue to work, in consultation with their federal, state, and tribal government partners; and

WHEREAS the State Public Health Officer has articulated a four-stage framework—which includes provisions for the reopening of lower-risk businesses and spaces (“Stage Two”), to be followed by the reopening of higher-risk businesses and spaces (“Stage Three”)—to allow Californians to gradually resume various activities while continuing to preserve public health in the face of COVID-19; and

WHEREAS the threat posed by COVID-19 is dynamic and ever-changing, and the State's response to COVID-19 (including implementation of the four-stage framework) should likewise retain the ability to be dynamic and flexible; and

WHEREAS to preserve this flexibility, and under the provisions of Government Code section 8571, I find that strict compliance with the Administrative Procedure Act, Government Code section 11340 et seq., would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, 8627, and 8665; and also in accordance with the authority vested in the State Public Health Officer by the laws of the State of California, including but not limited to Health and Safety Code sections 120125, 120130, 120135, 120140, 120145, 120150, 120175, and 131080; do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) All residents are directed to continue to obey State public health directives, as made available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/> and elsewhere as the State Public Health Officer may provide.
- 2) As the State moves to allow reopening of lower-risk businesses and spaces ("Stage Two"), and then to allow reopening of higher-risk businesses and spaces ("Stage Three"), the State Public Health Officer is directed to establish criteria and procedures—as set forth in this Paragraph 2—to determine whether and how particular local jurisdictions may implement public health measures that depart from the statewide directives of the State Public Health Officer.

In particular, the State Public Health Officer is directed to establish criteria to determine whether and how, in light of the extent to which the public health is menaced by COVID-19 from place to place within the State, local health officers may (during the relevant stages of reopening) issue directives to establish and implement public health measures less restrictive than any public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

The State Public Health Officer is further directed to establish procedures through which local health officers may (during the relevant stages of reopening) certify that, if their respective jurisdictions are subject to proposed public health measures (which they shall specify to the extent such specification may be required by the State Public Health Officer) that are less restrictive than public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer, the public health will not be menaced. The State Public Health Officer shall additionally establish procedures to permit, in a manner consistent with public health and

safety, local health officers who submit such certifications to establish and implement such less restrictive public health measures within their respective jurisdictions.

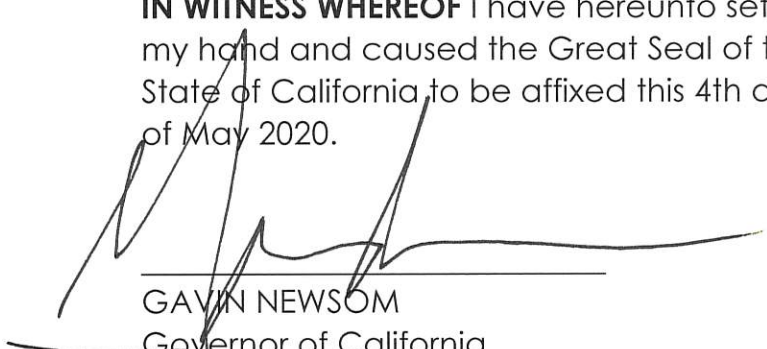
The State Public Health Officer may, from time to time and as she deems necessary to respond to the dynamic threat posed by COVID-19, revise the criteria and procedures set forth in this Paragraph 2. Nothing related to the establishment or implementation of such criteria or procedures, or any other aspect of this Order, shall be subject to the Administrative Procedure Act, Government Code section 11340 et seq. Nothing in this Paragraph 2 shall limit the authority of the State Public Health Officer to take any action she deems necessary to protect public health in the face of the threat posed by COVID-19, including (but not limited to) any necessary revision to the four-stage framework previously articulated by the State Public Health Officer.

- 3) Nothing in this Order shall be construed to limit the existing authority of local health officers to establish and implement public health measures within their respective jurisdictions that are more restrictive than, or that otherwise exist in addition to, the public health measures imposed on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of May 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**EXTENSION OF EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19)
TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER
RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES,
GYMS, HEALTH CLUBS, THEATERS, CHURCHES, AND OTHER SOCIAL GATHERINGS**

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, the severity of the local health emergency appears to be increasing each day, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world; and

WHEREAS, on March 16, 2020, the California Department of Public Health ("CDPH") and State Emergency officials issued guidance to local communities regarding public safety measures that should be taken with respect to (1) retail food, beverage, and related service venues, (2) entertainment venues; and (3) gyms, health clubs, theaters, and other social gatherings, in order to prevent the transmission of COVID-19;

WHEREAS, on March 19, 2020, the County Public Health Officer issued an Emergency Order For The Prevention Of Novel Coronavirus (COVID-19) Transmission In Or About Restaurants, Bars, Food Trucks, Grocery Stores, And Other Retail Food And Beverage Service Venues, Entertainment And Recreational Venues, Gyms, Health Clubs, Theaters, Churches, And Other Social Gatherings ("ORDER"), which is set to expire on April 19, 2020;

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all California residents immediately to heed current State public health directives to stay home (shelter-in-place), except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect the health and well-being of all Californians; and

WHEREAS, due to the continued transmission of COVID-19 throughout Tulare County, it is the opinion of the County Public Health Officer that it is necessary to continue to enforce the aforementioned orders to combat further transmission of the disease to Tulare County residents.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the County Public Health Officer extends the ORDER previously issued on March 19, 2020, until such a time that it is terminated or modified by the County Public Health Officer in writing.

IT IS SO ORDERED.

Time: 5:10 p.m.
Date: April 8, 2020

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By Jennifer M. Flores Digitally signed by Jennifer M. Flores
Date: 2020.04.09 09:46:16 -0700
Chief Deputy
Matter No. 2020217

Attachments: March 19, 2020 Order of the County Public Health Officer

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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, Public 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.

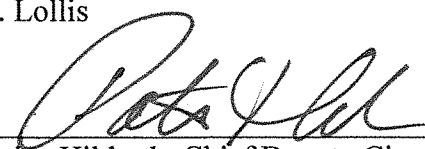
Section 6. This Ordinance is exempt from the requirements of CEQA pursuant to California Public Resources Code Section 21080(b) (4).

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)

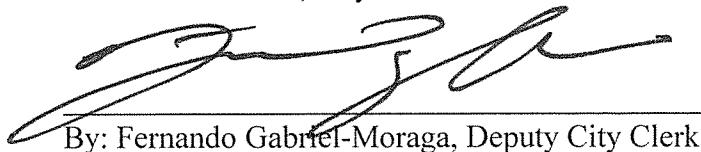
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

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

jridenour@ci.porterville.ca.us (559) 782-7460



Sandra Shewry
Acting Director

State of California—Health and Human
Services Agency
**California Department of
Public Health**



GAVIN NEWSOM
Governor

September 28, 2020

AFL 17-__

TO: All Californians

SUBJECT: Outdoor Playgrounds and other Outdoor Recreational Facilities

Summary

COVID-19 continues to pose a severe risk to communities and requires all people in California to follow necessary precautions and to adapt the way they live and function in light of this ongoing risk. This guidance provides direction on usage of outdoor playgrounds and outdoor recreational facilities (hereafter facilities), to support a safe environment for children and families. It applies to outdoor playgrounds located in parks, campgrounds, and other publicly accessible locations. This guidance does not apply to indoor playgrounds or family entertainment centers.

Outdoor Playground Definition:

- Fully outdoors
- Publicly accessible
- Free to enter and use
- Operated by a city, state, county, or federal government
- Designed primarily to serve nearby residents within a half a mile
- Can provide State-mandated outdoor space for preschools (which could be scheduled in advance to avoid overlapping use)
- Typically includes recreational equipment, like play structures, slides, swings, etc. intended to enrich children's physical health and development

Visitors to outdoor community playgrounds must comply with the following requirements:

1. Face masks over the mouth and nose are required for everyone 2 years of age or older with caregiver supervision at all times to ensure face mask use.
2. Do not use the playground when different households are unable to maintain a physical distance of 6 feet or when the capacity limit has been reached.
3. Caregivers must monitor to keep adults and children from different households at least 6 feet apart.
4. Consider coming on different times or days to avoid wait times and potential crowded times.
5. No eating or drinking in playground, to ensure face masks are worn at all times.
6. Wash or sanitize hands before and after using the playground.
7. Elderly and persons with underlying medical conditions should avoid playground when others are present.

8. Limit visit to 30 min per day when others are present

Note: Facility operators should download and print this flyer to post at all outdoor playgrounds.

All playground facilities operators should review and follow these recommendations:

1. An adult must actively supervise each child at all times to make sure that children two years of age or older keep their face covering over their nose and mouth and stay 6 feet away from adults and children outside their household.
 - a. Children who are supervised by the same adult must stay together in the same play area or play structure at all times, to allow active supervision.
 - b. If an infant or child requires attention (nursing, diapering) that precludes an adult from actively supervising other children using the playground, the adult should ask the other children to leave the play structure/area and stay by the adult's side until needed care is complete.
2. People standing outside the playground, including people waiting to enter the playground, should remain 6 feet away from areas of the playground used by children and adults.
3. Maintain six-foot distancing between children and adults from different households including children using or waiting to use play structures or play areas, and families waiting to enter the playground.
4. Increase cleaning of frequently touched surfaces, daily as practicable.
5. To the extent feasible, provide handwashing stations or sanitizer to facilitate hand hygiene, especially during times of heavy usage. Use a hand sanitizer containing (60% ethanol or 70% isopropanol). Never use hand sanitizers with methanol due to its high toxicity to both children and adults.
6. Post the maximum number of children allowed at the entrance of each playground.
 - a. Determine and post the maximum occupancy of each play structure, (e.g., climbing structures, slides, swings, spinning structures, and sand areas) with 6 foot vertical and horizontal distancing.
 - b. Determine and post the maximum occupancy for supervising adults to ensure that each adult can maintain six feet of distance from other adults and children.
 - c. Provide directions on how to wait in line when maximum playground occupancy has been reached.
7. Mark playgrounds to help children and adults maintain 6 foot distancing.
 - a. Mark spaces for families to stand while waiting to enter the playground. The spaces should be far enough apart to allow 6 feet of distance between households.
 - b. For play structures or play areas that can hold more than one child while allowing 6 foot distancing:
 - i. Post the maximum number of children allowed on each structure/in each area to allow 6 foot distancing vertically and horizontally.
 - ii. For play structures or areas that can hold more than 1 child, consider marking with tape or other visual indicators to help children assess whether they are 6 feet apart.

- c. Mark designated spaces 6 feet apart for children to stand while waiting to use a play structure/area.

Additional Considerations

If there is a pre-scheduled activity that will access the playground, the playground must be closed to the broader public during that time.

Child care programs, schools, out-of-school time programs and other programs for children and youth where children must remain in cohorts may not use playgrounds during times when they are open to the public. However, if the playground operator permits, the childcare, school or other program may reserve a time for the exclusive use of the playground by the program. While on the playground, cohorts should maintain separation and avoid mixing.

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)



Page Last Updated : September 29, 2020

CALIFORNIA

ALL

Your Actions
Save Lives
covid19.ca.gov

Play It Safe



Due to the ongoing spread of COVID-19 in our communities, please follow these simple steps to help keep our outdoor playgrounds safe, open and fun.

✓ **WEAR A MASK**

Everyone 2 years and older should wear a mask covering their face.

✓ **MAINTAIN DISTANCE**

Maintain physical distance of 6 feet between individuals from different households and prevent crowding of children.

✓ **NO FOOD OR DRINK**

Do not eat or drink in playground to ensure face masks are worn at all times.

✓ **WASH HANDS**

Wash or sanitize your hands before and after you visit

✓ **PLAN AHEAD**

Visit the park at different times or days to avoid crowds and waits.

✓ **KNOW WHEN TO STAY HOME**

Elderly individuals and people with underlying medical conditions should avoid playgrounds when others are present.

✓ **SHARE OUR SPACE**

To avoid crowding and allow everyone to use this space, please limit your visit to 30 minutes when others are waiting.



CALIFORNIA

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Your Actions
Save Lives
covid19.ca.gov

Actué con Precaución



Debido a la propagación continua de Covid-19 en nuestras comunidades, siga estos pasos sencillos para ayudar a mantener nuestros parques infantiles al aire libre seguros, abiertos y divertidos.

✓ **USE UNA MASCARILLA**

Todas las personas mayores de dos años deben usar una mascarilla que cubra su cara.

✓ **MANTENGA DISTANCIA**

Mantén una distancia física de 6 pies entre personas de diferentes hogares y evite que se amontonen los niños.

✓ **NADA DE COMIDA NI BEBIDA**

No coma ni beba en el parque infantil para asegurarse que se usen mascarillas en todo momento.

✓ **LAVE MANOS**

Lávese y desinfecte sus manos antes y después de su visita.

✓ **PLANEA CON ANTICIPACIÓN**

Visite el parque en diferentes horarios o días para evitar demasiadas personas y esperas.

✓ **SEPA CUANDO QUEDARSE EN CASA**

Las personas mayores y las personas con condiciones médicas subyacentes deben evitar parques infantiles cuando hay otros presentes.

✓ **COMPARTE EL ESPACIO**

Para evitar aglomeraciones y permitir que todos usen el espacio, por favor limite su visita a 30 minutos cuando otros están esperando.



BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF ADOPT A)
RESOLUTION DEMANDING CLARITY,) Resolution No. 2020-0694
CONSISTENCY, AND CONTINUITY FROM)
GOVERNOR NEWSOM REGARDING)
COVID-19 DIRECTIVES TO COUNTIES)

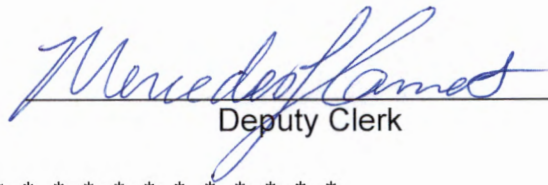
UPON MOTION OF SUPERVISOR TOWNSEND, SECONDED BY SUPERVISOR
SHUKLIAN, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS,
AT AN OFFICIAL MEETING HELD OCTOBER 6, 2020, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS CROCKER, VANDER POEL, SHUKLIAN, VALERO AND
TOWNSEND
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE



ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY:


Deputy Clerk

* * * * *

Adopted the attached resolution demanding that Governor Newsom work more closely
with counties to increase the clarity, consistency, and continuity of direction regarding the
COVID-19 pandemic.

CAO

10/06/2020
ML

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF DEMANDING)
GOVERNOR NEWSOM PROVIDE) Resolution No. 2020-0695
CLARITY, CONSISTENCY, AND)
CONTINUITY REGARDING COVID-19)
DIRECTIVES TO COUNTIES)

WHEREAS, the Tulare County Board of Supervisors recognizes the seriousness of COVID-19 and the public health impact it is having in the country, the State, and the County; and

WHEREAS, the Tulare County Board of Supervisors recognizes and appreciates the tremendous difficulty and work associated with managing the country, the State, and the County through this extraordinary public health emergency; and

WHEREAS, the Tulare County Board of Supervisors believes that public health best practices, such as washing hands, social distancing, wearing a mask, disinfecting surfaces, and staying far away from others when sick, are essential for slowing the spread of COVID-19; and

WHEREAS, the Tulare County Board of Supervisors believes that slowing the spread of COVID-19 is critical to maintaining local hospital capacity and avoiding the catastrophic failure of the County's hospital and medical acute care systems; and

WHEREAS, the Tulare County Board of Supervisors believes that the biggest threat to slowing the spread of COVID-19 is large private and public gatherings, for extended periods of time, where basic public health guidelines and best practices are not being implemented or are ignored; and

WHEREAS, the Tulare County Board of Supervisors believes that government, while critical to helping slow the spread of COVID-19 and promoting best practices, cannot take the place of personal responsibility and individual decision-making when it comes to exercising public health best practices or voluntary testing; and

WHEREAS, on March 19, 2020, in response to the COVID-19 pandemic, California Governor Gavin Newsom issued Executive Order N-33-20, ordering all individuals in California to stay in their place of residence except as needed to maintain continuity of operations of federal critical infrastructure sectors; and

WHEREAS, California counties are required to adhere to Governor Newsom's orders, directives, criteria, requirements, and guidelines for COVID-19; and

WHEREAS, Tulare County, as a State mandated condition to receive CARES Act funding (i.e. federal funding allocated to local governments under the Corona Virus Aid, Relief, and Economic Security Act [H.R. 748]) from the State's federal allocation, certified that it will continue to adhere to the Governor's "stay-at-home requirements and other health requirements as directed in gubernatorial Executive Order N-33-20, and subsequent Executive Orders or statutes, and all California Department of Public Health orders, directives, and guidance in response to the COVID-19 emergency;" and

WHEREAS, on July 10, 2020, as a State condition to receiving CARES Act funding, Tulare County submitted a certification agreeing to adhere to the State's orders and guidance; and

WHEREAS, since March 19, 2020, Governor Newsom and the California Department of Public Health have modified state COVID-19 orders, directives, criteria, requirements, and guidelines for COVID-19, impacting all Californians, all California counties, all economic activity and other public and private activities on multiple occasions and without collaboration or consultation with the entities such orders impact; and

WHEREAS, California's counties are responsible for the implementation of state orders, directives, criteria, requirements, and guidelines, and are critical to the State's achievement of its goals and objectives related to COVID-19; and

WHEREAS, Governor Newsom continues to modify orders, directives, criteria, requirements, and guidelines, and goals and objectives related to COVID-19, with little to no collaboration with counties prior to announcement; and

WHEREAS, Governor Newsom's changes to COVID-19 goals and objectives have complicated the management of this crisis, forcing counties like Tulare to change course, and re-prioritize at great time and expense, straining local personnel and resources, often with little to no clarification regarding how these new goals and objectives prevent or slow the spread of COVID-19; and

WHEREAS, on August 28, 2020, Governor Newsom issued a new framework entitled "Blueprint for a Safer Economy" ("Blueprint"), to allow for the "safe progression of opening more businesses in each county so impacts of any given change can be fully evaluated;" and

WHEREAS, this Blueprint originally, and specifically, required California's counties to meet stated and simple benchmarks in overall Case Rates and Testing Positivity Rates in order to move into less restrictive tiers that would allow for a measured reopening of businesses, schools and other activities; and

WHEREAS, on Monday, September 7, 2020 Governor Newsom announced an adjustment to this Blueprint to include a Case Rate Adjustment Factor for counties with an overall Testing Rate lower than the state median, a complicated additional criteria that counties must meet for the measured reopening of businesses, schools and other activities; and

WHEREAS, Governor Newsom is now arbitrarily inflating overall Case Rate numbers in those counties who have an overall Testing Rate below the statewide average, further slowing and complicating a county's move into a less restrictive tier; and

WHEREAS the median statewide testing rate is a moving target and the relevance of using this measure to adjust county case rates is unclear; and

WHEREAS, this new criterion unnecessarily burdens Tulare County residents by slowing business and school reopening, and it penalizes counties, which have little to no control over individual decision-making related to COVID-19 testing, and

WHEREAS, due to the constantly changing orders and metrics, Tulare County continues to bear the increasing burden and expense of adjusting its pandemic response strategies and tracking mechanisms so that it may continue to receive the CARES Act funding it has been allocated; and

WHEREAS, Tulare County and its residents have been especially hindered by these changing metrics as other counties begin to move through the tiers that allow for reopening of in person education, leaving Tulare County behind in the education of its youth and lead to significant emotional, nutritional, and physical harm; and

WHEREAS, the Governor's newly-established health equity measures will have a disproportionally negative impact on Tulare County's agricultural community, low-income residents, disadvantaged students and other community groups; and

WHEREAS, Tulare County is slowing the spread of COVID-19, has continued to locally reinforce all directives of the State; has made critical investments in testing and contact tracing capacity; has made critical investments in testing, tracing and containment at State-regulated skilled nursing facilities; has made critical investments in support of local business, non-profits, and disadvantaged communities; has lowered local hospitalization rates; and has increased and sustained local hospital capacity.

NOW, THEREFORE, IT IS RESOLVED, by the Board of Supervisors of the County of Tulare, State of California, as follows:

1. Tulare County demands that Governor Newsom provide increased clarity, consistency and continuity in his directives to counties, business communities, and residents regarding the COVID-19 pandemic.
2. Tulare County demands that the Governor and his administration work more closely with all counties, including Tulare, to develop a pathway for increased business activity and school reopening, ensuring it is done safely and responsibly.
3. Tulare County demands that State and local actions related to COVID-19 focus on maintaining hospital and medical system capacity, which was the primary

objective in "flattening the curve" at the start of the pandemic in March.

4. Tulare County demands that the State use hospital and medical system capacity as the primary criteria for increased, but measured, reopening of businesses and schools in all counties.
5. Tulare County demands that Governor Newsom not continue to modify the criteria and metrics used by the State to determine when businesses can begin to reopen in each county.
6. Tulare County demands that Governor Newsom track and utilize each county's actual Case Rate and Testing Positivity Rate, without a Case Rate Adjustment Factor, to determine a county's movement through the "Blueprint for a Safer Economy" risk tier framework.
7. Tulare County demands that Governor Newsom not penalize counties for not achieving new State goals and objectives that are not directly related to flattening the curve and maintaining hospital and medical system capacity; and
8. Tulare County demands that Governor Newsom follow through with his commitments to the Central Valley and provide Tulare County with the necessary contracts and infrastructure development to meet the State's metrics for testing volume.
9. Tulare County demands that Governor Newsom not continue to burden California's small business community and families by linking business and school reopening to any requirements beyond what was outlined in the original Blueprint, announced on August 28, 2020.
10. Tulare County demands that California counties be judged on simple, consistent, achievable, and measurable objectives related to maintaining hospital and medical system capacity, and slowing the spread of COVID-19.
11. Tulare County demands that due to the increasing burden and expense to Tulare County that these changing orders have presented, the State distribute in its entirety, the remaining CARES Act funding allocated to Tulare County under the State Budget Act of 2020.
12. The Clerk of the Board of Supervisors shall transmit copies of this to the following:

County Administrative Office

County Counsel

The Honorable Gavin Newsom
Governor of California

State Capitol
Sacramento, CA 95814

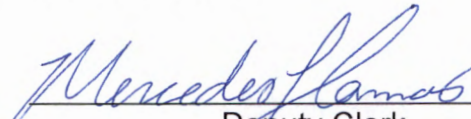
UPON MOTION OF SUPERVISOR TOWNSEND, SECONDED BY SUPERVISOR SHUKLIAN, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD OCTOBER 6, 2020, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS CROCKER, VANDER POEL, SHUKLIAN, VALERO AND TOWNSEND
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE



ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY:


Deputy Clerk



Sandra Shewry
Acting Director

State of California—Health and Human
Services Agency
**California Department of
Public Health**



GAVIN NEWSOM
Governor

October 9, 2020

TO: All Californians

SUBJECT: Guidance for Private Gatherings

Summary

This guidance provides an updated plan for Californians to gather outside their household and replaces the prior gatherings guidance issued on September 12, 2020 and March 16, 2020. It applies to private gatherings, and all other gatherings not covered by existing sector guidance are prohibited. Gatherings are defined as social situations that bring together people from different households at the same time in a single space or place. When people from different households mix, this increases the risk of transmission of COVID-19.

Mandatory Requirements for All Gatherings

All persons planning to host or participate in a private gathering, as defined above, must comply with the following requirements. Local health jurisdictions may be more restrictive than this guidance. Refer to your local guidance for what is allowed in your area.

1. Attendance

- *Gatherings that include more than **3 households are prohibited**. This includes everyone present, including hosts and guests. Remember, the smaller the number of people, the safer.*
- *Keep the households that you interact with stable over time. By spending time with the same people, risk of transmission is reduced. Participating in multiple gatherings with different households or groups is strongly discouraged.*
- *The host should collect names of all attendees and contact information in case contact tracing is needed later.*

2. *Gather Outdoors*

- Gatherings that occur outdoors are significantly safer than indoor gatherings. All gatherings must be held outside. Attendees may go inside to use restrooms as long as the restrooms are frequently sanitized.
- Gatherings may occur in outdoor spaces that are covered by umbrellas, canopies, awnings, roofs, and other shade structures provided that at least three sides of the space (or 75%) are open to the outdoors.
- A gathering of no more than three households is permitted in a public park or other outdoor space, even if unrelated gatherings of other groups up to three households are also occurring in the same park or other outdoor space. If multiple such gatherings are occurring, mixing between group gatherings is not allowed. Additionally, multiple gatherings of three households cannot be jointly organized or coordinated to occur in the same public park or other outdoor space at the same time – this would constitute a gathering exceeding the permitted size.

3. *Don't Attend Gatherings If You Feel Sick or You Are in a High-Risk Group*

- Anyone with any COVID-19-like symptoms (fever, cough, shortness of breath, chills, night sweats, sore throat, nausea, vomiting, diarrhea, tiredness, muscle or body aches, headaches, confusion, or loss of sense of taste/smell), **must stay home and not come into contact with anyone outside their household.**
- Anyone who develops COVID-19 within 48 hours after attending a gathering should notify the other attendees as soon as possible regarding the potential exposure.
- People at higher risk of severe illness or death from COVID-19 (such as older adults and people with chronic medical conditions) are strongly urged not to attend any gatherings.

4. *Practice Physical Distancing and Hand Hygiene at Gatherings*

- For any gatherings permitted under this guidance, the space must be large enough so that everyone at a gathering can maintain at least a 6-foot physical distance from others (not including their own household) at all times.
- Seating must provide at least 6 feet of distance (in all directions—front-to-back and side-to-side) between different households.
- Everyone at a gathering should frequently wash their hands with soap and water, or use hand sanitizer if soap and water are not available. A place to wash hands or hand sanitizer must be available for participants to use.
- Shared items should not be used during a gathering. As much as possible, any food or beverages at outdoor gatherings must be in single-serve disposable containers. If providing single-serve containers is not possible, food and beverages must be served by a person who washes or sanitizes their hands frequently, and wears a face covering. Self-serve items from communal containers should not be used.

5. *Wear a Face Covering to Keep COVID-19 from Spreading*

- When gathering, face coverings must be worn in accordance with the CDPH Guidance on the Use of Face Coverings (PDF), unless an exemption is applicable.
- People at gatherings may remove their face coverings briefly to eat or drink as long as they stay at least 6 feet away from everyone outside their own household, and put their face covering back on as soon as they are done with the activity.
- Face coverings can also be removed to meet urgent medical needs (for example, to use an asthma inhaler, take medication, or if feeling light-headed).

6. *Keep it short*

- Gatherings should be two hours or less. The longer the duration, the risk of transmission increases.

7. *Rules for Singing, Chanting, and Shouting at Outdoor Gatherings*

- Singing, chanting, shouting, and physical exertion significantly increases the risk of COVID-19 transmission because these activities increase the release of respiratory droplets and fine aerosols into the air. Because of this, singing, chanting, and shouting are strongly discouraged, but if they occur, the following rules and recommendations apply:
 - All people who are singing or chanting should wear a face covering at all times while singing or chanting, including anyone who is leading a song or chant. Because these activities pose a very high risk of COVID-19 transmission, face coverings are essential to reduce the spread of respiratory droplets and fine aerosols;
 - People who are singing, shouting, chanting, or exercising are strongly encouraged to maintain physical distancing beyond 6 feet to further reduce risk.
 - People who are singing or chanting are strongly encouraged to do so quietly (at or below the volume of a normal speaking voice).
- Instrumental music is allowed as long as the musicians maintain at least 6-foot physical distancing. Musicians must be from one of the three households. Playing of wind instruments (any instrument played by the mouth, such as a trumpet or clarinet) is strongly discouraged.

Context

COVID-19 continues to pose a severe risk to communities and requires all people in California to follow necessary precautions and to adapt the way they live and function in light of this ongoing risk. The safest way to gather is to spend time with people in the same household or to gather virtually.

In general, the **more people from different households** a person interacts with at a gathering, the **closer** the physical interaction is, and the **longer** the interaction lasts, the higher the risk that a person with a COVID-19 infection, symptomatic or asymptomatic, may spread it to others. Public health studies have also shown that the risk of transmission is increased **in indoor spaces**, particularly when there isn't appropriate ventilation.[1] Unlike indoor spaces, wind and air in outdoor spaces can help reduce spread of the virus from one person to another.

Planning scenarios published by the CDC estimate that, on average, a person with COVID-19 goes on to infect between 2-4 people, with a best estimate of 2.5 when there are no preventive measures.[2] For example, if each infected person spreads the virus to two people, who in turn spread it to two others each; those four will spread the

virus to eight others; those eight will spread the virus to 16; and so on. As a result, after 10 transmission cycles, one person could be responsible for 1,024 other people contracting the virus.[3] Additionally, there is broad agreement that people who are not experiencing symptoms can still spread COVID-19[4]. The fact that COVID-19 can be spread by people who don't have symptoms or aren't showing symptoms yet is one of the aspects of the COVID-19 that makes it difficult to control.

All gatherings pose a higher risk of transmission and spread of COVID-19 when people mix from different households and communities. The likelihood of transmission and spread increases with laughing, singing, loud talking and difficulty maintaining physical distance. Limiting attendance at gatherings is a way to reduce the risk of spread as it lowers the number of different people who are interacting. Additionally, by limiting attendance there is an improved ability to perform effective contact tracing if there is a positive case discovered, which can help to slow the spread of COVID-19[5]. People who do choose to attend gatherings should discuss and agree upon the specific group rules before convening together.

[1] See, e.g., Hiroshi Nishiura, et al., Closed environments facilitate secondary transmission of coronavirus disease 2019 (COVID-19) (PDF), (www.medrxiv.org/content/10.1101/2020.02.28.20029272v2.full.pdf); Hu Qian, et al., "Indoor transmission of SARS-CoV-2" (www.medrxiv.org/content/10.1101/2020.04.04.20053058v1) [pre-print] published in medRxiv on April 4, 2020.

[2] See the CDC COVID-19 Pandemic Planning Scenarios web page

[3] See, e.g., Report 3: Natsuko Imai et al, WHO Collaborating Centre for Infectious Disease Modelling, MRC Centre for Global Infectious Disease Analysis, J-IDEA, "Imperial college London, UK. Transmissibility of 2019 -n-CoV)." See also Inglesby T B JAMA Public Health Measures and the Reproduction Number of SARS-CoV-2. JAMA Network.2020.7878 (May 1, 2020).

[4] World Health Organization (WHO) Transmission of SARS-CoV-2: implications for infection prevention precautions

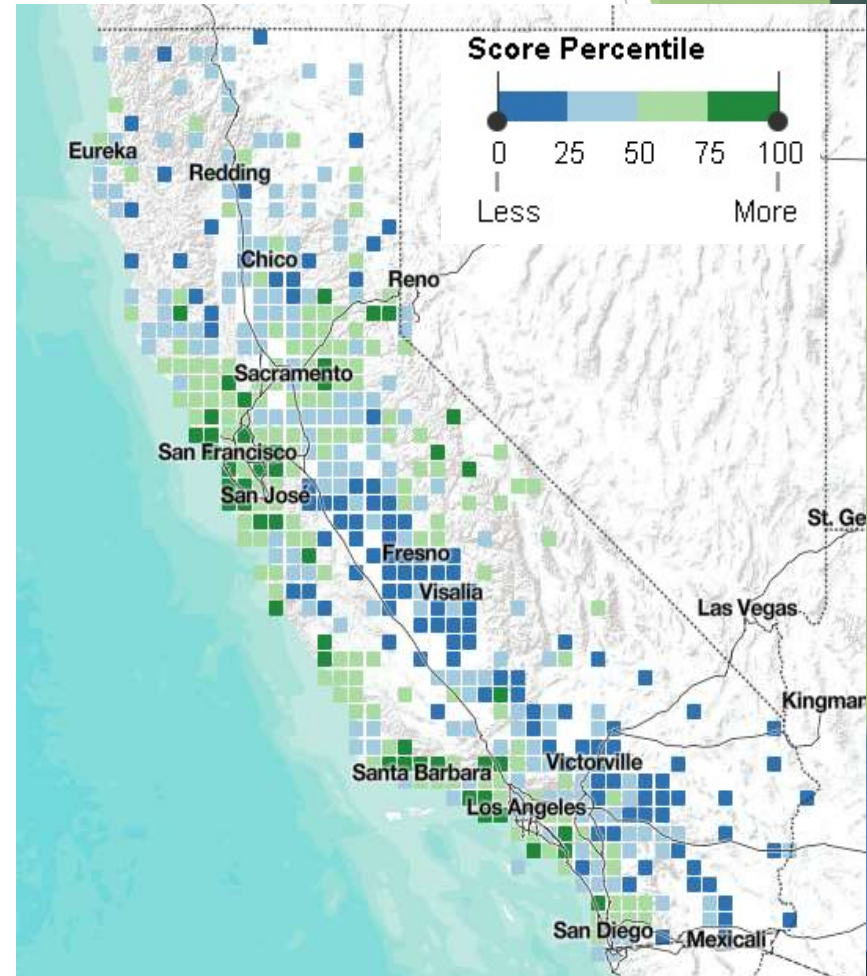
[5] See Harvard Health Preventing the spread of the coronavirus Social distancing, hand washing, and other preventive measures

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Department Website (cdph.ca.gov)



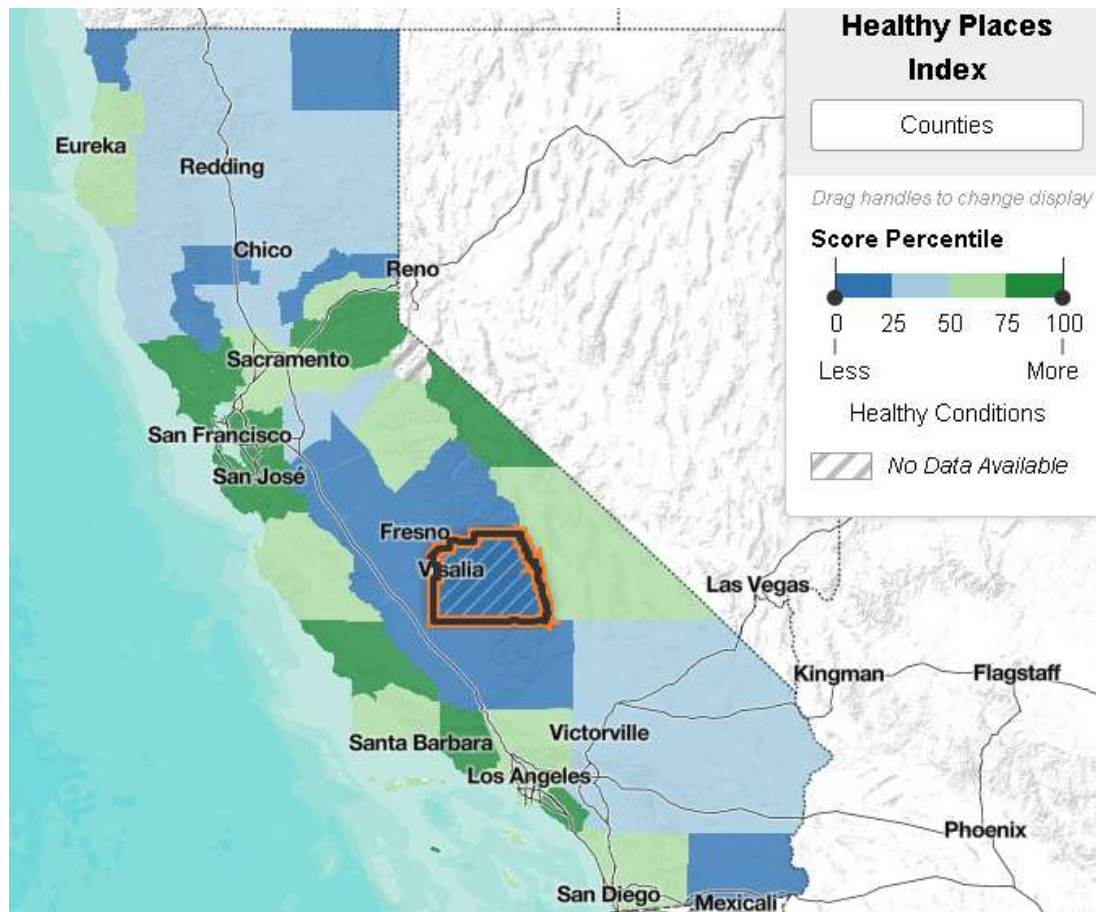
Healthy Places Index

- ▶ Public Health Alliance of Southern California
- ▶ HPI Map
- ▶ Created a composite score from a number of indicators in categories such as economy, education, transportation, clean environment, housing, healthcare access and more
- ▶ Counties and census tracts are ranked by their composite score percentile statewide
- ▶ 264 of 8,057 tracts are not scored



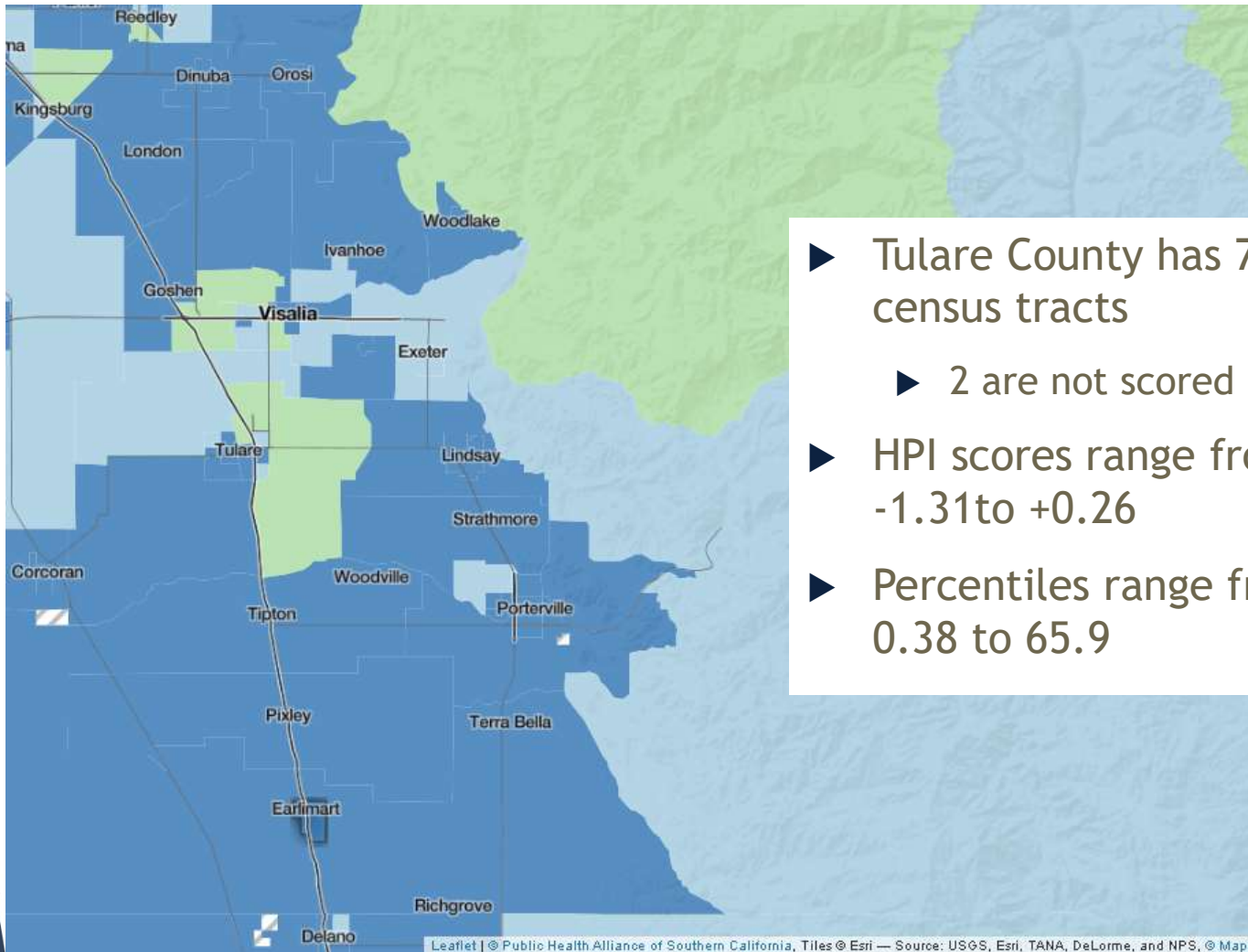
URL: <https://map.healthyplacesindex.org/>

Ranking Counties Across the State



San Joaquin Valley county percentiles range from 1.8 (Merced) to 32.1 (San Joaquin) with Tulare at 5.4.

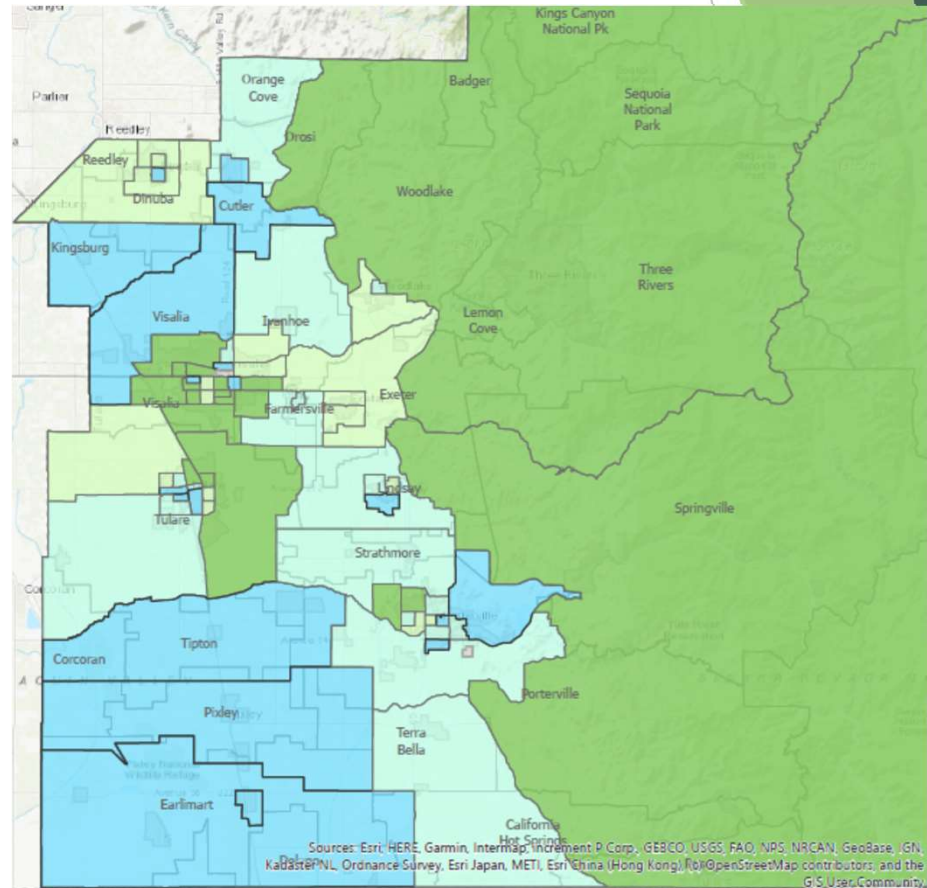
Tulare County Census Tracts - HPI Ranking is Statewide



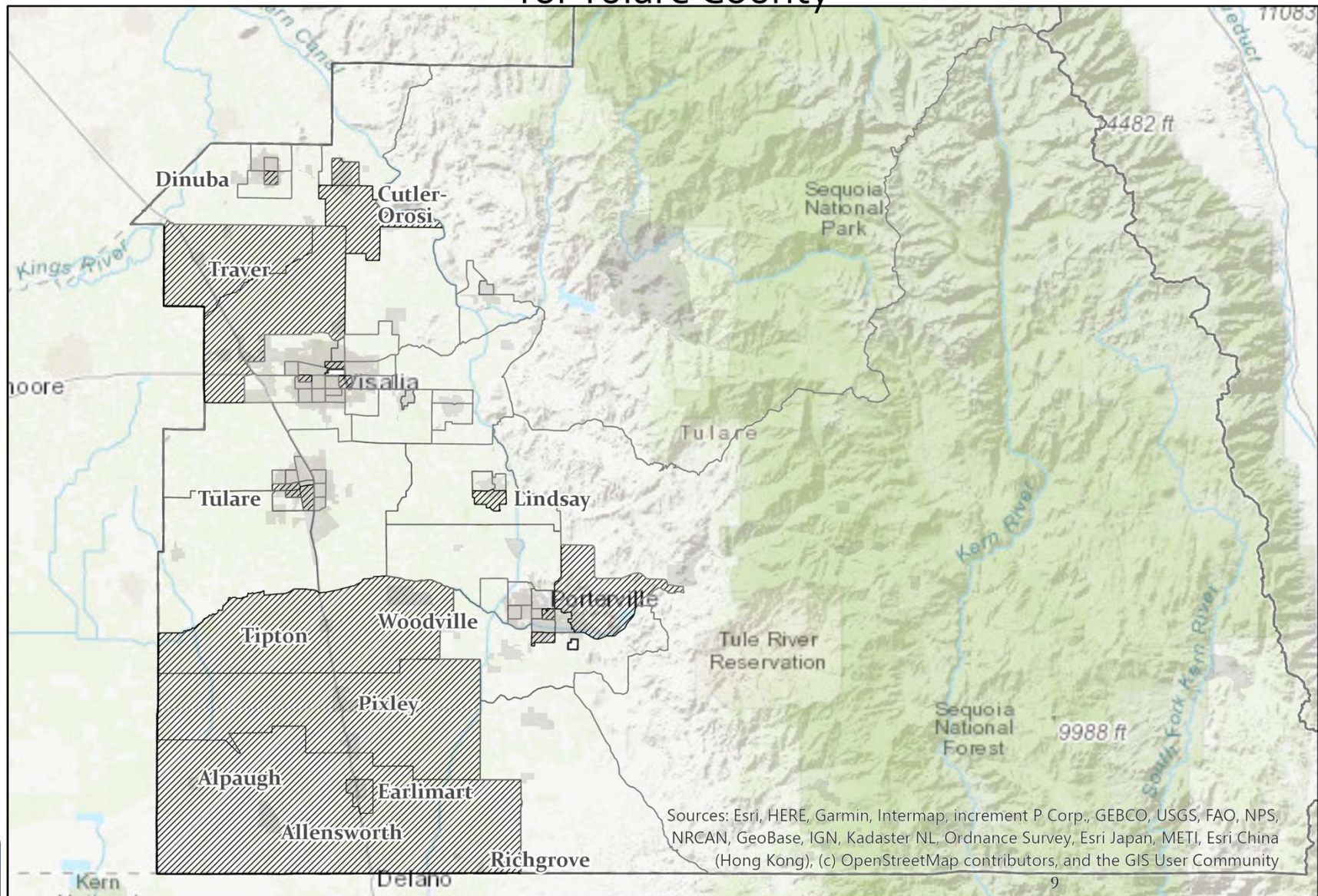
- ▶ Tulare County has 78 census tracts
 - ▶ 2 are not scored
- ▶ HPI scores range from -1.31 to +0.26
- ▶ Percentiles range from 0.38 to 65.9

Health Equity Metric - Census Tracts are *Ranked within Counties*

- ▶ All census tracts with HPI scores are ranked
- ▶ Tracts are divided into 4 groups, quartiles
- ▶ In Tulare County, 76 tracts are divided into 4 quartiles of 19 census tracts each
- ▶ The quartile with the lowest HPI scores is our Low HPI Quartile - the bright blue census tracts on this map



Census Tracts in the Lowest Quartile of the Healthy Places Index for Tulare County



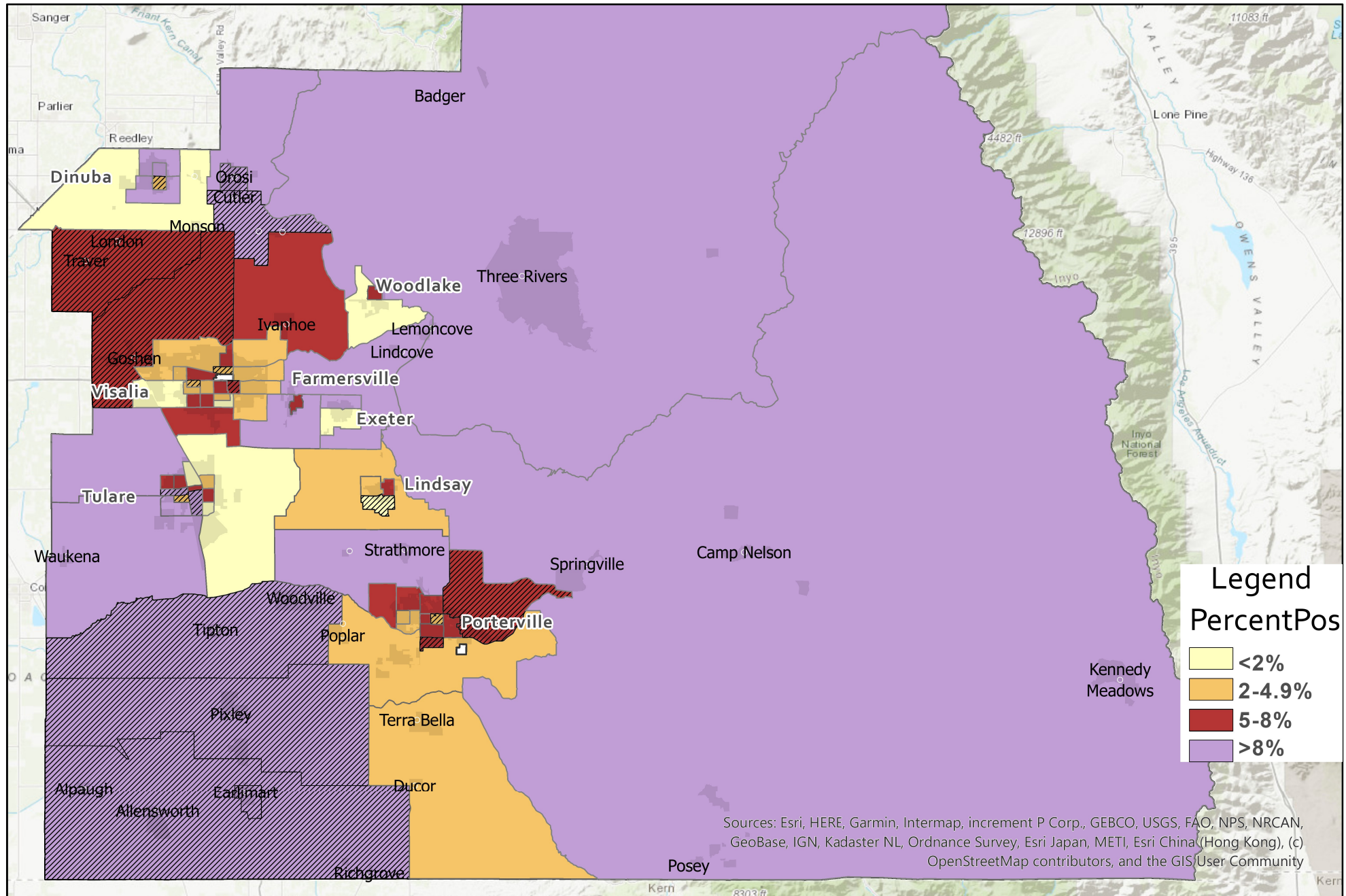
Health Equity Blueprint Metric

- ▶ Lowest HPI quartile test positivity rate must meet the specified threshold for the less restrictive tier before a county can move to that tier
 - ▶ For counties entering the red tier, their lowest quartile HPI census tracts' test positivity must also be $\leq 8\%$
 - ▶ For counties entering the orange tier, their lowest quartile HPI census tracts' test positivity must be within 5% of the orange tier threshold, or $\leq 5.2\%$
 - ▶ For counties entering the yellow tier, their lowest quartile HPI census tracts must be within 10% of the yellow tier threshold, or $\leq 2.1\%$

Tier assignment updated October 13

- Tulare County's overall positivity rate was 5.8% and
- Positivity in the lowest HPI quartile was 8.0%
- Both were in Tier 2 "substantial" category
- However, we were assigned Tier 1 due to case rate > 7.0

Positivity by Census Tract 10/13 Specimens Collected 9/27-10/3



Tulare County Census Tracts with > 8.0% Positivity - Specimens collected 9/27-10/3

Census Tract	HPI Quartile	% Positive	Continuous Weeks > 8%	Population (2014-2018)	Place
0600	Q1 - Low HPI	24.4	2	7,068	Cutler/Yettem
4200	Q1 - Low HPI	18.9	1	6,643	Pixley/Teviston
0202	Q2	17.9	1	2,522	Rural north of Orosi
3300	Q2	16.0	3	7,848	Strathmore/Plainview
4400	Q1 - Low HPI	15.6	3	7,607	Earlimart
4300	Q1 - Low HPI	15.4	1	7,487	Alpaugh/Allensworth/Richgrove
0100	Q4 - High HPI	15.2	1	4,715	Three Rivers/Badger
2901	Q1 - Low HPI	13.3	2	4,088	South-central Tulare
3200	Q1 - Low HPI	12.5	1	7,420	Tipton/Woodville
0502	Q3	12.2	2	4,321	South-west Dinuba
2202	Q1 - Low HPI	11.8	1	6,076	West-central Tulare
0401	Q3	10.5	3	6,188	North Dinuba
0402	Q3	10.3	3	7,337	North-Central Dinuba
1400	Q3	9.5	2	5,202	N. Farmersville/Lindcove/Lemoncove
3100	Q2	9.4	1	3,502	Waukena/SW of Tulare
2100	Q3	9.4	2	2,559	Rural area NW of Tulare
3002	Q2	9.3	1	3,434	South-west Tulare
1602	Q2	9.3	1	5,725	Rural area south of Farmersville
1501	Q3	9.0	1	5,398	North Exeter
0201	Q1 - Low HPI	8.9	3	8,607	Orosi
2700	Q4 - High HPI	8.3	2	5,164	Springville/Camp Nelson/Posey

- 21 census tracts have positivity > 8.0%
- 25 tracts have positivity between 5 and 8%
- 21 tracts have positivity between 2 and 5%
- 9 tracts have positivity < 2.0%

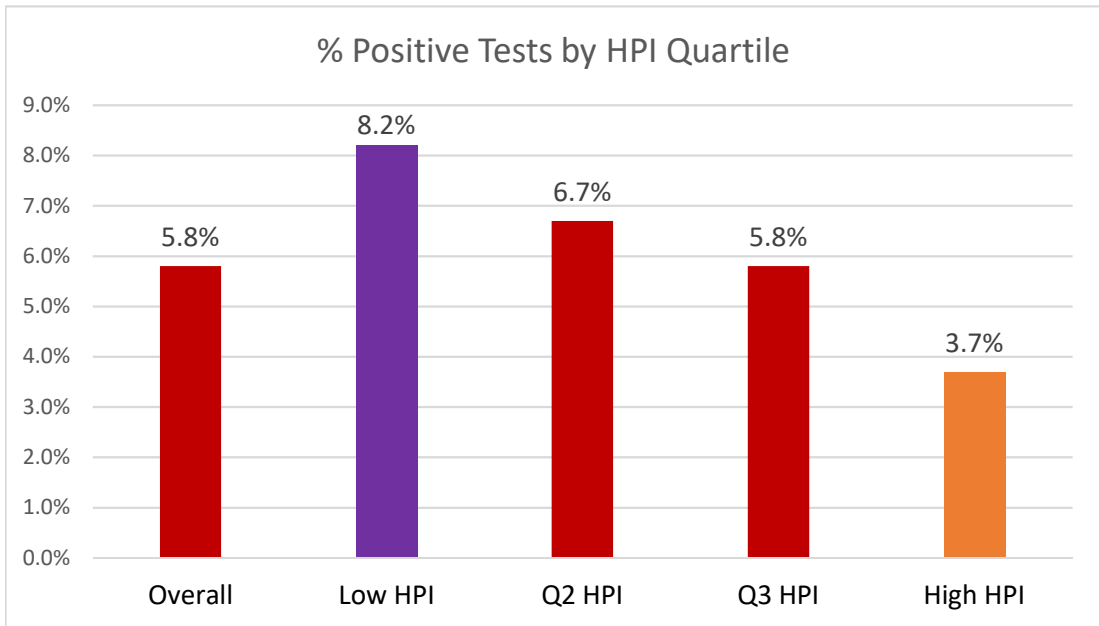
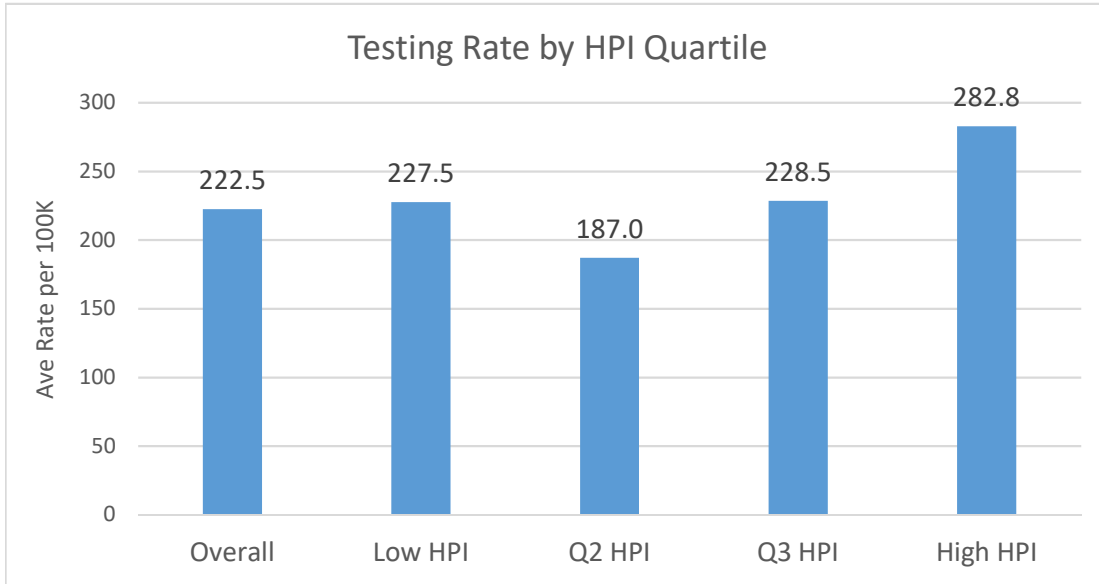
Note that for small areas such as individual census tracts, data shifts from week to week.

The health equity metric is calculated for all low quartile tracts aggregated together.

Census tracts highlighted have had positivity > 8% for 3 weeks in a row.

Population estimates are from the 5 year American Community Survey (2014-2018), US Census Bureau

Health Equity Metric updated 10/13
Data is for specimens collected 9/27-10/3



COVID-19 INDUSTRY GUIDANCE: Expanded Personal Care Services

October 20, 2020

This guidance is designed to address sectors and activities opening statewide. However, local health officers may implement more stringent rules tailored to local epidemiological conditions, so employers should also confirm relevant local opening policies.

OVERVIEW

On March 19, 2020, the State Public Health Officer and Director of the California Department of Public Health issued an order requiring most Californians to stay at home to disrupt the spread of COVID-19 among the population.

The impact of COVID-19 on the health of Californians is not yet fully known. Reported illness ranges from very mild (some people have no symptoms) to severe illness that may result in death. Certain groups, including people aged 65 or older and those with serious underlying medical conditions, such as heart or lung disease or diabetes, are at higher risk of hospitalization and serious complications. Transmission is most likely when people are in close contact or in a poorly ventilated area with an infected person, even if that person does not have any symptoms or has not yet developed symptoms.

Precise information about the number and rates of COVID-19 by industry or occupational groups, including among critical infrastructure workers, is not available at this time. There have been multiple outbreaks in a range of workplaces, indicating that workers are at risk of acquiring or transmitting COVID-19 infection. Examples of these workplaces include hospitals, long-term care facilities, prisons, food production, warehouses, meat processing plants, restaurants, and grocery stores.

As stay-at-home orders are modified, it is essential that all possible steps be taken to ensure the safety of workers and the public.

Key prevention practices include:

- ✓ physical distancing to the maximum extent possible,
- ✓ use of face coverings by workers (where respiratory protection is not required) and customers/clients,
- ✓ frequent handwashing and regular cleaning and disinfection,
- ✓ training workers on these and other elements of the COVID-19 prevention plan.

In addition, it will be critical to have in place appropriate processes to identify new cases of illness in workplaces and, when they are identified, to intervene quickly and work with public health authorities to halt the spread of the virus.

PURPOSE

This document provides guidance for expanded personal care services, which includes personal care that requires touching a client's face, e.g. facials, electrolysis, and waxing. This guidance applies to esthetic, skin care, electrology, nail services, body art professionals, tattoo parlors, and piercing shops, and massage therapy (in non-healthcare settings). Businesses in these industries are open across all tiers but must follow the modifications in this guidance.

For the most updated information on county tier status, visit [Blueprint for a Safer Economy](#). Please note that local health departments can have more restrictive criteria and different closures. Find [your county's local information](#).

This guidance is intended to support a safe, clean environment for workers and customers. Establishment license holders must acknowledge that renters or lessees should only resume operations when they are ready and able to implement the necessary safety measures to provide for their safety and that of their customers.

The guidance is not intended to revoke or repeal any worker rights, either statutory, regulatory, or collectively bargained and is not exhaustive, as it does not include county health orders, nor is it a substitute for any existing safety and health-related regulatory requirements such as those of Cal/OSHA or the California Board of Barbering and Cosmetology.¹ Stay current on changes to public health guidance and state/local orders, as the COVID-19 situation continues. Cal/OSHA has more comprehensive guidance on their [Cal/OSHA General Guidelines on Protecting Workers from COVID-19 webpage](#). CDC has additional requirements in their [guidance](#) for businesses and employers.

Required Use of Face Coverings

On June 18, CDPH issued [Guidance on the Use of Face Coverings](#), which broadly requires the use of face coverings for both members of the public and workers in all public and workplace settings where there is a high risk of exposure. Complete details, including all requirements and exemptions to these rules, can be found in the [guidance](#).

The [CDPH Face Covering Guidance](#) is subject to additional updates based on the current scientific understanding of transmission of the virus causing COVID-19. Please check the CDPH website for any revisions.



Workplace Specific Plan

- Establish a written, workplace-specific COVID-19 prevention plan at every location, perform a comprehensive risk assessment of all work areas and work tasks and designate a person at each facility to implement the plan.
- Incorporate the [CDPH Face Covering Guidance](#) into the Workplace Specific Plan and include a policy for handling exemptions.
- Identify contact information for the local health department where the facility is located for communicating information about COVID-19 outbreaks among workers or customers.
- Train and communicate with workers and worker representatives on the plan and make the plan available to workers and their representatives.
- Regularly evaluate the workplace for compliance with the plan and document and correct deficiencies identified.
- Investigate any COVID-19 illness and determine if any work-related factors could have contributed to risk of infection. Update the plan as needed to prevent further cases.
- Implement the necessary processes and protocols when a workplace has an outbreak, in accordance with [CDPH guidelines](#) and orders or guidance from the local health department.
- Identify close contacts (within six feet for 15 minutes or more) of an infected worker and take steps to isolate COVID-19 positive worker(s) and close contacts.
- Notify all employees in writing, and employers of subcontracted employees, who may have been exposed to COVID-19 and report workplace outbreaks to the local health department. For additional information on employer responsibilities under [AB 685](#) (Chapter 84, Statutes of 2020), refer to the [Enhanced Enforcement and Employer Reporting Requirements](#) from Cal/OSHA and the [Employer Questions about AB 685](#) from CDPH.
- Adhere to the guidelines below. Failure to do so could result in workplace illnesses that may cause operations to be temporarily closed or limited.



Topics for Worker Training

- Information on [COVID-19](#), how to prevent it from spreading, and [people who are at higher risk](#) for severe illness or death.
- Self-screening at home, including temperature and/or symptom checks using [CDC guidelines](#).

- The importance of not coming to work:
 - If a worker has symptoms of COVID-19 as [described by the CDC](#), such as a fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea, vomiting, or diarrhea, OR
 - If a worker was diagnosed with COVID-19 and has not yet been released from isolation, OR
 - If, within the past 14 days, a worker has had contact with someone who has been diagnosed with COVID-19 and is considered potentially infectious (i.e. still on isolation).
- To return to work after a worker receives a COVID-19 diagnosis only after meeting [CDPH Guidance on Returning to Work or School Following COVID-19 Diagnosis](#).
- To seek medical attention if their symptoms become severe, including persistent pain or pressure in the chest, confusion, or bluish lips or face. Updates and further details are available on [CDC's webpage](#).
- The importance of frequent handwashing with soap and water, including scrubbing with soap for 20 seconds (or using hand sanitizer with at least 60% ethanol (preferred) or 70% isopropanol (if the product is inaccessible to unsupervised children) when workers cannot get to a sink or handwashing station, per [CDC guidelines](#)). Never use hand sanitizers with [methanol](#) due to its high toxicity to both children and adults.
- The importance of physical distancing, both at work and off work time (see Physical Distancing section below).
- Proper use of face coverings, including:
 - Face coverings are not personal protective equipment (PPE).
 - Face coverings do not replace the need for physical distancing and frequent handwashing.
 - Face coverings must cover the nose and mouth.
 - Workers should wash or sanitize hands before and after using or adjusting face coverings.
 - Avoid touching eyes, nose, and mouth.
 - Face coverings must not be shared and should be washed or discarded after each shift.
- Information contained in the [CDPH Guidance for the Use of Face Coverings](#), which mandates the circumstances in which face coverings must be worn and the exemptions, as well as any policies, work rules, and

practices the employer has adopted to ensure the use of face coverings. Training should also include the employer's policies on how people who are exempted from wearing a face covering will be handled.

- Ensure any independent contractors, temporary, or contract workers at the facility are also properly trained in COVID-19 prevention policies and have necessary supplies and PPE. Discuss these responsibilities ahead of time with organizations supplying temporary and/or contract workers.
- Information on paid leave benefits the worker may be entitled to receive that would make it financially easier to stay at home. See additional information on [government programs supporting sick leave and workers' compensation for COVID-19](#), including workers' sick leave rights under the [Families First Coronavirus Response Act](#).



Individual Control Measures and Screening

- Provide temperature and/or symptom screenings for all workers at the beginning of their shift and any vendors or contractors entering the establishment. Make sure the temperature/symptom screener avoids close contact with workers to the extent possible.
- If requiring self-screening at home, which is an appropriate alternative to providing it at the establishment, ensure that screening was performed prior to the worker leaving the home for their shift and follows [CDC guidelines](#), as described in the Topics for Worker Training section above.
- Encourage workers and customers who are sick or exhibiting symptoms of COVID-19 to stay home.
- Employers must provide and ensure workers use all required protective equipment, including eye protection, gloves, and face shields where necessary.
- Employers should consider where disposable glove use may be helpful to supplement frequent handwashing or use of hand sanitizer; examples are for workers who are screening others for symptoms or handling commonly touched items. Workers should wear gloves when handling items contaminated by body fluids.
- Disposable gloves should be worn for services that require them. Wearing gloves should be done in conjunction with regular hand washing and is not a substitute for regular hand washing.
- Workers who consistently must be within six feet of customers or co-workers must wear a secondary barrier (e.g., face shield or safety goggles) in addition to a face covering. All employees should minimize the amount of time spent within six feet of customers.

- Contact customers before visits to confirm appointments and ask if they or someone in their household is exhibiting any COVID-19 symptoms. If the customer answers in the affirmative, reschedule the appointment. Such communication can be done via phone, app, email, or text to remind customers that they should only come to the facility for their appointment if they do not pose a health risk to other customers or workers. In order to implement pre-screening protocols and ensure physical distancing protocols, consider suspending walk-in appointment availability.
- Tell customers that no additional friends or family will be permitted in the facility, except for a parent or guardian accompanying a minor.
- Customers should be screened for temperature and/or symptoms upon arrival, asked to use hand sanitizer, and to wear a face covering unless exempted per the [CDPH Face Covering Guidance](#). Employers have the right to refuse entry to symptomatic customers or visitors.
- Display a set of guidelines for customers that are to be a condition of entry. The guidelines must include instructions to wear face coverings, use hand sanitizer, maintain physical distance from other customers, and they should communicate changes to service offerings. The guidelines should be posted in clearly visible locations, including at entrances, include pictograms, and be made available digitally (e.g. through email).



Ventilation, Cleaning, and Disinfecting Protocols

- Consider opening treatment room windows, if feasible and within security protocols.
- Where possible, install portable high-efficiency air cleaners, upgrade the building's air filters to the highest efficiency possible, and make other modifications to increase the quantity of outside air and ventilation in all working areas.
- Check the [CDPH website](#) periodically for updates on indoor air quality and ventilation guidance for airborne diseases in indoor settings.
- Ensure that coworkers, fellow tenants, booth renters, and/or staff have coordinated and put a plan in place for cleaning and disinfection at the beginning and end of each shift and in between customers. Perform thorough cleaning in high traffic areas, such as reception areas, and areas of ingress and egress including stairways, stairwells, and handrails.
- Frequently disinfect commonly used surfaces including credit card terminals, counters, reception area seating, door handles, light switches, phones, toilets, and handwashing facilities.
- Evaluate existing ventilation, hygiene, and sanitation protocols and

cleaning processes and update where necessary. Use hospital grade, [Environmental Protection Agency \(EPA\)-approved products](#) to clean and disinfect anything the client came in contact with, including treatment tables, face cradles, stools, bolsters, door knobs, side tables, chairs, etc. Follow the product manufacturer's recommendations for contact time. Use disinfectants labeled to be effective against emerging viral pathogens, diluted household bleach solutions (5 tablespoons per gallon of water), or alcohol solutions with at least 70% alcohol that are appropriate for the surface. Provide workers training on the chemical hazards, manufacturer's directions for use, ventilation requirements, and Cal/OSHA requirements for safe use. Workers using cleaners or disinfectants should wear gloves and other protective equipment as required by the product. Follow the [asthma-safer cleaning methods](#) recommended by the California Department of Public Health and ensure proper ventilation.

- Since porous surfaces such as chair seats cannot be easily disinfected, consider covering with a plastic or disposable liner and cleaning or disposing of the liner after each customer.
- All appliances at work stations and in treatment rooms should be properly disinfected between each customer.
 - For non-porous implements, such as tweezers or scissors, clean the item with hot, soapy water to remove any physical debris. Rinse and dry the implement completely. Follow by immersing the implement in an EPA-registered liquid disinfectant that is labeled as a bactericide, fungicide, and virucide for the full contact time as stated by the manufacturer's directions. Items should be removed at the end of contact time, rinsed, and dried with a clean paper towel.
 - For electrical implements such as magnifying LED lamps, hot towel warmers, and esthetic devices, clean the implement with a spray or wipe to remove any physical debris. Follow with an EPA-registered disinfectant spray or wipe for the full contact time as noted by the manufacturer's directions. Use caution when using a spray and be sure your device is unplugged and do not spray into the motor. For electronics such as tablets, touch screens, keyboards, remote controls, and ATM machines, remove visible contamination if present. Follow the manufacturer's instructions for all cleaning and disinfection products. Consider use of wipeable covers for electronics. If no manufacturer guidance is available, consider the use of alcohol-based wipes or sprays containing at least 60% alcohol to disinfect touch screens. Dry surfaces thoroughly to avoid pooling of liquids.
- To minimize the risk of [Legionnaires' disease](#) and other diseases associated with water, [take steps](#) to ensure that all water systems (e.g., drinking fountains) are safe to use after a prolonged facility shutdown.

- Where linens are used, even if the customer does not get under them, the linens should still be removed and the bed or table properly disinfected. Treatment tables must be covered with either clean treatment table paper, a clean towel, or a clean sheet after each use.
- Workers should wear disposable gloves when removing used linens, towels, and other draping, including blankets and client draping for each treatment. Do not shake the dirty laundry. Place used linens in a lined, lidded receptacle positioned outside the treatment space, if possible, to minimize the possibility of dispersing virus in the air. Dirty linens should not be used again until properly laundered either by a commercial laundering service or a laundering process which includes immersion in water of at least 160 degrees Fahrenheit for at least 25 minutes. Store all clean linens in a clean, covered place.
- Where possible, do not clean floors by sweeping or other methods that can disperse pathogens into the air unless all persons in the area have appropriate PPE. Use a vacuum with a HEPA filter wherever possible.
- Do not allow food or beverages to be at stations or in treatment rooms.
- Thoroughly clean any product display areas, including all shelving and display cases. Remove and discard any open "test" products and discontinue this practice to help reduce contamination. Add signage to this area to let customers know it is cleaned and disinfected daily.
- Encourage the use of credit cards and contactless payment systems. If electronic or card payment is not possible, customers should come with exact cash payment or check.
- Consider upgrading to touchless faucets, soap and paper towel dispensers, and adding touchless, automatic hand sanitizer dispensers. Ensure soap dispensers and paper towel dispensers are regularly filled.
- Equip reception areas and workstations with proper sanitation products, including hand sanitizer and sanitizing wipes.
- Provide time for workers to implement cleaning practices during their shift. Cleaning assignments should be assigned during working hours as part of the worker's job duties.
- Workers should avoid sharing phones, tablets, laptops, desks, pens, and other work supplies, wherever possible. Never share PPE.
- In addition to the above cleaning and disinfecting protocols, businesses must follow the existing [California Board of Barbering and Cosmetology rules](#). Additional rules may also apply for businesses at the local, county-level.



Physical Distancing Guidelines

- **WARNING:** physical distancing alone is insufficient to prevent transmission of COVID-19.
- Implement measures to ensure physical distancing of at least six feet between and among workers and customers, except while providing the services that require close contact. This can include use of physical partitions or visual cues (e.g., floor markings, colored tape, or signs to indicate to where workers and/or customers should stand).
- Maintain at least six feet of physical distance between each work station area, and/or use impermeable barriers between work stations to protect customers from each other and workers.
- Stagger appointments to reduce reception congestion and ensure adequate time for proper cleaning and disinfection between each customer visit. Consider servicing fewer customers each day or expanding operating hours to allow for more time between customers and suspending walk-in appointments.
- If possible, implement virtual check-in technology to ensure that workers are notified when a customer arrives. Ask customers to wait outside or in their cars rather than congregating in reception areas. Reception areas should only have one customer at a time or the area should be modified to support adequate physical distancing, including removing chairs and sofas or spacing them further apart.
- For outdoor operations, establish an outdoor reception area where customers can check in while still following physical distancing guidelines. Take measures at reception desks or other areas where physical distancing cannot be maintained to minimize exposure between workers and customers, such as Plexiglas or other barriers.
- For outdoor operations, create outdoor break areas with shade covers and seating that ensures physical distancing, where possible.
- Take measures at reception desks or other areas where physical distancing cannot be maintained to minimize exposure between workers and customers, such as Plexiglas or other barriers.
- Consider offering workers who request modified duties options that minimize their contact with customers and other workers (e.g., managing inventory or managing administrative needs through telework).
- Require workers to avoid handshakes, fist bumps, hugs, or similar greetings that break physical distance.
- Do not allow people to congregate in high traffic areas such as bathrooms, hallways, bar areas, reservation, and credit card terminals, etc.

- Ensure workers can maintain physical distance in breakrooms, using barriers, increasing distance between tables/chairs to separate workers, etc. Where possible, create outdoor break areas with shade coverings and seating arrangements that ensures physical distancing. Discourage workers from congregating during breaks and ensure they are not eating or drinking without face coverings within six feet of each other.
- Adjust any staff meetings to ensure physical distancing. Hold meetings over the phone or via webinar for workers wherever possible.



Additional Considerations for Esthetic and Skin Care Services

- Workers should wear a face shield for eye protection (with a face covering) when they are providing clients treatment on facial or neck areas that do not enable the client to wear a face covering.
- Disposable gloves should be worn throughout the entire esthetic service and while performing cleaning and disinfection of all implements and surfaces after each client session.
- Before leaving the treatment room or area, remove and dispose of gloves, apply proper hand sanitizer or wash hands with soap and water, and use a previously readied disposable barrier, such as a paper towel or sanitizer wipe, to open and close the treatment room door while leaving the room.
- Single use applicators must be used and disposed of immediately after use in a lined trash bin. The trash bin should have a lid and should be lined with a disposable plastic bag.



Additional Considerations for Electrology Services

- Electrology services must not be provided in the outdoor setting because they are invasive procedures that require a controlled hygienic environment to be performed safely.
- Electrologists must use disposable gloves during the client's entire treatment. Electrologists should wear a face shield for eye protection (with a face covering) when they are providing clients treatment on facial or neck areas that do not enable the client to wear a face covering.
- Clients having any other areas treated should be required to wear a face covering throughout the service, if able to wear one per the [CDPH Face Covering Guidance](#).

- Tweezers, rollers, and needle holder caps should be properly cleaned and sterilized between each client. This could include the use of an autoclave or placing the items in a sealed pouch and sterilizing them in a dry heat sterilizer. The pouch should not be reopened until the next client's treatment session begins.
- Where possible, use disposable probes that do not require a probe tip or cap, which will reduce exposure points. If not using disposable probe tips or caps, the removable tip or cap of the epilator needle/probe holder must be cleaned and disinfected after each client.
- Needles used for electrolysis must be single-use, disposable, pre-packaged, and sterile and disposed of in an approved sharps container immediately after use. Sharps containers must be discarded in accordance with biomedical waste regulation.
- Heat produced by the electrical current passing through an electrolysis needle is not sufficient to sterilize it.
- Ultrasonic cleaning units, forceps, and all containers, including their removable parts, must be cleaned and disinfected between each client according to the manufacturer's instructions.



Additional Considerations for Nail Services

- Clients must wash their hands before nail services are provided.
- Workers must wear face coverings at all times, or a respirator where required. Respirators are required where ventilation is insufficient to reduce exposure below permissible exposure limits established in title 8 [section 5155](#). In cases of chemical exposure, only elastomeric respirators with the correct chemical cartridge combined with a particulate filter are appropriate for use.
- Disposable gloves should be worn throughout the entire service and while performing cleaning and disinfection of all implements and surfaces after each client. Once cleaning is finished, remove and dispose of gloves and apply proper hand sanitizer or wash hands with soap and water.
- Pedicures done outside shall be limited to portable tubs/bowls and must be disinfected with an EPA-registered liquid disinfectant that is labeled as a bactericide, fungicide and virucide. Refer to manufacturer's instructions on concentration. The disinfection should occur inside the nail salon and not in the temporary outdoor setting.
- Pedicure bowls must be disinfected with an EPA-registered liquid disinfectant that is labeled as a bactericide, fungicide and virucide. Refer to manufacturer's instructions on concentration. For whirlpool foot spas, air-jet basins or pipeless foot spas, disinfectant must be circulated for at least

10 minutes. For non-whirlpool foot basins and tubs, soak disinfectant in the basin or tub for at least 10 minutes. Foot-spas, basins and pedicure bowls must be properly cleaned and disinfected after every client even if a disposable plastic liner is used.

- Nail salons should use disposable supplies whenever possible. Any non-disposable supplies must be fully disinfected between customers according to the California Board of Barbering and Cosmetology guidelines.
- All single use items, such as cardboard files, sand-bands for drills and buffers, disposable sandals, toe separators, and applicators, must be used once and immediately thrown away in a lined, lidded trash can.
- To reduce the number of touchpoints, remove the nail polish displays. In the absence of a nail polish display, use a color palette, which is to be cleaned and disinfected after each client use. If the nail polish display is not removed, nail polishes should be cleaned and disinfected before being returned to the display.
- Consider whether it is feasible to install a plastic partition between the worker and client with ample space cut out where hands or feet can be slid underneath to conduct the manicure or pedicure.
- Allow only one manicurist to work at each station and do not allow clients to get multiple services at the same time, such as a manicure and pedicure.
- If fans, such as pedestal fans or hard-mounted fans, are used in the salon, take steps to minimize air from fans blowing directly from one person toward another. If fans are disabled or removed, employers should remain aware of possible heat hazards and take steps to mitigate them.
- Nail salons should consider upgrading existing ventilation to include locally exhausted nail tables.



Additional Considerations for Body Art Professionals, Tattoo Parlors, and Piercing Shops

- Disposable gloves are required throughout the tattooing or piercing service and while performing cleaning and disinfection of all implements and surfaces after each customer session.
- Workers should ensure they wash their hands thoroughly with soap and water or use hand sanitizer immediately before putting on and after removing gloves.

- Suspend piercing and tattooing services for the mouth/nose area.
- Chairs should be arranged to ensure at least six feet of space between customers. Establishments should consider additional divider shields or other impermeable barriers where appropriate.
- Workers should provide tattooing or piercing services for only one customer at a time.



Additional Considerations for Massage Services (Non-Healthcare Settings)

- Clients must wash their hands before any services are provided.
- Consider alterations to the treatment table setup to support the required cleaning and disinfecting protocols. This could include using disposable face cradle covers and/or protecting the table, table warmers, bolsters, and other items with washable barriers like pillowcases that can be removed and replaced between each client. Barriers are not a substitution for the required cleaning and disinfecting protocols.
- Evaluate whether facial massages or other hands-on work to the face will be offered. If providing such services, use non-latex gloves for this part of the treatment. Facial massages should not be performed if it requires removal of the client's face covering.
- Provide any hand treatments as the last part of the service.
- Workers should wash their hands immediately upon finishing massage services.

¹ Additional requirements must be considered for vulnerable populations. Personal care providers must comply with all [Cal/OSHA](#) standards and be prepared to adhere to its guidance as well as guidance from the [Centers for Disease Control and Prevention \(CDC\)](#) and the [California Department of Public Health \(CDPH\)](#). Additionally, employers should be prepared to alter their operations as those guidelines change.





Sandra Shewry
Acting Director
Erica S. Pan, MD, MPH
Acting State Health Officer

State of California—Health and Human
Services Agency
**California Department of
Public Health**



GAVIN NEWSOM
Governor

November 19, 2020

TO: All Californians

SUBJECT: Limited Stay At Home Order

Upon assessment of the recent, unprecedented rate of rise in increase in COVID-19 cases across California, the California Department of Public Health (CDPH) is taking immediate actions to prevent the spread of the virus. These immediate actions will help reduce community spread, protect individuals at higher risk of severe illness or death from COVID-19, and prevent the state's health care delivery system from becoming overwhelmed. Reducing movement and mixing of individual Californians is critical to decreasing transmission, hospitalizations, and deaths.

Therefore, as the State Public Health Officer, I am issuing a Limited Stay at Home order, effective in counties under Tier One (Purple) of California's Blueprint for a Safer Economy, requiring that all gatherings with members of other households and all activities conducted outside the residence, lodging, or temporary accommodation with members of other households cease between 10:00pm PST and 5:00am PST, except for those activities associated with the operation, maintenance, or usage of critical infrastructure[1] or required by law. This order does not apply to persons experiencing homelessness. Nothing in this order prevents any number of persons from the same household from leaving their residence, lodging, or temporary accommodation, as long as they do not engage in any interaction with (or otherwise gather with) any number of persons from any other household, except as specifically permitted herein.

This Limited Stay at Home Order will reduce opportunities for disease transmission with the goal of decreasing the number of hours individuals are in the community and mixing with individuals outside of their household. Every intervention to decrease mixing of households is critical during this unparalleled increase in case rate rise of about 50 percent during the first week in November. In particular, activities conducted during 10:00pm to 5:00am are often non-essential and more likely related to social activities and gatherings that have a higher likelihood of leading to reduced inhibition and reduced likelihood to adhere to COVID-19 preventive measures (e.g., wearing face coverings and maintaining physical distance).

This order shall take effect on November 21, 2020, at 10:00pm PST.

For counties that move into Tier One (Purple) after the effective date of this Order, the terms of this Order shall apply at 10:00pm PST on day two after the county is assigned to Tier One (Purple). For the purpose of counting days, day one shall be the first full day following the date of the tier assignment.

This order remains in effect until 5:00am PST on December 21, 2020, and may be extended or revised as needed.

This order is issued pursuant to Health and Safety Code sections 120125, 120130(c), 120135, 120140, 120145, 120175, 120195 and 131080; EO N-60-20, N-25-20, and other authority provided for under the Emergency Services Act; and other applicable law.



Erica S. Pan, MD, MPH
Acting State Public Health Officer
California Department of Public Health

[1] See the [COVID19.ca.gov](https://www.covid19.ca.gov) Essential Workforce web page for full list of California's Critical Infrastructure workforce.

California Department of Public Health
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Department Website ([cdph.ca.gov](https://www.cdph.ca.gov))



Page Last Updated : November 19, 2020



SANDRA SHEWRY, MPH,MSW

Acting Director

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Acting State Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM

Governor

Regional Stay At Home Order
12/03/2020

Upon assessment of the recent, unprecedented rise in the rate of increase in COVID-19 cases, hospitalizations, and test positivity rates across California, the California Department of Public Health (CDPH) is taking immediate actions to prevent the spread of the virus.

The State, like the nation, continues to record an unprecedented surge in the level of community spread of COVID-19. California implemented an accelerated application of the Blueprint Framework metrics on November 16 and a limited Stay at Home Order issued on November 19. However, in the interim, the number of new cases per day has increased by over 112%, (from 8,743 to 18,588) and the rate of rise of new cases per day continues to increase dramatically. The number of new hospital admissions has increased from 777 on November 15, to 1,651 on December 2, and because of the lag between case identification and hospitalizations, we can only expect these numbers to increase.

Current projections show that without additional intervention to slow the spread of COVID-19, the number of available adult Intensive Care Unit (ICU) beds in the State of California will be at capacity in mid-December. This is a sign that the rate of rise in cases, if it continues, is at risk of overwhelming the ability of California hospitals to deliver healthcare to its residents suffering from COVID-19 and from other illnesses requiring hospital care. ICU beds are a critical resource for individuals who need the most advanced support and care and the ability to add additional ICU capacity is limited by the lack of available ICU nurses and physicians as a result of the nationwide surge in hospitalizations and ICU admissions.

Because the rate of increases in new cases continues to escalate and threatens to overwhelm the state's hospital system, further aggressive action is necessary to respond to the quickly evolving situation. While vaccines are promising future interventions, they are not available to address the immediate risks to healthcare delivery in the current surge. The immediate aggressive institution of additional non-pharmaceutical public health interventions is critical to avoid further overwhelming hospitals and to prevent the need to ration care.

NOW, THEREFORE, I, as Acting State Public Health Officer of the State of California, order:

1. CDPH will evaluate public health based on Regions, responsive to hospital capacity for persons resident in those Regions.
2. CDPH will evaluate the adult ICU bed capacity for each Region and identify on covid19.ca.gov any Regions for which that capacity is less than 15%. When that capacity is less than 15%, the following terms (the Terms of this Order) will apply.
 - a. All gatherings with members of other households are prohibited in the Region except as expressly permitted herein.
 - b. All individuals living in the Region shall stay home or at their place of residence except as necessary to conduct activities associated with the operation, maintenance, or usage of critical infrastructure,¹ as required by law, or as specifically permitted in this order.
 - c. [Worship](#) and [political expression](#) are permitted outdoors, consistent with existing guidance for those activities.
 - d. Critical infrastructure sectors may operate and must continue to modify operations pursuant to the [applicable sector guidance](#).
 - e. [Guidance](#) related to schools remain in effect and unchanged. Accordingly, when this Order takes effect in a Region, schools that have previously reopened for in-person instruction may remain open, and schools may continue to bring students back for in-person instruction under the [Elementary School Waiver Process](#) or [Cohorting Guidance](#).
 - f. In order to reduce congestion and the resulting increase in risk of transmission of COVID-19 in critical infrastructure retailers, all retailers may operate indoors at no more than 20% capacity and must follow the [guidance for retailers](#). All access to retail must be strictly metered to ensure compliance with the limit on capacity. The sale of food, beverages, and alcohol for in-store consumption is prohibited.
 - g. To promote and protect the physical and mental well-being of people in California, outdoor recreation facilities may continue to operate. Those facilities may not sell food or drink for on-site consumption. Overnight stays at

¹ See <https://covid19.ca.gov/essential-workforce/> for full list of California's Critical Infrastructure workforce.

campgrounds are not permitted.

- h. Nothing in this Order prevents any number of persons from the same household from leaving their residence, lodging, or temporary accommodation, as long as they do not engage in any interaction with (or otherwise gather with) any number of persons from any other household, except as specifically permitted herein.
 - i. Terms (a) and (b) of this section do not apply to persons experiencing homelessness.
- 3. Except as otherwise required by law, no hotel or lodging entity in California shall accept or honor out of state reservations for non-essential travel, unless the reservation is for at least the minimum time period required for quarantine and the persons identified in the reservation will quarantine in the hotel or lodging entity until after that time period has expired.
- 4. This order shall take effect on December 5, 2020 at 1259pm PST.
- 5. For Regions where the adult ICU bed capacity falls below 15% after the effective date of this order, the Terms of this Order shall take effect 24 hours after that assessment.
- 6. The Terms of this Order shall remain in place for at least three weeks from the date the order takes effect in a Region and shall continue until CDPH's four-week projections of the Region's total available adult ICU bed capacity is greater than or equal to 15%. Four-week adult ICU bed capacity projections will be made approximately twice a week, unless CDPH determines that public health conditions merit an alternate projection schedule. If after three weeks from the effective date of the Terms of this Order in a Region, CDPH's four-week projections of the Region's total available adult ICU bed capacity is greater than or equal to 15%, the Terms of this Order shall no longer apply to the Region
- 7. After the termination of the Terms of this Order in a Region, each county within the Region will be assigned to a tier based on the [Blueprint for a Safer Economy](#) as set out in my August 28, 2020 Order, and the County is subject to the restrictions of the Blueprint appropriate to that tier.
- 8. I will continue to monitor the epidemiological data and will modify this Regional Stay-at-Home Order as required by the evolving public health conditions. If I determine that it is necessary to change the Terms of this Order, or otherwise modify the Regional Stay-at-Home Order, these modifications will be posted at covid19.ca.gov.

9. When operative in a Region, the Terms of this Order supersede any conflicting terms in other CDPH orders, directives, or guidance. Specifically, for those Regions with ICU bed capacity triggering this order, the Terms of this Order shall supersede the State's [Blueprint for a Safer Economy](#) and all guidance (other than guidance for critical infrastructure sectors) during the operative period. In all Regions that are not subject to the restrictions in this order, the [Blueprint for a Safer Economy](#) and all guidance shall remain in effect.
10. This order is issued pursuant to Health and Safety Code sections 120125, 120130(c), 120135, 120140, 120145, 120175, 120195 and 131080; EO N-60-20, N-25-20, and other authority provided for under the Emergency Services Act; and other applicable law.



Erica S. Pan, MD, MPH
Acting State Public Health Officer
California Department of Public Health

COVID-19

COVID-19 Vaccine Prioritization Recommendations for Moving Through Vaccine Phases and Tiers

January 7, 2021

Given the limited supply of COVID-19 vaccines, the California Department of Public Health (CDPH) recommends balancing the prioritization of these scarce resources to maximize the goal of achieving community immunity for all Californians.

After focused and appropriate efforts to reach the individual groups currently prioritized, health departments and providers may offer doses promptly to people in lower priority groups when:

- Demand subsidies in the current groups, or
- Doses are about to expire according to labeling instructions.

To maximize vaccine administration and reduce the potential for vaccine wastage, local health departments and providers should immediately administer COVID-19 vaccines to individuals in all tiers of Phase 1a. Providers offering vaccines should consider partnering with other providers or organizations to provide vaccinations for individuals in the prioritized tiers. However, local health departments and providers should make special efforts to administer the vaccine to vaccinators.

Local health departments and providers may allocate doses on the assumption that immunization will be accepted by some but not all who are offered the vaccine, and then continue to offer vaccinations to all individuals in progressive priority tiers. If a county has maximized use of the vaccine to administer individuals in Phase 1a, they should move to Phase 1b, Tier 1 while continuing to offer vaccines to those in higher priority groups.

Page Last Updated : January 7, 2021



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

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Date: January 7, 2021

Tulare County Public Health Releases COVID-19 Vaccine Schedule

*COVID-19 Vaccinations Are Underway for Phase 1A of Distribution Plan,
County Offers COVID-19 Vaccine Interest Form for Tulare County Residents*

The COVID-19 virus continues to spread at alarming rates throughout Tulare County. In the midst of an ongoing surge of infections following holiday social gatherings, Tulare County Public Health releases its COVID-19 Vaccine Schedule for distribution and delivery of the much-anticipated vaccine to end the pandemic. For the COVID-19 Vaccine Schedule in Tulare County and for the latest information on the COVID-19 vaccine, visit: <https://covid19.tularecounty.ca.gov/covid-19-vaccine/>.

Vaccinating NOW – Phase 1A

Due to limited supplies of COVID-19 vaccine, Tulare County is currently distributing COVID-19 vaccine to those eligible in **Phase 1A ONLY**. The following people qualify to receive vaccinations within Phase 1A:

Phase 1A, Tier 1:

- Acute care, psychiatric, and correctional facility hospital staff
- Skilled nursing facilities, assisted living facilities, special needs group living equivalent
- Paramedics, EMTs, and others providing medical emergency services
- Dialysis centers
- Residents in long-term care settings
- Staff of residential and inpatient substance abuse disorder treatment and mental health facilities

Phase 1A, Tier 2:

- Intermediate care facilities staff
- Home health care and in-home supportive services
- Community health workers, including promotoras
- Public health field staff
- Primary care clinics, including Federally Qualified Health Centers, Rural Health Centers, correctional facility clinics, and urgent care clinics

Phase 1A, Tier 3:

- Specialty health care clinics (i.e., optometry, cardiology, neurology, outpatient, surgery, physical therapy, etc.)
- Laboratory workers
- Dental and other oral health clinics
- Pharmacy staff not working in settings at higher tiers
- Mortuary service industry

If you meet the eligibility requirements for Phase 1A, you can register to get vaccinated at:

<https://covid19.tularecounty.ca.gov/covid-19-vaccine/tulare-county-covid-19-vaccine-phase-1a/>

Those receiving vaccines in Phase 1A will be required to show proof of eligibility with either of the following: employer ID badge, employer payment stub, or official letter from employer.

Vaccinating Next – Phase 1B and Phase 1C

Currently, Tulare County Public Health is ONLY vaccinating those who are eligible in Phase 1A.

Once COVID-19 vaccine supply expands and those who qualify for Phase 1A have been vaccinated,



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

Timothy W. Lutz, MBA
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Tulare County Public Health will begin vaccinating residents that meet the requirements of distribution to Phase 1B and Phase 1C of the COVID-19 Vaccine Distribution Plan. Phase 1B and Phase 1C include the following:

Phase 1B

Phase 1B, Tier 1:

- Individuals aged 75 years and older
- Essential workers in the following sectors: education, childcare, emergency services, and food and agriculture

Phase 1B, Tier 2:

- Individuals aged 65-74 years of age
- Essential workers in the following sectors: transportation and logistics; industrial, commercial, residential, and sheltering facilities and services; critical manufacturing
- Congregate settings: incarceration facilities and homeless

Phase 1C

- Individuals 50-64 years of age
- Persons aged 16 – 64 years with high-risk medical conditions
- Essential workers in the following sectors: water and wastewater; defense; energy; chemical and hazardous materials; communications and IT; financial services; government operations/community-based essential functions

Tulare County COVID-19 Vaccine Interest Form

Tulare County residents who don't qualify for Phase 1A can inform County health officials of their intent to get vaccinated for COVID-19 by completing the Tulare County COVID-19 Vaccine Interest Form.

Residents can sign up for vaccine notifications of when they are eligible and where they can go to get vaccinated by completing the Tulare County COVID-19 Vaccine Interest Form online at:

<https://arcg.is/0KKez4>.

Until the COVID-19 vaccine is widely available, it is imperative to reduce the spread of COVID-19 in Tulare County by practicing both social and physical distancing of six feet or more between persons and not participating in social gatherings of any kind. Residents must always wear a face mask or covering while in environments where physical distancing is not possible and while in public settings. In addition, everyone is encouraged to frequently wash their hands with soap and water for at least 20 seconds or use hand sanitizer, regularly disinfect high-touch surfaces, and stay home if you are sick or instructed to isolate/quarantine by a medical or public health professional.

For more information about COVID-19, visit www.tchhsa.org/ncov and www.covid19.tularecounty.ca.gov

###

VACCINATING NOW

PHASE 1A

Persons at risk of exposure to SARS-CoV-2 through direct health care or long-term care settings.

TIER 1

- Acute care, psychiatric, and correctional facility hospital staff
- Skilled nursing facilities, assisted living facilities, special needs group living equivalent
- Paramedics, EMTs, and others providing emergency medical services
- Dialysis centers
- Residents in long-term care settings
- Staff of residential and inpatient substance abuse disorder treatment and mental health facilities

TIER 2

- Intermediate care facilities staff
- Home health care and in-home supportive services
- Community health workers including promotoras
- Public health field staff
- Primary care clinics, including federally qualified health centers, rural health centers, correctional facility clinics, urgent care clinics

VACCINATING NEXT

PHASE 1B

- Persons aged 75 years and older
- Frontline essential workers

PHASE 1C

- Persons ages 65 to 74 years
- Persons ages 16 to 64 years

accine. This
improve.

Overview of the Emergency Rental Assistance Program

Background

On December 27, 2020 the federal Consolidated Appropriations Act 2021 was signed into law and \$25 billion was allocated to the United States Treasury (UST) for the Emergency Rental Assistance Program (ERAP) to assist households that are unable to pay rent or utilities due to the COVID-10 pandemic. California received \$2.6 of the federal ERAP funds. To implement these rental assistance resources, the state of CA worked with state legislation to develop a programmatic framework to ease administration burden and deploy these resources to those most in need.

On January 28th, the Legislature approved SB 91. This bill extended the eviction protections and created a mechanism to deploy the \$2.6 billion in ERAP resources to assist struggling tenants and landlords impacted by COVID-19. The bill allocated \$1.5 billion to the state and \$1.1 billion directly to local governments with populations with more than 200,000. The bill establishes the criteria and prioritization for use of the state-administered rental assistance funding from the federal bill.

Local governments with populations of 200,000 and greater that received a direct allocation of funding for rental assistance from the federal government could also qualify for block grant funding from the state's \$1.5 billion share. Counties were given the option to take the funds and administer their own program or to participate in the state-administered program. Tulare County has opted to participate in the state administered program. The state administered program will be managed centrally by the Local Initiatives Support Corporation (LISC).

Under state statute the rental assistance program is to be implemented by March 15, 2021. Ninety percent of the funding is to be directed towards financial assistance and ten percent for administration of the program.

Program Requirements

While not a full comprehensive list, the key program requirements include the following:

- For those landlords who agree to participate, funding will be available to pay up to 80 percent of an eligible household's unpaid rent accumulated from April 2020 through March 2021, provided that the landlord agrees to forgive the remaining 20 percent.
- In cases where the landlord chooses not to participate, tenants can apply for assistance for rental arrears, but are be limited to compensation of 25% of the eligible household's unpaid rent accumulated from April 2020 through March 2021 which will be paid to the landlord. The program also allows for prospective payments of 25% of the monthly rent for the months of April, May, and June 2021.
- Funds are to be administered in a least three rounds to eligible households. Prioritizing: (1) those households under 50% of the area median income (AMI) or unemployed for 90 days; (2) Below 80% AMI and in communities disproportionately affected by COVID-19 (as determined by the Department of Housing and Community Development); (3) Below 80% AMI not included in round 1 and 2.
- The top priority for the use of assistance funding would be rental arrears; followed by prospective rent payments, utility payments (both arrears and prospective payments)

LISC and Local Partnership

Given the rapid implementation timeframes, the one-time nature of these funds, among other considerations, the State believed that a central administrative structure would be most effective in deploying these resources in an effective and compliant manner. They contracted with LISC to administering the Emergency Rental Assistance Program (ERAP). LISC will be responsible in providing the following support and oversight:

- State outreach and education campaign with adaptability for local messaging.
- Standardized, federally consistent application and eligibility criteria, accessible to both landlords and tenants.
- Contracted solution with a state-wide network, including rural areas.
- Robust, multi-lingual client support and technical assistance.
- Processing of Applications (input, review, verification, fraud control, notifications to tenant and landlord, verification of accounts, disbursement of payment, reporting per state and federal government requirements, downstream audit management).
- Central privacy protections and fraud control.
- Management of duplication of benefits in accordance with the Consolidated Appropriations Act, 2021.
- Application portal to begin receiving applications from landlords and tenants.

LISC is seeking nonprofit and community-based organizations with capacity to provide local on-the-ground support to residents to help them access rental assistance. LISC will work with local partners and organizations within Tulare County to ensure all potential applicants know about the ERAP and receive the needed program assistance.

There are three tiers of partnership: Tier 1-Promotion, Tier 2-Outreach, and Tier 3-Technical Assistance. Local partners who want to partner with LISC will need to submit an application. Partner requirements include:

- Registered non-profits and quasi-government entities providing services to residents in communities served by this program
- Must have an EIN
- Must have a DUNS number
- Must be active on the CA Secretary of State website
- Must be registered on SAM website
- If applicable, non-profits must have actively filed 990 Forms

Organizations that do not have the above information are not eligible for Tier 2 and Tier 3 partnership but may still apply under the Tier 1 program. All applicants will be considered based on capacity to successfully reach their proposed community. Tier 2 and 3 will also be evaluated based on ability to successfully administer federal funds. First round of applications were due Monday, February 22. However, ongoing applications can still be submitted after the 22nd and will be reviewed on an ongoing basis throughout the program. To apply go to <https://lisc.tfaforms.net/308>

Eviction Protections

- SB 91 extends the states current eviction moratorium for tenants unable to pay rent due to COVID related financial hardships, as established under AB 3088, by five months, from January 31, 2021 through June 30, 2021.
- Tenants must continue to pay 25% of their rental obligations, as required under AB 3088, through June 30, 2021. During this time as tenants continue to pay at least 25% of their rent, then they are protected from eviction for any unpaid rent that has accumulated through June 30 and it can never be used as the basis for eviction. The 25% may be paid monthly or as a lump sum by June 30, 2021.



State of California—Health and Human
Services Agency
**California Department of
Public Health**



February 19, 2021

TO: All Californians

SUBJECT: Outdoor and Indoor Youth and Recreational Adult Sports

Note: The following guidance takes effect on February 26, 2021. See the current guidance in effect until then.

Summary

COVID-19 continues to pose a severe risk to communities and requires all people in California to follow recommended precautions. This guidance provides direction on outdoor and indoor youth and recreational adult sports activities to support a safe environment for these sports. The guidance applies to all **organized** youth sports and recreation— including school- and community-sponsored programs, and privately-organized clubs and leagues — and adult recreational sports (hereafter youth and adult sports). This guidance does not apply to collegiate or professional sports. Additionally, this guidance does not apply to community events, such as marathons, half-marathons, and endurance races.

Inter-team competitions (i.e., between two teams) resumed in California beginning January 25, 2021. **The guidelines outlined in this document shall take effect on February 26, 2021.**

The status of return-to-competition is subject to change at any time given the level of COVID-19 transmission in California.

Sports Risk Profiles

In general, the more people from outside their household with whom a person interacts, the closer the physical interaction is, the greater the physical exertion is, and the longer the interaction lasts, the higher the risk that a person with COVID-19 infection may spread it to others.

Youth and adult sports include varied activities that have different levels of risk for transmission of COVID-19. Outdoor activities present significantly lower risk of transmission relative to comparative indoor activities, based on current scientific evidence. Competition between different teams also increases mixing across groups and outside of communities, which also contributes to the potential for spread of COVID-19 disease.

Youth and adult sports are classified below by their level of contact and transmission risk. This classification applies to competition or training/practice with others. It does not apply to individual conditioning or exercise.

The Tables below are not exhaustive, but provide examples of sports with different levels of contact so that the level of risk can be assessed for other sports.

Low-Contact Sports

Individual or small group sports where contact within six feet of other participants can be avoided. Some of these sports have relatively low exertion rates that allow for consistent wearing of face coverings when within six feet of other people.

Moderate-Contact Sports

Team sports that can be played with only incidental or intermittent close contact between participants.

High-Contact Sports

Team sports with frequent or sustained close contact (and in many cases, face-to-face contact) between participants and high probability that respiratory particles will be transmitted between participants.

Factors Affecting the Risk of Transmission

- Risk increases when face coverings are not worn, and physical distancing is not maintained.
- Risk increases with increasing levels of contact between participants; closer contact (particularly face-to-face contact), and the frequency and total duration of close contact, increases the risk that respiratory particles will be transmitted between participants.
- Risk increases with greater exertion levels; greater exertion increases the rate of breathing and the quantity of air that is inhaled and exhaled with every breath.
- Risk increases with mixing of cohorts and groups, particularly when from different communities (during or outside of sports play); mixing with more people increases the risk that an infectious person will be present.

General Guidance for Youth and Adult Sports Participants, Coaches, and Support Staff

It should be noted that local health departments and school districts may have stricter rules and should be consulted to confirm what is allowed.

General Requirements for All Sports:

Irrespective of setting (outdoor or indoor) case rate or sport played, the following general guidance requirements must be adhered to at all times:

- Face coverings to be worn when not participating in the activity (e.g., on the sidelines).
- Face coverings to be worn by coaches, support staff and **observers** at all times, and in compliance with the CDPH Guidance for the Use of Face Coverings.
- Observers maintain at least 6 feet from non-household members.
- No sharing of drink bottles and other personal items and equipment.
- Mixing with other households prior to and post any practice or competition must strictly adhere to current gathering guidance.
- Limit indoor sports activities (practice, conditioning) to comply with capacity limits (which shall include all athletes, coaches, and observers) indicated in current CDPH Gym & Fitness Center Guidance Capacity.

- Associated indoor activities for the team (e.g., dinners, film study) are prohibited if engaged in competition given evidence that transmission is more likely to occur in these indoor higher risk settings.
- Teams must not participate in out-of-state games and tournaments; several multistate outbreaks have been reported around the nation, including California residents.

Limitations on Observers

- Limit observation of youth sports (age 18 years and under) to immediate household members, and for the strict purpose of age appropriate supervision. This includes observation of practice and competition. Limit number of observers to ensure physical distance can be maintained, reduce potential crowding, and maintain indoor and outdoor capacity limits.
- Consider Video streaming of games so that they can be watched "live" from home
- For adult sports, spectators are not permitted at this time.

Limitations for Inter-Team Competitions and Tournaments

- Inter-team competitions, meets, races, or similar events are permitted to occur only if (a) both teams are located in the same county and the sport is authorized in the Tables below; or (b) teams are located in immediately bordering counties and the sport is authorized in both counties in the Tables below.
 - The county-based authorizations outlined in the Table below apply to the locations/counties in which the teams, schools, clubs, leagues, and similar organizations are functionally based (e.g., where the players reside, where facilities are located, etc.).
 - Local Health Departments to be notified of any cross county competitions within their jurisdiction and reserve the right under their own discretion to deny the competition at any time in their jurisdiction. Teams participating in cross county competitions will follow the more stringent rules if the participating teams are coming from counties that may be at different case rate thresholds.
- Teams adhere to current CDPH Travel Advisory recommendations when determining travel for competition in neighboring counties.
- No tournaments or events that involve more than two teams to occur. Exceptions may be made, with authorization from the local health department where the event is being held and each of the local health departments where teams originate from, for sports where individual competitors from multiple teams are routine such as: track and field; cross-country; golf; skiing/snowboarding; tennis; swimming/diving/surfing; biking and equestrian events.
- Only one competition, per team, per day maximum to be played.

Permitted Youth and Recreational Adult Sports by Case Rate Threshold

- Physical conditioning, practice, skill-building, and training that can be conducted outdoors, with 6 feet of physical distancing, and within stable cohorts are authorized regardless of case rate or sport. Such activities may be conducted indoors consistent with restrictions by Tier in the Gym & Fitness Center Guidance Capacity.

Other General Guidance

Below are other general guidance that are strongly encouraged as part of any participation in sport. Depending on risk level (high or moderate) and county case rates, these general guidance may be **required** for play of outdoor sports in less restrictive tiers, as specified below.

Face Coverings

- Face coverings worn by participants during practice, conditioning and during competition, even during heavy exertion as tolerated. See the American Academy of Pediatrics Interim Guidance on Return to Sports [1] for specific exceptions where the face covering may become a hazard.

Physical Distancing

- Maintain at least six feet of distance between sport participants and others to the maximum extent possible, including when on the sidelines.

- Maintain at least 6 feet of distance between coaches and participants and facilitate physical distancing between participants to the maximum extent possible (e.g., staggered starts instead of mass starts for races).

Informed Consent

- Due to the nature and risk of transmission while participating in Outdoor High-Contact and Moderate-Contact sports, provide information regarding risk to all parents/guardians of minors participating in such sports, and have each parent sign an informed consent indicating their understanding and acknowledgement of the risks indicated herein.

Testing

- Unless required as noted below, regular and postseason antigen or PCR testing of sports participants and coaches weekly while participating in Outdoor High-Contact sports is strongly encouraged. If competing, testing performed with test results made available within 24 hours of play.

Hygiene and Equipment Sanitation

- When equipment is shared during an activity, participants perform hand hygiene (wash hands with soap and water or use an alcohol-based hand sanitizer) before play, during breaks, at half time, and after the conclusion of the activity.
 - Balls or other objects or equipment can be touched by multiple players during practice and play if the above hand hygiene practices are followed.

Limitations on Mixing by Participants

- Limit participation by athletes and coaches during practice and competition to one team, and refrain from participating with more than one team over the same season or time period. For larger teams, limit mixing by establishing stable smaller training groups for drills and conditioning.
- Review practice or game footage virtually, to the greatest extent possible. If not feasible, then it should be conducted outdoors, with all participants wearing face coverings and following appropriate physical distancing measures.

Indoor Venue Capacity Limitations

- Ventilation in indoor venues (gyms or other fitness centers) increased to the maximum extent possible.

Travel Considerations

- Bus/van travel for members of a team may pose a greater risk. To mitigate COVID-19 transmission risk during bus/van travel, employ universal masking, physical distancing and windows to remain open the full duration of the trip unless not feasible.
- Plan for proper communication of all travel rules, protocols and expectations to everyone in the travel party. When feasible, teams should aim to travel and play the same day to avoid overnight stays.
- Travel by private car limited to only those within the immediate household.

Returning to Sports After Infection

- No one with symptoms of COVID-19 or who is in isolation or quarantine for COVID-19 is permitted to attend practices or competitions.
- Anyone with symptoms of COVID-19 should consult their physician for testing and notify their coach, athletic trainer and/or school administrator of their symptoms and test results.
- Youths recovering from COVID-19 will have different paths to return to sports based on the severity of their illness. See the American Academy of Pediatrics Interim Guidance on Return to Sports [1] for additional guidance for more serious infections.

Vaccination of Eligible Households

- Sports participants, including coaches and support staff, are strongly encouraged to be vaccinated once eligible as vaccines will protect residents and reduce the likelihood of transmission from infected persons to others.

Table: Youth and Adult Recreational Sports* Permitted by Current Tier of County

Widespread Tier (Purple)	Substantial Tier (Red)	Moderate Tier (Orange)	Minimal Tier (Yellow)
1	2	3	4
Outdoor low-contact sports • Archery • Badminton (singles) • Biking • Bocce • Corn hole • Cross country • Dance (no contact) • Disc golf • Equestrian events (including rodeos) that involve only a single rider at a time • Fencing • Golf • Ice and roller skating (no contact) • Lawn bowling • Martial arts (no contact) • Physical training programs (e.g., yoga, Zumba, Tai chi) • Pickleball (singles) • Rowing/crew (with 1 person) • Running • Shuffleboard • Skeet shooting • Skiing and snowboarding • Snowshoeing • Swimming and diving • Tennis (singles) • Track and field • Walking and hiking	Outdoor moderate-contact sports • Badminton (doubles) • Baseball • Cheerleading • Dodgeball • Field hockey • Gymnastics • Kickball • Lacrosse (girls/women) • Pickleball (doubles) • Softball • Tennis (doubles) • Volleyball	Outdoor high-contact sports • Basketball • Football • Ice hockey • Lacrosse (boys/men) • Rugby • Rowing/crew (with 2 or more people) • Soccer • Water polo Indoor low-contact sports • Badminton (singles) • Curling • Dance (no contact) • Gymnastics • Ice skating (individual) • Physical training • Pickleball (singles) • Swimming and diving • Tennis (singles) • Track and field • Bowling	Indoor moderate-contact sports • Badminton (doubles) • Cheerleading • Dance (intermittent contact) • Dodgeball • Kickball • Pickleball (doubles) • Racquetball • Squash • Tennis (doubles) • Volleyball Indoor high-contact sports • Basketball • Boxing • Ice hockey • Ice skating (pairs) • Martial arts • Roller derby • Soccer • Water polo • Wrestling

***Play in Less Restrictive Tiers: Outdoor High-Contact Sports**

Outdoor high-contact sports (orange tier) can be played in the purple or red tier with an adjusted case rate equal to or less than 14 per 100,000 under the following conditions:

Implement and strictly adhere to the following additional general guidance:

- Informed Consent
- Testing – antigen or PCR (regular and postseason antigen or PCR testing of sports participants and coaches weekly. If competing, testing performed with test results made available within 24 hours of play)

Note: The testing requirement above shall only apply in the following situations:

- For football, rugby and water polo as these are high contact sports that are likely to be played unmasked, with close, face to face contact exceeding 15 minutes.
- When adjusted case rates for the county are between 14-7 per 100,000.
- For sport participants 13 years of age or above as evidence shows that younger children do not seem to be major sources of transmission—either to each other or to adults.
- *If more than 50% of a team's participants are less than the age of 13 (and are not required to test per the above), then the entire team is exempted from the testing requirement. Coaches, however, will still be required to meet the testing requirement.

Additional general guidance that should be implemented to the greatest extent possible and are strongly encouraged

- Face Coverings (during play)
- Physical Distancing (during play)
- Testing – antigen or PCR
- Hygiene and Sanitation
- Limitations on mixing by participants
- Travel Considerations

***Play in Less Restrictive Tiers: Outdoor Moderate-Contact Sports**

Outdoor moderate-contact sports (red tier) can be played in the purple tier with an adjusted case rate equal to or less than 14 per 100,000 under the following conditions:

Implement and strictly adhere to the following additional general guidance:

- Informed Consent

Additional general guidance that should be implemented to the greatest extent possible and are strongly encouraged

- Face Coverings (during play)
- Physical Distancing (during play)
- Hygiene and Sanitation
- Limitations on mixing by participants
- Travel Considerations

If competition for high- and moderate-contact sports is permitted to resume in a county pursuant to this updated guidance, competition is not required to cease if the county's adjusted case rate exceeds the 14 per 100,000 threshold.

[1] American Academy of Pediatrics COVID-19 Interim Guidance: Return to Sports web page (services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-interim-guidance-return-to-sports)

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)



UTILITIES

PAST DUE BALANCES

	AS OF 3/31/2020	AS OF 9/30/2020	AS OF 10/31/2020	AS OF 11/30/2020	AS OF 12/31/2020	AS OF 1/31/2021	AS OF 2/28/2021	AS OF 3/31/2021	Mar20-Mar21 Difference
WATER	155,942.34	382,718.13	407,327.49	483,838.94	544,933.85	519,525.76	571,535.75	527,676.30	371,733.96
SEWER	171,184.62	235,537.22	249,996.47	300,989.38	335,512.66	337,317.38	349,334.01	294,514.93	123,330.31
REFUSE	155,171.83	211,239.90	222,060.80	266,446.29	300,282.67	303,605.18	316,766.74	268,797.72	113,625.89
	<u>482,298.79</u>	<u>829,495.25</u>	<u>879,384.76</u>	<u>1,051,274.61</u>	<u>1,180,729.18</u>	<u>1,160,448.32</u>	<u>1,237,636.50</u>	<u>1,090,988.95</u>	<u>608,690.16</u>

	AS OF 9/30/2020	AS OF 10/31/2020	AS OF 11/30/2020	AS OF 12/31/2020	AS OF 1/31/2021	AS OF 2/28/2021	AS OF 3/31/2021
<u>ESTIMATED PENALTIES</u>							
WATER	76,636.54	88,228.46	108,867.87	130,154.64	133,344.47	150,734.22	143,479.31
SEWER	52,277.64	58,084.50	72,859.41	86,319.62	89,123.66	91,956.88	75,986.90
REFUSE	48,702.32	53,684.83	67,003.48	79,775.81	82,218.54	84,749.70	268,797.72
	<u>177,616.50</u>	<u>199,997.78</u>	<u>248,730.76</u>	<u>296,250.07</u>	<u>304,686.67</u>	<u>327,440.80</u>	<u>488,263.93</u>
TOTALS	<u>1,007,111.75</u>	<u>1,079,382.54</u>	<u>1,300,005.37</u>	<u>1,476,979.25</u>	<u>1,465,134.99</u>	<u>1,565,077.30</u>	<u>1,579,252.88</u>

Blueprint for a Safer Economy

Activity and Business Tiers

April 12, 2021

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Critical Infrastructure	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Gatherings * - Social, informal gatherings - No defined guest list required - No testing or vaccination required	Current: Outdoor gatherings only with modifications • Max 3 households Effective April 15, 2021 Outdoor only • Max 3 households	Current: Indoor gatherings strongly discouraged, allowed with modifications • Max 3 households Effective April 15, 2021 Outdoor • Max 25 people Indoor • Indoor gatherings strongly discouraged, allowed with modifications (no food/drink except when following the standards in the guidance)	Current: Indoor gatherings strongly discouraged, allowed with modifications • Max 3 households Effective April 15, 2021 Outdoor • Max 50 people Indoor • Indoor gatherings strongly discouraged, allowed with modifications (no food/drink except when following the standards in the guidance)	Current: Indoor gatherings strongly discouraged, allowed with modifications • Max 3 households Effective April 15, 2021 Outdoor • Max 100 people Indoor • Indoor gatherings strongly discouraged, allowed with modifications (no food/drink except when following the standards in the guidance)

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
		Max 25% capacity in settings where capacity limits exist and up to 3 households or 10 people	Max 25% capacity in settings where capacity limits exists or 25 people or whichever is fewer	Max 50% capacity in settings where capacity limits exist or 50 people or whichever is fewer
Private Events ** (meetings/receptions/ conferences) <u>Required</u> mitigation measures: - Purchased tickets or defined guest list - Seating chart/Assigned seating - Testing and vaccination can increase capacity - No intermingling of multiple private events	Effective April 15, 2021 Outdoor only - Maximum 25 people - If all guests are tested or show proof of full vaccination: Max 100	Effective April 15, 2021 Outdoor - Maximum of 50 people - If all guests are tested or show proof of full vaccination: Max 200 Indoor - If all guests are tested or show proof of full vaccination: Max 100 people	Effective April 15, 2021 Outdoor - Maximum of 100 people - If all guests are tested or show proof of full vaccination: Max 300 Indoor - If all guests are tested or show proof of full vaccination: Max 150 people	Effective April 15, 2021 Outdoor - Maximum of 200 people - If all guests are tested or show proof of full vaccination: Max 400 Indoor - If all guests are tested or show proof of full vaccination: Max 200 people

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Indoor Seated Live Events and Performances **	Closed	Effective April 15, 2021: All venues: - In-state visitors only, check for current CDPH Travel Advisory in effect - Weekly worker testing program - All tickets delivered digital, advanced purchase only - Pre-designated eating area (no eating/drinking allowed in seats) – 6 feet of distance. - Suites 25% capacity, max three households. Venues: 0-1,500 - Maximum 10% or 100 people 25% if all guests are tested or show proof of full vaccination	Effective April 15, 2021 All venues: - In-state visitors only, check for current CDPH Travel Advisory in effect - Weekly worker testing program - All tickets delivered digital, advanced purchase only - Pre-designated eating area (no eating/drinking allowed in seats) – 6 feet of distance. - Suites 25% capacity, max three households. Venues: 0-1,500 - Maximum 15% or 200 people 35% if all guests are tested or show proof of full vaccination	Effective April 15, 2021 All venues: - In-state visitors only, check for current CDPH Travel Advisory in effect - Weekly worker testing program - All tickets delivered digital, advanced purchase only - Pre-designated eating area (no eating/drinking allowed in seats) – 6 feet of distance. - Suites 25% capacity, max three households. Venues: 0-1,500 - Maximum 25% or 300 people 50% if all guests are tested or show proof of full vaccination

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
		Venues: 1,501 and above 20% if all guests are tested or show proof of full vaccination	Venues: 1,501 and above 10% capacity or 2000, whatever is fewer; with modifications, and no eating/drinking 35% if all guests are tested or show proof of full vaccination	Venues: 1,501 and above 10% capacity or 2000, whatever is fewer; with modifications, and no eating/drinking 50% if all guests are tested or show proof of full vaccination
Limited Services	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Outdoor Playgrounds & Outdoor Recreational Facilities	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Hair Salons & Barbershops	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
All Retail (including critical infrastructure, except standalone grocers)	Open indoors with modifications Max 25% capacity	Open indoors with modifications Max 50% capacity	Open indoors with modifications	Open indoors with modifications

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Shopping Centers (Malls, Destination Centers, Swap Meets)	Open indoors with modifications • Max 25% capacity • Closed common areas • Closed food courts	Open indoors with modifications • Max 50% capacity • Closed common areas • Reduced capacity food courts (see restaurants)	Open indoors with modifications • Closed common areas • Reduced capacity food courts (see restaurants)	Open indoors with modifications • Reduced capacity food courts (see restaurants)
Personal Care Services	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
Museums, Zoos, and Aquariums	Outdoor only with modifications	Open indoors with modifications • Indoor activities max 25% capacity	Open indoors with modifications • Indoor activities max 50% capacity	Open indoors with modifications
Places of Worship^	• Outdoor encouraged • Indoor strongly discouraged, allowed with modifications • Max 25% capacity	Open indoors with modifications • Max 25% capacity	Open indoors with modifications • Max 50% capacity	Open indoors with modifications • Max 50% capacity
Movie Theaters	Outdoor only with modifications	Open indoors with modifications • Max 25% capacity or 100 people, whichever is fewer	Open indoors with modifications • Max 50% capacity or 200 people, whichever is fewer	Open indoors with modifications • Max 50% capacity

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Hotels and Lodging	Open with modifications	Open with modifications +Fitness centers (+10%)	Open with modifications +Fitness centers (+25%) +Indoor pools	Open with modifications +Fitness Centers (50%) +Spa facilities etc.
Gyms and Fitness Centers	Outdoor only with modifications	Open indoors with modifications - Max 10% capacity +Climbing walls	Open indoors with modifications - Max 25% capacity +Indoor pools	Open indoors with modifications - Max 50% capacity +Saunas +Steam rooms
Restaurants	Outdoor only with modifications	Open indoors with modifications Max 25% capacity or 100 people, whichever is fewer	Open indoors with modifications Max 50% capacity or 200 people, whichever is fewer	Open indoors with modifications Max 50% capacity
Wineries, Breweries and Distilleries	Outdoor only with modifications - Reservations 90-minute time limit - Seating/tables only - Limited hours (service for on-site consumption closed by 8 pm)	Outdoor only with modifications - Reservations 90-minute time limit - Seating/tables only - Limited hours (service for on-site consumption closed by 8 pm)	Open indoors with modifications Max 25% capacity indoors, or 100 people, whichever is fewer	Open indoors with modifications Max 50% capacity or 200 people indoors, whichever is fewer

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Bars (where no meal provided; follow restaurant guidance where meal is provided)	Closed	Closed	Open outdoors with modifications	Open indoors with modifications Max 25% capacity indoors, or 100 people, whichever is fewer
Family Entertainment Centers ***	Outdoor only with modifications	Outdoor only with modifications	Indoor - Max 25% capacity 50% if all guests are tested or show proof of full vaccination With modifications 100% masking except for food and beverage service - Food/beverage consumption must be restricted to designated areas separated from activity area - Service of alcohol without meals must follow bar guidance (outdoor only)	Indoor - Max 50% capacity 75% if all guests are tested or show proof of full vaccination With modifications 100% masking except for food and beverage service - Food/beverage consumption must be restricted to designated areas separated from activity area

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Cardrooms, Satellite Wagering	Outdoor only with modifications	Outdoor only with modifications	Open indoors with modifications • Max 25% capacity	Open indoors with modifications • Max 50% capacity
Offices	Remote	Remote	Open indoors with modifications • Encourage telework	Open indoors with modifications • Encourage telework
Outdoor Live Events with Assigned Seats and Controlled Mixing (e.g., sports and live performances)	• 100 people or fewer • Regional visitors (120 miles) • Advanced reservations only • No concessions or concourse sales	• Max 20%, includes suites with 25% occupancy per suite and suites no more than 3 households • Weekly worker testing program • In-state visitors only, check for current CDPH Travel Advisory in effect • Advanced reservations only • Primarily in-seat concessions (no concourse sales)	• Max 33%, includes suites with 25% occupancy per suite • Weekly worker testing program • In-state visitors only, check for current CDPH Travel Advisory in effect • Primarily in-seat concessions (no concourse sales) • Max 67% if all guests are tested or show proof of full vaccination	• Max 67%, includes suites with 25% occupancy per suite • In-state visitors only, check for current CDPH Travel Advisory in effect • Primarily in-seat concessions (no concourse sales)

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Amusement Parks/ Fairs ****	Closed	• Max 15% • Small Groups - Max 10 people or 3 household groups with no intergroup mixing • Indoor capacity max 15% with time restrictions • No indoor dining • Weekly worker testing program • In-state visitors only, check for current CDPH Travel Advisory in effect • Online ticket purchases only	• Max 25% • Indoor capacity max 25% with time restrictions • Weekly worker testing program • With other modifications • In-state visitors only, check for current CDPH Travel Advisory in effect	• Max 35% • Indoor capacity max 25% with time restrictions • Weekly worker testing program • With other modifications • In-state visitors only, check for current CDPH Travel Advisory in effect
Overnight Sleepaway Camps *****	Closed	Effective June 1, 2021: Open with modifications	Effective June 1, 2021: Open with modifications	Effective June 1, 2021: Open with modifications

Updated on April 12, 2021:

^Location and capacity limits on places of worship are not mandatory but are strongly recommended

*For Gatherings, limits will not be enforced to the extent that they have been enjoined by a court

Updated on April 2, 2021:

*Updated Gatherings effective April 15, 2021

**Added private events and indoor seated live events and performances effective April 15, 2021

***Updated Family Entertainment Centers

****Added Fairs to Amusement Parks

Updated on March 11, 2021:

*****Regardless of trigger being met, these activities (overnight sleepaway camps) cannot begin any sooner than June 1, 2021.