



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MAY 18, 2021, 5:00 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, May 18, 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 May 18th, 2021

Please use the following link below to join the webinar:

<https://zoom.us/j/91493785773?pwd=ZkZRUmppdkFMK1ZPVDUrZnBibTdtUT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **914 9378 5773** Passcode: **522944**

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: 256 E. Orange Avenue, Porterville, CA and APN 261-150-057. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 645 N. Prospect Street, Porterville, CA. Agency Negotiator: John

Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 38 E. Cleveland Avenue, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Pacheco Mary (TR) (P Bypass TR). Under Negotiation: Terms and Price.

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

5 - Government Code Section 54956.95 - Liability Claim: Sherri Shields. Agency claimed against: City of Porterville.

6 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Ruben Raya v. City of Porterville et al., Tulare County Superior Court Case No. 283063.

7 - 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.

8 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two cases.

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

Pledge of Allegiance Led by Council Member Carrillo
Invocation

PRESENTATIONS

Police Officer and Firefighter of the Year
Tulare County Stonewall Democrats

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 (LINC) Committee - May 5, 2021

2. Eastern Tule Groundwater Sustainability Agency - May 6, 2021
3. Tulare County Water Commission - May 10, 2021
4. Military Banner Program Committee - May 11, 2021
5. Porterville Welcome Center Ribbon Cutting - May 12, 2021
6. City Council Cannabis Ad Hoc Committee - May 13, 2021
7. Tulare County Association of Governments (TCAG) Regional Transportation Public Participation Plan - May 13, 2021
8. Library Facility Planning Committee - May 13, 2021
9. TCAG/Tulare County Transportation Authority - May 17, 2021
10. Tulare County Regional Transit Authority - May 17, 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 - May 6, 2021
 2. Library & Literacy Commission - May 11, 2021
 3. Arts Commission - April 27, 2021
 4. Animal Control Commission - May 10, 2021
 5. Youth Commission - May 15, 2021
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 - Water Conservation Phase IV Status Update
 - Residential Care Facility Overconcentration Request 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. **City Council Minutes of May 4, 2021**
Re: Considering approval of the City Council draft Minutes of May 4, 2021.
2. **Authorization to Repair OHV Park Tractor**
Re: Authorization of repairs to the OHV Park tractor by Farmers Tractor & Equipment Company for \$8,158.92.
3. **Authorization to Repair Veterans Park Pavilion #1**

Re: Consideration to adopt the draft Resolution authorizing the appropriation of \$8,200 from the General Fund Facility Deferred Maintenance / Equipment Replacement Designated Fund for the repair of Veterans Park Pavilion #1.

4. Authorization for Police Vehicle Repairs

Re: Consideration to authorize the repair of a Police Vehicle by Porterville Chrysler Dodge Jeep Ram for an estimated total cost of \$12,293.07.

5. Authorization to Distribute a Request for Qualifications for On-Call Escrow and Title Services

Re: Considering granting authorization to distribute a Request for Qualifications for on-call Escrow and Title services.

6. Ballfields Agreement Between City of Porterville and Burton School District

Re: Consideration to approve the Ballfields Agreement between the City of Porterville and Burton School District.

7. Murry Park Pool Concession License Renewal

Re: Consideration to approve the renewal of the Murry Park Pool Concession License with Valley Paradigm Corporation.

8. Authorization of 2X Promotions OHV Park Race with Overnight Camping

Re: Consideration to authorize 2X Promotions OHV Park Race on June 12-13, 2021; and authorize the overnight camping for the weekend.

9. Consideration of Retail Recruitment Service Agreement

Re: Consideration to authorize staff to negotiate and sign a contract with Buxton for a retail recruitment and mobile visitor's insights solution.

10. Burton Ballfields Use Agreement Between City of Porterville, Burton School District and Porterville Little League

Re: Consideration to approve the Burton Ballfields Use Agreement between the City of Porterville, Burton School District and Porterville Little League.

11. Acceptance of Additional Donation and Restriction of Funds for Future Firefighter Memorial

Re: Considering acceptance of an additional 4,456.83 from the fundraising efforts of the Children of First Responders, in partnership with Stafford's Chocolates and Girl Scout Troop 7003, for the future use for a bench and mural in memory of fallen fire personnel Captain Figueroa and Firefighter Jones.

12. Approval of the Memorandum of Understanding Between the City of Porterville and the Tulare County Regional Transit Agency and Amendment 4 to the Transit Service Agreement

Re: Consideration to enter into an Agreement with the Tulare County Regional Transit Agency to maintain the Woodlake transit fleet and enter into an Agreement with Sierra Management to operate the Woodlake Transit service at an estimated cost of \$143,458.

13. Consider Approval of an Agreement with the Porterville Unified School District for the Use of Vehicle Charging and Bus Wash Facilities

Re: Consideration to enter into an Agreement with the Porterville Unified School District to allow access to the City's electric charging station and bus wash facilities.

14. **Fire Department Reorganization and SART Staffing Recommendations**
Re: Consideration to approve the proposed reorganization of the Fire Department.
15. **Amendment to Employee Pay and Benefit Plan - Management & Confidential Series**
Re: Considering approval of a draft Resolution authorizing amendments to the Employees' Pay and Benefit Plan and other documents as may be necessary to implement the negotiated changes in salary and benefits for Management and Confidential Series employees.
16. **Amendment to Employee Pay & Benefit Plan - Porterville City Employees Association**
Re: Considering approval of a draft Resolution authorizing amendments to the Employees' Pay and Benefit Plan and other documents as may be necessary to implement the negotiated changes in salary and benefits for Porterville City Employees Association employees.
17. **Amendment to Employee Pay & Benefit Plan - Public Safety Support Unit**
Re: Considering adoption of a draft Resolution approving the negotiated changes to the Employee Pay and Benefit Plan pertaining to the Public Safety Support Unit employees, and directing staff to amend all other documentation as may be necessary to document and implement said negotiated changes.
18. **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

19. **City Internal Audit Committee**
Re: Consideration of draft Ordinance to increase City Council Member representation on the City's Internal Audit Committee; and appointing one additional Council Member to serve on said Committee upon the Ordinance becoming effective.

SCHEDULED MATTERS

20. **Renewal of Body Worn Camera Contract with Axon Enterprise, Inc.**
Re: Consideration to authorize the renewal of Body Worn Camera Contract with Axon Enterprise, Inc.
21. **Amendment of the City Code - Changes to the Special Speed Zones (2020 Speed Survey)**
Re: Considering adoption of Ordinance amending speed limit zones.
22. **Tulare County Abandoned Vehicle Abatement Program Sunset Extension**
Re: Considering a draft resolution confirming the City's support for a sunset extension from April 30, 2022 to April 30, 2032 of the Abandoned Vehicle Abatement program authorized in Tulare County.
23. **CARES Act Funding Credit to Local Transportation Fund Agreement with the County of Tulare**
Re: Consideration applying the unincorporated portion of the CARES Act funding to the Local Transportation Agreement with the County of Tulare for public transportation services to unincorporated residents within the Porterville Urbanized Area at a cost not to exceed \$1,875,818.

24. **Consider Resolutions of Support for Senate Bill 222 (Dodd), Water Rate Assistance Program; and Senate Bill 223 (Dodd), Discontinuation of Residential Water Service**
Re: Considering Resolutions of Support for SB 222 (Dodd) and SB 223 (Dodd).
25. **Addendum No. 5 to Employment Agreement Between the City of Porterville and John D. Lollis**
Re: Considering approval of Addendum No. 5 to Employment Agreement Between the City of Porterville and John D. Lollis.
26. **Consideration of Legal Services Agreement**
Re: Consideration of Agreement for legal services between the City of Porterville and McCormick, Kabot, Jenner & Lew and Julia M. Lew for a term of three years.
27. **Status and Review of Proclamation of Local Emergency: COVID-19**
Re: Considering approval of the continuation of the Proclamation of Local Emergency due to COVID-19.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of June 1, 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 – MAY 18, 2021

SUBJECT: 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 and will transition back to Phase III on June 1, 2021. 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 April 2021 show that a total of twenty-nine (29) Notices of Violation were issued for water wasting, and one Administrative Citation was issued.

Water production for April 2021 shows a 31% increase from the 5-year average. The production for the month of April 2021 was 321 million gallons, which when compared to the production for the month of April 2013 of 325 million gallons, equates to a 1.25% decrease. Residential consumption for April 2021 was 123.77 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. Drought Response Phase IV Flyer
2. Drought Response Phase III Flyer
3. Monthly Production Status April 2021
4. Monthly Production Status GPCD April 2021

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



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.**



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**

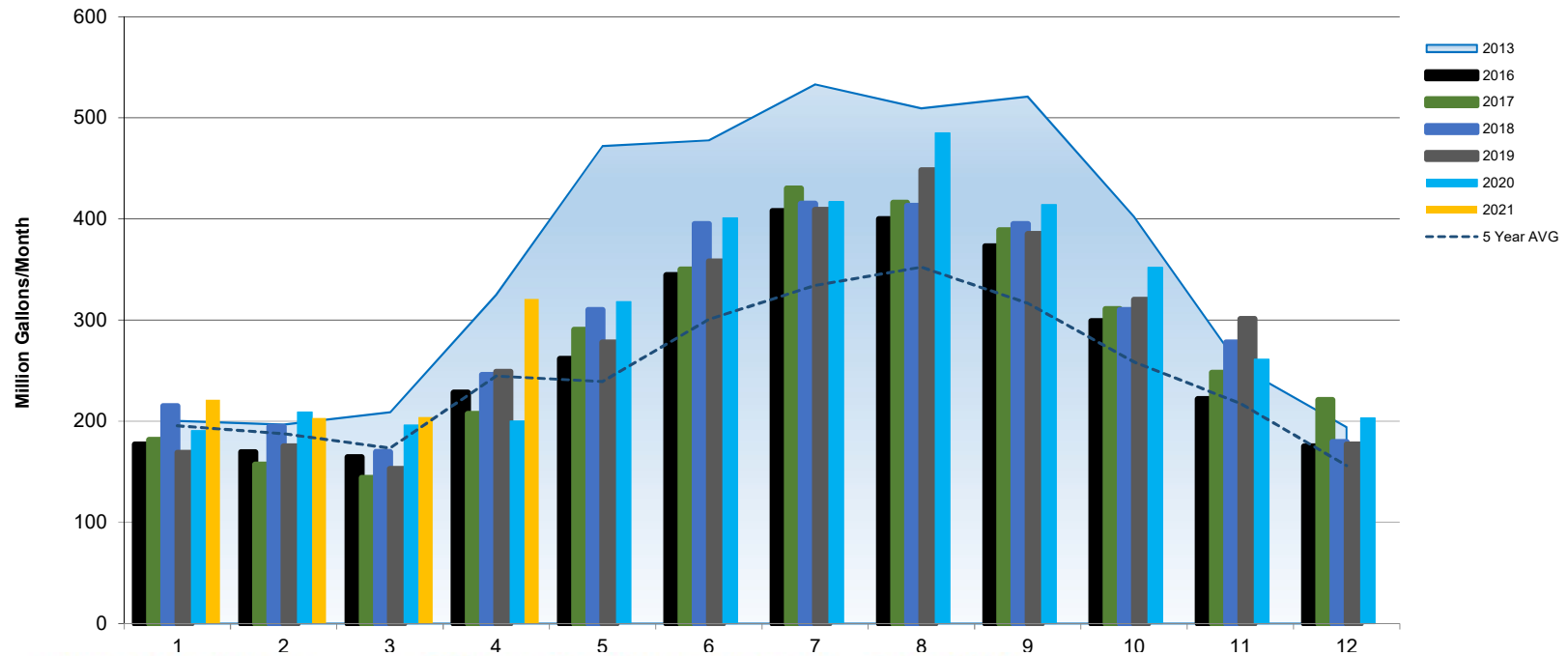
**Vehicles shall only be
washed on designated
watering days and with
hoses equipped with a
shut-off nozzle**

**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.**

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

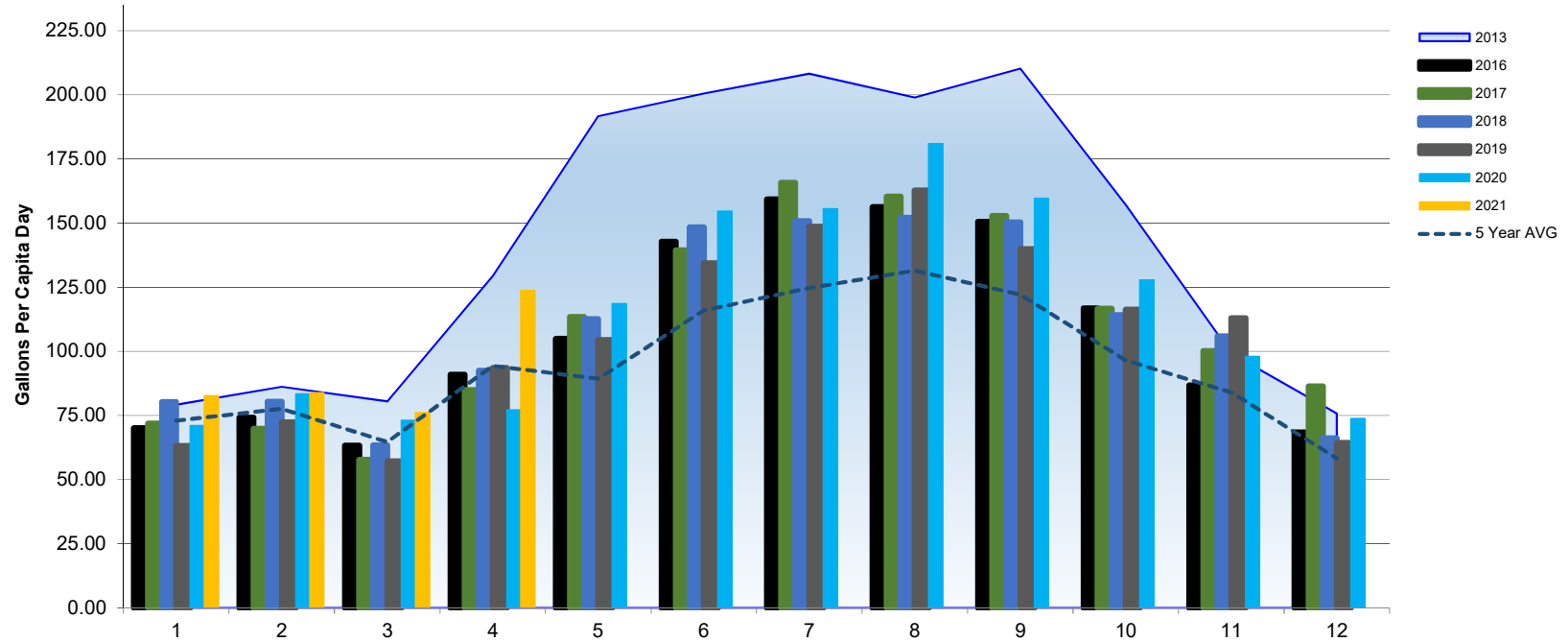


Production Cumulative Total 20.2%

	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%	-1%								

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 24.8%

	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%	-4.4%								

Percent Comparison to 2013 Production



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Residential Care Facility Overconcentration Request Update

SOURCE: Community Development

COMMENT: At its meeting on November 17, 2020, the City Council approved a request from the Community Care Licensing Division of the California Department of Social Services (DSS) to allow for an overconcentration of adult residential facilities within a neighborhood with the establishment of an additional adult residential facility. DSS typically requires that adult residential facilities be spaced at least three hundred (300) feet from one another to avoid overconcentration within a neighborhood. DSS requested an approval for the overconcentration based on local needs and conditions.

In addition to approving the request for overconcentration, the Council requested that staff bring back an item in six months to report on the number of overconcentration requests that the City has received subsequent to the approval on November 17, 2020. The City has not received any additional requests for overconcentration of adult residential facilities within the past six months.

RECOMMENDATION: That the City Council receive the report of overconcentration requests for adult residential facilities.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: City Council Minutes of May 4, 2021

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of May 4, 2021, for the City Council's consideration.

RECOMMENDATION: That the City Council approve the draft Minutes of May 4, 2021.

ATTACHMENTS: 1. May 4, 2021 Draft Minutes

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
MAY 4, 2021, 5:30 PM**

Call to Order at 5: 30p.m.

Roll Call: Council Member Kellie Carrillo, Council Member Daniel Peñaloza,
Council Member Milt Stowe, Vice Mayor Martha A. Flores, Mayor Adrian Monte Reyes

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

No reportable action.

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with real property negotiators/property: 256 E. Orange Avenue, Porterville, CA and APN 261-150-057.

Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with real property negotiators/property: 645 N. Prospect Street, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.

3 - Government Code Section 54956.8 – Conference with real property negotiators/property: 38 E. Cleveland Avenue, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Pacheco Mary (TR) (P bypass TR). Under Negotiation: Terms and Price.

4 - Government Code Section 54956.8 – Conference with real property negotiators/property: APNS: 253-160-059 and 261-130-002. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and State of California-Military. Under Negotiation: Terms and Price.

5 - Government Code Section 54956.8 – Conference with real property Negotiators/Property: 42 S. Plano Street, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Barn Theatre. Under Negotiation: Terms And Price.

6 - 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.

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

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

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

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

11 - 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.

12 - 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

City Attorney Julia Lew reported that no reportable action had taken place during Closed Session.

The Pledge of Allegiance was led by Council Member Milt Stowe
Invocation – a moment of silence was observed.

PRESENTATIONS

- Tulare County Economic Development Corporation - Nathan Ahle, President/CEO
- Chamber of Commerce Quarterly Report - Jessica Brackeen, CEO

ORAL COMMUNICATIONS

- Jose Olivera, Porterville, stated he is still trying to have his Cars and Coffees event but is having trouble getting in touch with the Property Owner.
- Sara Lee Gershon, Porterville – stated she would like to see if the city would be able to provide vouchers to business owners so they can take their trash or disposable items to the dump for free.

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness - April 21, 2021
Vice Mayor Flores reported on the approval of minutes; an update on project roomkey and an update on Covid-19 vaccination efforts within the homeless community provided by Noah Whitaker; a presentation from Katie Wilbur on RH Community Builders; and the next meeting scheduled on May 19, 2021.
2. Porterville Area Airport Development Corporation (PAADA) - April 22, 2021
Mayor Reyes spoke of those in attendance of the meeting and discussion that took place between city staff and those on the tribes subcommittee.
3. Governor's Office of External Affairs - April 26, 2021

Mayor Reyes reported on a conference call with members of the Governors Office of External Affairs; stated that the city stressed the importance of communication in regard to vaccinations within the County.

4. City Council Covid-19 Ad Hoc Committee - April 27, 2021

Council Member Carrillo reported on the Tulare County Vaccine Walk-Up Event on May 10 -12, 2021 from noon to 7p.m. at the Fairgrounds; a temporary use permit on May 8-10, 2021 to allow for a Mother's Day Outdoor Retail Sales; the Porterville Welcome Center Ribbon Cutting and Media event on May 12, 2021, hosted by Turning Point; spoke of Parks and Leisure Services Items such as the Military Banner Program on May 28, 2021, bounce house reservations to be held off till June 15, Porterville Little League and Porterville Girls Fast Pitch to return, City Pool requested to be open at 50% capacity starting May 28, 2021, and the youth center and Summer Day Camp to be allowed to open under the childcare guidelines.

Mayor Reyes stated that there is an additional vendor who wanted to set up around town to sell items for Mother's Day, utilizing all the guidelines set forth to be able to do.

5. Tulare County Association Of Governments (TCAG) - Sustainable Corridor Committee - April 29, 2021

Vice Mayor Flores stated the meeting was a field trip and was focused on to review the potential highway corridors screening improvement as part of TCAG The Sustainable Corridors Program. Locations of the field trip included Plano and 190 near Porterville College, Prospect and Crystal by Family Health Care Network, and Highway 65 by the Friant Kern Canal.

6. Library Facility Planning Committee - April 29, 2021

Council Member Carrillo reported on the library services and facilities needs assessment work plan overview and consultant Penny Hummel provided an overview of the work plan and community engagement with a timeline of the work plan was from April 29 through August 2021.

7. Tulare County Economic Development Corp. (Tcedc) Economic Summit - April 30, 2021

Vice Mayor Flores reported on several highlights of the Summit meeting which touched base on the Covid-19 pandemic, retail store purchasing, vaccination numbers within the State of California, and the housing supply in California. Vice Mayor Flores stated the meeting was lengthy with a wealth of information.

REPORTS

Staff Informational Reports

Proclamation Acceptance And Issuance Report

Charitable Car Washes Quarterly Report - 2021 Calendar Year

OHV Park Quarterly Report FY 2020-21 (January - March 2021)

Golf Course Quarterly Report FY 2020-21 (January - March 2021)

Code Enforcement Quarterly Report FY 2020-2021 (January - March 2021)

City Council Member Board Appointments Attendance Quarterly Report FY 2020-2021
(January - March 2021)

Building Permit Activity Quarterly Report FY 2020-21 (January - March 2021)

Street Performance Measure Quarterly Report FY 2020-2021 (January - March 2021)

CONSENT CALENDAR

There were no items pulled from the Consent Calendar for discussion.

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Vice Mayor Martha A. Flores that the City Council approve Items Nos. 1-10.
The motion carried unanimously.

1. CITY COUNCIL MINUTES OF APRIL 6, 2021 AND APRIL 20, 2021.

Recommendation: That the City Council approve the draft Minutes of April 6, 2021 and April 20, 2021.

Documentation: M.O. 01-050421

Disposition: Approved.

2. PURCHASE AND INSTALLATION OF COMMUNICATIONS EQUIPMENT

Recommendation: That the City Council authorize the purchase of communications equipment for a Battalion Chief Command Vehicle in the amount of \$10,441.24.

Documentation: M.O. 02-050421

Disposition: Approved.

3. AUTHORIZATION TO PURCHASE OF POLICE DEPARTMENT
AMMUNITION

Recommendation: That the City Council:
1. Authorize the purchase of Police Department ammunition from Dooley Enterprises, Inc. in the amount of \$36,709.30 and;
2. Authorize payment to the vendor upon receipt of listed ammunition.

Documentation: M.O. 03-050421

Disposition: Approved.

4. AUTHORIZATION TO REPAIR CITY WELL NO. 33

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 \$21,332 for the cost of the replacement motor for City Well No. 33;
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.

Documentation: M.O. 04-050421

Disposition: Approved.

5. AUTHORIZATION FOR REPAIR OF LOADER

Recommendation: That City Council:

1. Authorize loader front axle replacement by Pape Machinery at a cost not to exceed \$10,501 (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

Documentation: M.O. 05-050421

Disposition: Approved.

6. REIMBURSEMENT FOR VILLA STREET IMPROVEMENTS – NUPCHI XO'OY DEVELOPMENT

Recommendation: That City Council:

1. Accept the transportation and utility improvements related to the Nupchi Xo'Oy development;
2. Approve total reimbursement to Self-Help Enterprises up to \$518,402.81; and
3. Authorize the Finance Director to disburse \$408,294.69 to Self-Help Enterprises for work completed.

Documentation: M.O. 06-050421

Disposition: Approved.

7. APPROVAL OF AMENDMENT AND NOVATION AGREEMENT WITH MUNICIPAL RESOURCE CONSULTANTS AND MUNISERVICES, LLC

Recommendation: That the City Council:

1. Approve the amendment and novation agreement with Municipal Resource Consultants and MuniServices, LLC; and
2. Approve the draft Resolution designating MuniServices, LLC to examine the sales or transactions and use tax records of the CDTFA pertaining to those taxes collected for the City by CDTFA.

Documentation: Resolution No. 10-2021

Disposition: Approved.

8. QUARTERLY INVESTMENT PORTFOLIO SUMMARY REPORT

Recommendation: That the City Council accept the quarterly investment portfolio summary report.

Documentation: M.O. 07-050421

Disposition: Approved.

9. FINANCIAL STATUS REPORTS

Recommendation: That the City Council accept the financial status reports as presented.

Documentation: M.O. 08-050421

Disposition: Approved.

10. STATUS AND REVIEW OF LOCAL EMERGENCY: DROUGHT

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.

Documentation: M.O. 09-050421

Disposition: Approved.

SECOND READINGS

11. SECOND READING - ORDINANCE NO. 1882 - AMENDING AND RESTATING ARTICLE II OF CHAPTER 12 OF THE PORTERVILLE MUNICIPAL CODE RELATED TO FIREWORKS

Recommendation: That the City Council give Second Reading to Ordinance No. 1882, waive further reading, and adopt said Ordinance.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Council Member Daniel Peñaloza, SECONDED by Council Member Milt Stowe that the City Council give Second Reading to Ordinance No. 1882, waive further reading and adopt said Ordinance.

AYES: Carrillo, Penaloza, Stowe, Flores

NOES: None

ABSTAIN: Reyes

ABSENT: None.

Documentation: Ordinance No. 1882

Disposition: Approved.

12. SECOND READING - ORDINANCE NO. 1883 - AMENDING CHAPTER 1 SECTIONS 1-9 AND 1-10, AND AMENDING CHAPTER 2 ARTICLE XIV, OF THE PORTERVILLE MUNICIPAL CODE

Recommendation: That the City Council give Second Reading to Ordinance No. 1883, waive further reading, and adopt said Ordinance.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Council Member Daniel Peñaloza, SECONDED by Council Member Milt Stowe that the City Council give Second Reading to Ordinance No. 1883, waive further reading and adopt said Ordinance. The motion carried unanimously.

Documentation: Ordinance No. 1883

Disposition: Approved.

SCHEDULED MATTERS

13. COMMUNITY CIVIC EVENT - 2ND DOSE COVID VACCINATION CLINIC - TULARE COUNTY DEPARTMENT OF PUBLIC HEALTH - MAY 10 - 12, 2021

Recommendation: That the City Council consider approval of the Community Civic Event Application and Agreement from Tulare County Department of Public Health, subject to the Restrictions and Requirements contained in the Application and Agreement and Exhibit A.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Vice Mayor Martha A. Flores that the City Council approve the Community Civic Event Application for an event to take place at the Porterville Fairgrounds, beginning on May 10-12, 2021, from 12:00 p.m. to 7:00 p.m. The motion carried unanimously.

Documentation: M.O. 10-050421

Disposition: Approved.

14. COMMUNITY CIVIC EVENT - CARS UNDER THE STARS DRIVE-IN MOVIE NIGHT - PORTERVILLE CHAMBER OF COMMERCE - MAY 22, 2021, JUNE 26, 2021, JULY 24, 2021 AND AUGUST 28, 2021

Recommendation: That the City Council consider the Community Civic Event Application and Agreement from Porterville Chamber of Commerce, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A, Exhibit B, and Exhibit C of the Community Civic Event Application.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Council Member Kellie Carrillo that the City Council approve the Community Civic Event Application and Agreement for an event to take place at the Porterville Sports Complex on the fourth Saturday of each month, beginning in May and ending in August, 2021, from 4:00 pm. to 11:00 p.m. The motion carried unanimously.

Documentation: M.O. 11-050421

Disposition: Approved.

15. CONSIDER A LETTER OF SUPPORT FOR ASSEMBLY BILL 1180

(MATHIS); LOCAL GOVERNMENTS: SURPLUS LAND: TRIBES
Recommendation: That the City Council consider the draft Letter of Support for Assembly Bill 1180 (Mathis).

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Mayor Adrian Monte Reyes, SECONDED by Council Member Milt Stowe that the City Council approve a Letter of Support (pending clarification) for Assembly Bill 1180(Mathis) Local Governments: Surplus Land; Tribes. The motion carried unanimously.

Documentation: M.O. 12-050421

Disposition: Approved.

16. STATUS AND REVIEW OF PROCLAMATION OF LOCAL EMERGENCY: COVID-19

Recommendation: That the City Council:
1. Receive the report of status and review of the Proclamation of Local Emergency; and
2. Determine the need exists to continue said Declaration; and
3. Take action and/or provide direction as deemed necessary.

City Manager Lollis introduced the item and presented the staff report.

COUNCIL ACTION: MOVED by Vice Mayor Martha A. Flores, SECONDED by Council Member Daniel Peñaloza that the City Council approve the continuance of the Proclamation of Local Emergency. The motion carried unanimously.

Documentation: M.O. 13-050421

Disposition: Approved.

ORAL COMMUNICATIONS

- Fernando Gabriel-Moraga, Porterville - Thanked the council and staff for doing a good job and expressed his excitement for his upcoming wedding.

OTHER MATTERS

- Council Member Carrillo had no comment for the evening.
- Council Member Stowe stated that it was great to be back in person for the meeting; encouraged all parents to try and get their family tested; stated he saw Council Member Peñaloza interview on the news; and gave his condolences to the Hildreth family.
- Council Member Peñaloza stated he was happy to see Council Member Stowe attend the council meeting in person; gave a Happy Mother's Day to all the mothers in Porterville and with emphasis on his own mother as well.
- Vice Mayor Flores reported on her attendance to the Children's Memorial Flag Ceremony, along with the attendance of Council Member Peñaloza and gave information regarding abuse related to children within the City of Porterville and the efforts being made to help

those who are in need of help.

- Mayor Flores stated he recently was able to talk to business owners and is happy to be out talking about the things that the City has been doing for the community; and spoke of a recent interview on Hopper in the Morning.
- City Manager Lollis stated it is great to see City Council Member Stowe in person; gave a Happy Mother's Day Wish to all the mothers; gave best wishes to Fernando on his Wedding Week; shared an appreciation toward Terry Romero for assisting with the night's meeting and congratulated her on her upcoming graduation; and an upcoming ribbon cutting and media event with regards to the Navigation Center.

Council convened into Closed Session at 8:37 p.m.

CLOSED SESSION

No reportable action had taken place during Closed Session.

ADJOURNMENT

The Council adjourned at 10:00 p.m. to the meeting of May 18, 2021

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL

Adrian Monte Reyes, Mayor



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Authorization to Repair OHV Park Tractor

SOURCE: Parks and Leisure Services

COMMENT: The City's Off-Highway Vehicle (OHV) Park, located adjacent to the Sports Complex at 2701 W. Scranton Avenue, is open three days a week for the public to ride off-highway vehicles. Track preparation and maintenance is the key component to offering the public a safe and enjoyable riding experience. A dozer, tractor and water truck are the three most frequently used pieces of heavy equipment to perform track preparation and maintenance duties.

Currently, the Kubota tractor at the OHV Park is in need of repair as the power take-off shaft (PTO) is damaged. The PTO transfers an engine's mechanical power to another piece of equipment which does not have its own engine or motor. Local Farmers Tractor & Equipment Company is the nearest service center with Kubota certified technicians, and has provided a quote to repair the tractor for \$8,158.92. Farmers Tractor & Equipment Company has serviced the tractor before and tends to be the best option for heavy equipment repair when the City's Mechanics Shop can not perform the repair. Not having to transport the heavy piece of equipment to and from a different non-local dealer equates to cost-savings in addition to a faster turn around time.

The cost of the tractor repairs will be covered by the OHV Park operating budget in the General Fund.

RECOMMENDATION: That the City Council authorize the repair of the OHV Park tractor from Farmers Tractor & Equipment Company for \$8,158.92.

ATTACHMENTS: 1. Farmers Tractor & Equipment Company Quote

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



FARMERS TRACTOR & EQUIPMENT COMPANY

1132 S. Main Street
Porterville, CA 93257-5902
(559) 784-4967
(800) 533-4967

Invoice #	001-0
Date	5/6/2021
Time	14:14

PO #:	1
Document #:	001-206129
Due Date:	6/5/2021

Salesman:	GERALD CONTRERAS
Ship Via:	
Terms:	Net 30
Source:	

CITY OF PORTERVILLE		
FINANCE ACCTS PAYABLE		
291 N MAIN ST		
PORTERVILLE	CA	93257
Contact	, HECTOR (559) 359-0207	

Estimate

Reprint

Ship To:

Kubota M-091 transmission repairs. This is not a bid, repairs are time and material, does not cover unforeseen failures. Kubota M5-019 s/n 51801. Split unit, repair damaged OTO drive components as needed. Hauling.

Item Number Description	Qty	List	Bin Location				Sales Tax	Extended Amount	Back Order	
			Price	Amount	Disc	Subtotal			Drop Ship	
3C081-21415-620										0.0000
GEARCASE	1.00	\$404.13	\$404.130	\$404.13	0.00%	\$404.13	\$37.38	\$441.51		
05012-01018-620		K7								0.0000
PIN, STRAIGHT	1.00	\$0.88	\$0.880	\$0.88	0.00%	\$0.88	\$0.08	\$0.96		
08101-06308-620		J7								0.0000
BEARING, BALL (RADIAL)	1.00	\$27.73	\$27.730	\$27.73	0.00%	\$27.73	\$2.57	\$30.30		
08101-06208-620		J7								0.0000
BEARING, BALL RADIAL 40/80	1.00	\$19.73	\$19.730	\$19.73	0.00%	\$19.73	\$1.83	\$21.56		
3C081-80140-620										0.0000
SHAFT, PTO	1.00	\$331.72	\$331.720	\$331.72	0.00%	\$331.72	\$30.68	\$362.40		
08101-06308-620		J7								0.0000
BEARING, BALL (RADIAL)	1.00	\$27.73	\$27.730	\$27.73	0.00%	\$27.73	\$2.57	\$30.30		
04611-00900-620		K7								0.0000
CIR-CLIP, INTERNAL	1.00	\$9.98	\$9.980	\$9.98	0.00%	\$9.98	\$0.92	\$10.90		
3C081-80310-620										0.0000
GEAR, PTO	1.00	\$278.37	\$278.370	\$278.37	0.00%	\$278.37	\$25.75	\$304.12		
08101-06307-620		J7								0.0000
BEARING, BALL (RADIAL)	1.00	\$24.18	\$24.180	\$24.18	0.00%	\$24.18	\$2.24	\$26.42		
3C081-80150-620										0.0000
NUT	1.00	\$13.71	\$13.710	\$13.71	0.00%	\$13.71	\$1.27	\$14.98		
77700-01822-620		DISP 4								0.0000
KUBOTA BLISTER CARD 30Z TUBE, 1207F	3.00	\$27.51	\$27.510	\$82.53	0.00%	\$82.53	\$7.63	\$90.16		
3P300-55412-620		I6								0.0000
SWITCH, PTO	1.00	\$83.49	\$83.490	\$83.49	0.00%	\$83.49	\$7.72	\$91.21		
HHTAO-37710-620		G4								0.0000
CARTRIDGE, OIL FILTER (HYD) *	2.00	\$50.43	\$50.430	\$100.86	0.00%	\$100.86	\$9.33	\$110.19		
04816-50350-620		FILE CAB								0.0000
O-RING	1.00	\$1.97	\$1.970	\$1.97	0.00%	\$1.97	\$0.18	\$2.15		
04816-00260-620		FILE CAB								0.0000
O-RING	1.00	\$1.46	\$1.460	\$1.46	0.00%	\$1.46	\$0.14	\$1.60		
04817-00200-620		FILE CAB								0.0000
O-RING	1.00	\$0.88	\$0.880	\$0.88	0.00%	\$0.88	\$0.08	\$0.96		
08511-01210-620		J7								0.0000
BUSHING	1.00	\$2.87	\$2.870	\$2.87	0.00%	\$2.87	\$0.27	\$3.14		

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FARMERS TRACTOR & EQUIPMENT COMPANY

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Porterville, CA 93257-5902
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(800) 533-4967

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PORTERVILLE	CA	93257
Contact	, HECTOR (559) 359-0207	

Ship To:

Estimate

Reprint

Kubota M-091 transmission repairs. This is not a bid, repairs are time and material, does not cover unforeseen failures. Kubota M5-019 s/n 51801. Split unit, repair damaged OTO drive components as needed. Hauling.

Item Number Description	Qty	List	Bin Location				Sales Tax	Extended Amount	Back Order	
			Price	Amount	Disc	Subtotal			Drop Ship	
38430-21550-620									0.0000	
CIR-CLIP, EXTERNAL	2.00	\$7.27	\$7.270	\$14.54	0.00%	\$14.54	\$1.34	\$15.88		
08101-06007-620		J7							0.0000	
BEARING, BALL RADIAL	2.00	\$13.98	\$13.980	\$27.96	0.00%	\$27.96	\$2.59	\$30.55		
70180-51200-620									0.0000	
SHIM 0.3	1.00	\$12.79	\$12.790	\$12.79	0.00%	\$12.79	\$1.18	\$13.97		
70180-51190-620									0.0000	
SHIM 0.4	1.00	\$12.79	\$12.790	\$12.79	0.00%	\$12.79	\$1.18	\$13.97		
70180-51180-620									0.0000	
SHIM 0.5	1.00	\$12.79	\$12.790	\$12.79	0.00%	\$12.79	\$1.18	\$13.97		
3C151-27252-620									0.0000	
HOLDER(PTO, CLUTCH)	1.00	\$124.19	\$124.190	\$124.19	0.00%	\$124.19	\$11.49	\$135.68		
3C254-27360-620									0.0000	
PIPE, HYDRAULIC	2.00	\$23.07	\$23.070	\$46.14	0.00%	\$46.14	\$4.27	\$50.41		
04816-00070-620		FILE CAB							0.0000	
O RING	4.00	\$0.88	\$0.880	\$3.52	0.00%	\$3.52	\$0.33	\$3.85		
3C151-27003-620									0.0000	
ASSY CLUTCH, PTO ***	1.00	\$2,423.84	\$2,423.840	\$2,423.84	0.00%	\$2,423.84	\$224.21	\$2,648.05		
33740-27292-620		J2							0.0000	
CIR-CLIP, EXTERNAL	1.00	\$23.39	\$23.390	\$23.39	0.00%	\$23.39	\$2.16	\$25.55		
3G700-27372-620		I5							0.0000	
SEAL, RING (PTO)	3.00	\$21.64	\$21.640	\$64.92	0.00%	\$64.92	\$6.01	\$70.93		
33740-27292-620		J2							0.0000	
CIR-CLIP, EXTERNAL	1.00	\$23.39	\$23.390	\$23.39	0.00%	\$23.39	\$2.16	\$25.55		
08101-06007-620		J7							0.0000	
BEARING, BALL RADIAL	1.00	\$13.98	\$13.980	\$13.98	0.00%	\$13.98	\$1.29	\$15.27		
70000-40202-620		DISP 10							0.0000	
OIL, 2.5 GAL SUPER UDT2 (CASE OF 2)	6.00	\$53.25	\$53.250	\$319.50	0.00%	\$319.50	\$29.55	\$349.05		
HAZARDOUS WASTE									0.0000	
	1.00	\$0.00	\$10.000	\$10.00	0.00%	\$10.00	\$0.00	\$10.00		
MISCELLANEOUS (SHOP)									0.0000	
Repair labor	26.00	\$0.00	\$98.000	\$2,548.00	0.00%	\$2,548.00	\$235.69	\$2,783.69		
MISCELLANEOUS (SHOP)									0.0000	
	2.50	\$0.00	\$110.000	\$275.00	0.00%	\$275.00	\$25.44	\$300.44		

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Ship To:

Estimate

Reprint

Kubota M-091 transmission repairs. This is not a bid, repairs are time and material, does not cover unforeseen failures. Kubota M5-019 s/n 51801. Split unit, repair damaged OTO drive components as needed. Hauling.

Item Number Description	Qty	List	Bin Location				Sales Tax	Extended Amount	Back Order	
			Price	Amount	Disc	Subtotal			Drop Ship	
MISCELLANEOUS (PARTS)	1.00	\$0.00	\$100.000	\$100.00	0.00%	\$100.00	\$9.25	\$109.25		0.0000

TAXABLE SALES		\$689.96	\$7,458.96							
Cash	Check	Check #	CC	CC Type	On Acct.	Mfg Credit	CIT	Deposit	Other	
\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

PARTS & SUPPLIES - MACHINE WORK - WELDING - GENERAL REPAIRING - SERVING THE VALLEY SINCE 1936.

TERMS: ALL ACCOUNTS DUE AND PAYABLE 30 DAYS AFTER DATE OF PURCHASE. A FINANCE CHARGE OF 1 1/2% PER MONTH WHICH IS AN ANNUAL RATE OF 18% WILL BE CHARGED ON PAST DUE ACCOUNTS.

MERCHANDISE RETURNED FOR CREDIT MUST BE ACCOMPANIED BY THIS SALES TICKET. GOODS ON SPECIAL ORDER ARE NOT RETURNABLE.

CONDITIONAL SALES AGREEMENT: TITLE TO ALL ABOVE ENUMERATED PROPERTY SHALL REMAIN WHOLLY IN FARMERS TRACTOR & EQUIPMENT UNTIL FULLY PAID FOR AND VENDEE SHALL SURRENDER SAME ON DEMAND IF IN DEFAULT ON PAYMENTS. IT IS ALSO AGREED THAT, IF COLLECTION IS MADE BY SUIT OR OTHERWISE, I/WE AGREE TO PAY **FINANCE CHARGE OF 1 1/2% PER MONTH** WHICH IS AN **ANNUAL RATE OF 18%** AFTER 30 DAYS, ALSO COLLECTION COSTS, INCLUDING ATTORNEY'S FEES AS MAY BE ADJUDGED BY COURT, AND WAIVE ALL RIGHTS TO ANY CLAIMS, EXEMPTED UNDER STATE LAWS, AND WILL NOT REMOVE PROPERTY WITHOUT WRITTEN CONSENT OF FARMER'S TRACTOR & EQUIPMENT FROM ORIGINAL PLACE OF DELIVERY.

Summary of Charges	
\$7,458.96	Taxable
\$10.00	Non-Taxable
\$7,468.96	Subtotal
\$689.96	Sales Tax
\$8,158.92	Total
\$0.00	Amount Tendered
\$0.00	Change Due

Customer Signature	Date
--------------------	------

Exempt Tax Cert #:	
Expiration Date:	

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CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Authorization to Repair Veterans Park Pavilion #1

SOURCE: Parks and Leisure Services

COMMENT: The Veterans Park Pavilion #1 on Henderson Avenue is the most frequently used pavilion in the city. In a typical year, the pavilion is reserved each Saturday and Sunday when the weather is nice. The pavilion on many weekdays is also used on a first come, first served basis for a variety of functions.

On May 7, 2021, the pavilion was subject to significant vandalism causing the pavilion to be unusable. The pavilion's support beams and benches were made out of wood. City staff is proposing to have the pavilion repaired by replacing the wood with steel. Steel is far more durable than wood, more vandal-proof, and is consistent with a majority of the other pavilions throughout the city. The lowest quote for the needed repairs was received by West Olive Welding for \$8,200. Funding for this project is proposed to be paid from the General Fund Facility Deferred Maintenance / Equipment Replacement Designated Fund.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution authorizing the appropriation of \$8,200 from the General Fund Facility Deferred Maintenance / Equipment Replacement Designated Fund for the repair of Veterans Park Pavilion #1; and
2. Approve the repair of Veterans Park Pavilion #1 by West Olive Welding for \$8,200.

ATTACHMENTS:

1. Draft Resolution
2. Pavilion Repair Quotes

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE FACILITY
DEFERRED MAINTENANCE / EQUIPMENT REPLACEMENT DESIGNATED FUND
FOR THE REPAIR OF VETERANS PARK PAVILION #1

WHEREAS: The Veterans Park Pavilion #1 is the most frequently used park pavilion in the City;

WHEREAS: On May 7, 2021, Veterans Park Pavilion #1 suffered significant vandalism, thereby making it unsuitable for use;

WHEREAS: The repair of Veterans Park Pavilion #1 is necessary to ensure the continued use and enjoyment of the pavilion by the public;

WHEREAS: The City of Porterville Municipal Code Section 2-31.3, established the Facility Deferred Maintenance / Equipment Replacement Designated Fund for the exclusive purpose of providing funds to support one-time City facility deferred maintenance and / or equipment replacement costs.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the repair of the Veterans Park Pavilion #1 is within the intent and purpose of the Facility Deferred Maintenance / Equipment Replacement Designated Fund; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of \$8,200 from the Facility Deferred Maintenance / Equipment Replacement Designated Fund for the immediate repair of the Veterans Park Pavilion #1.

PASSED, APPROVED AND ADOPTED this 18th day of May, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

West Olive Welding

1440 W. Olive

Porterville Ca. 93257

5/13/21

Proposal for City of Porterville

Veterans Park pavilion 1 repairs

West Olive Welding will do the following repairs

Replace 4 wood columns with 4 x 4 x 3/16 metal tubing which will be welded to existing Simpson saddles. The columns will be anchored welded to a bolted plate at the floor.

Replace the wood bench supports with 2 x 4 x 3/16 rectangular tubing. The wood benches will be replaced with 2 x 6 x 3/16 rectangular tubing.

West Olive Welding will remove the wood.

The new metal will be primed red but not painted.

Material sales tax and labor total is 8200.00

Chiapa Welding, Inc.

276 E Grand Avenue Porterville CA 93257
559-781-2055 559-784-3400 or 661-324-5404
Fax 559-781-1150 Cell 559-280-5969
Contractor's License #523004 www.chiapawelding.com
E-mail: chiapawelding@hotmail.com
Since 1978

To : City of Porterville
Phone: 310-2480
E-mail: dmaddox@ci.porterville.ca.us

Date: 5/10/21
From: Chris Day

ESTIMATE FOR STEEL WORK TO BE DONE AT PAVILLION 1 VETERAN'S PARK PORTERVILLE, CA

Bid includes:

The installation of 4 steel columns, 4" x 4" x 1/4" square tubing to replace existing steel posts.

Steel columns will be welded to existing top saddles, columns will be base plated to existing concrete with concrete anchors.

The removal of all wood at concrete park tables (benches and cross support members).

The installation of all new steel cross members at bench areas, cross members 4" x 4" x 1/4" steel tube, bench seats 4" x 6" x .188 wall rectangular tubing. Cross members will have leg to ground on each side of member.

All ends to be capped.

Material to be primed and painted by others, not Chiapa Welding.

Not bid at prevailing wage rate.

Total estimate \$11,350.00

By signing this authorization you have read and checked the sketches and specifications of this proposal. You have also agreed to pay a deposit if required, and to pay the remaining balance upon completion of the project, or to pay how it is outlined in the proposal. In the event of legal action to enforce this agreement or to collect on the account, the prevailing party will be entitled to attorney's fees. The maximum interest allowed by law will be added to accounts not paid in 30 days. All material and parts used in project will remain property of Chiapa Welding Inc. until full payment for such project is received.

Name: _____

Signature: _____ Date: _____

All bids are good for thirty days from the above date

We accept Visa, Master Card, American Express & Discover

Perigo Company LLC

P.O. Box 331
Strathmore, CA. 93267

Quote

Date	Quote #
5/12/2021	5496

Bill To
City of Porterville 555 N. Prospect Street Porterville, Ca. 93257

Ship To
Veterans Park

Project	Rep	Terms	Ship Via	Date Req.
Veterans Park	MSP	1% 10 Net 30	PC	ASAP

Item	Description	Qty	U/M	Cost	Total
	Scope of Work: Replace wood posts on park awning structure. Replace wood benches and supports on park tables. Prime gray				
PWRT4618	4" x 6" x .188 Rec. Tube	192	ft	25.08	4,815.36T
PWSQT4425	4" x 4" x .250 Sq. STL Tube	120	ft	25.50	3,060.00T
PWAT075	3/4" Zinc Plated All Thread	20	ft	3.50	70.00T
PCNCT5075P	3/4" CT HEX Nut Zinc Plated - #5	32	ea	0.22236	7.12T
PWWF075	3/4" Flat Washer Zinc Plated	32	ea	0.28572	9.14T
PAINT	1 GAL Primer - Grey	1	ea	70.00	70.00T
PWFS0258	1/4" x 8" STL Flat Bar	8	ft	9.11	72.88T
PWFS0184	3/16" x 4" HR STL Flat	20	ft	2.98	59.60T
PWSSCA037275	3/8" x 2 3/4" S.S. Concrete Anchors	16	ea	2.72	43.52T
Labor 1	Repairs: Nontaxable Labor/Shop	20	hr	95.00	1,900.00
Labor 3	Repairs: Nontaxable Labor/Portable - One Welder w/ Helper	10	hr	132.00	1,320.00
	Sales Tax - Tulare County			7.75%	636.09
Thank you for the opportunity to gain your business!		Total \$12,063.71			



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Authorization for Police Vehicle Repairs

SOURCE: Police

COMMENT: On March 29, 2021, a 2019 Police Department Dodge Charger (#3384) was damaged when it bottomed out in a construction area while the officer was responding to an incident. Both the front cross member of the vehicle and the oil pan were damaged. The damage to the oil pan resulted in damage to the engine. Research was completed by Department staff and City mechanics, and it was determined that it was fiscally prudent to repair the vehicle. The damaged vehicle has low mileage and has several years remaining in its current replacement cycle. A replacement police vehicle would cost approximately \$50,000, while repairing the damage to the engine of the vehicle was estimated at \$12,293.07. The repairs to the vehicle would allow it to be returned to service for several more years.

Due to this vehicle still being under factory warranty, the repairs must be completed by an authorized dealership, which includes local Porterville Chrysler Dodge Jeep Ram. Based on the quote provided, the Department is requesting authorization to enter into an agreement with Porterville Chrysler Dodge Jeep Ram to repair the damage to the Police unit for an estimated cost of approximately \$12,293.07. Funds for these repairs are available in the current Police Department Equipment Replacement budget.

RECOMMENDATION: That the City Council:

- 1) Authorize repairs by Porterville Chrysler Dodge Jeep Ram to 2019 Dodge Charger (Unit #3387) for an estimated total cost of \$12,293.07; and,
- 2) Authorize a ten percent (10%) contingency cost for damage that is not yet known but may be present upon repair of the vehicle; and,
- 3) Authorize payment upon satisfactory completion of repairs.

ATTACHMENTS: 1. Porterville Chrysler Dodge Jeep Ram Quote

Appropriated/Funded:

Item No. 4.

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

PORTERVILLE CHRYSLER DODGE JEEP RAM
777 WEST OLIVE AVE.
PORTERVILLE CA 93257

559-784-9512

CITY OF PORTERVILLE

291 N MAIN ST
 PORTERVILLE CA 93257

Home: 5597827451

Mobile:

Work:

Email: risom@ci.porterville.ca.us

Apr 22, 2021 01:46 PM

YMMS: 2019 Dodge Charger Pursuit

Engine: 5.7L Eng

License:

VIN: 2C3CDXKT9KH733118

Odometer:

TYPE	DESCRIPTION	PART #	QTY	PRICE	HOURS	LINE TOTAL
Labor	LONG BLOCK - Remove & Replace [Consists of a Cylinder Block fitted with Pistons, Rings, Connecting Rods, Crankshaft and all Bearings, Cylinder Head(s), Camshaft(s), Timing Chain or Belt and Sprockets or Gears. Includes (where applicable): Clean and transfer Fuel and Electrical Assemblies, Engine Mounts, Manifolds, Valve Cover(s), Oil Pan, Oil Pump, Timing Cover(s), Water Pump, Clutch and Flywheel. Adjust (where applicable): Fuel mixture, idle speed, timing and Valves.] V8, Normally A	-	-	-	40.0	\$5,400.00
Labor	CRADLE/FRAME ASSEMBLY - Remove & Replace [DOES NOT include alignment.] 4WD Cradle Assembly	-	-	-	0.0	\$0.00
Parts	PUSH PIN	06506132AA	9.0	\$5.50	-	\$49.50
Parts	LONG BLOCK 5.7L Eng	68409343AA	1.0	\$4,270.00	-	\$4,270.00
Parts	ENGINE OIL FILTER	04892339AB	1.0	\$12.25	-	\$12.25
Parts	5W-20 OIL	68055890AA	7.0	\$3.70	-	\$25.90
Parts	ANTIFREEZE: COOLANT	68163848AB	1.0	\$24.20	-	\$24.20
Parts	FRONT SUSPENSION CROSS MEMBER	68212614AA	1.0	\$1,000.00	-	\$1,000.00
Parts	FRONT BAR	68206426AA	1.0	\$267.00	-	\$267.00
Parts	CUSHION: STABILIZER BAR	68219854AA	2.0	\$16.45	-	\$32.90
Parts	BRACKET STABILIZER BAR BUSHING	04895134AB	2.0	\$13.35	-	\$26.70
Parts	RADIATOR CROSS MEMBER	05065240AH	1.0	\$259.00	-	\$259.00
Parts	SHIELD FRONT	04806075AB	1.0	\$94.00	-	\$94.00
Parts	SCREW	06508332AA	4.0	\$5.75	-	\$23.00
Parts	FRONT SHIELD	68231862AA	1.0	\$225.00	-	\$225.00

	Labor:	\$5,400.00
	Parts:	\$6,309.45
	Shop Supplies:	\$0.00
	Hazardous Materials:	\$0.00
	Labor Taxes:	\$0.00
	Parts Taxes:	\$583.62
Customer Signature: _____	TOTAL:	\$12,293.07



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Authorization to Distribute a Request for Qualifications for On-Call Escrow and Title Services

SOURCE: Community Development

COMMENT: The Community Development Department oversees acquisition of right-of-way, easements, and properties on behalf of all City Departments. Escrow and title services are important elements of that activity, and these tasks are a specialty that are not within the current capacity of City staff; therefore, the City has need of a consultant or firm to provide escrow and title services when right-of-way or property acquisition is necessary to complete certain projects. Since 2015, the City has maintained a service agreement with First American for said services. Staff is requesting authorization to distribute the attached draft Request for Qualifications for On-Call Escrow and Title Services.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Qualifications for on-call Escrow and Title services.

ATTACHMENTS: 1. Draft Request for Qualifications for On-Call Escrow and Title Services

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager



REQUEST FOR QUALIFICATIONS FOR ESCROW AND TITLE SERVICES.

RFQ No. _____

The City of Porterville, (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit responses from qualified firms interested in providing preliminary and other title reports, escrow services, title insurance and other title related services as required to assist staff in the purchase of properties. The required services described in the attached RFQ will be performed upon request by the City as projects are initiated.

Submittal: One PDF version must be received by:
5:00 p.m., Thursday, July 1, 2021

Addressed to: Community Development Department
City of Porterville
291 N. Main Street
Porterville, CA 93257
Attention: Jason Ridenour

Email Subject: RFQ No. _____ Escrow and Title Services

Late or incomplete submittals will not be accepted and will be automatically disqualified from further consideration. All response packages and any accompanying documentation become the property of the City of Porterville and will not be returned.

INQUIRIES:

Submitted responses may be inspected and electronically downloaded at no cost, at the Public Purchase website, <https://www.publicpurchase.com>. No copies of said documents will be provided by the City. All addenda and correspondence during the bid process will be handled electronically through the Public Purchase website.

Questions regarding this project are due no later than **Thursday, June 24, 2021.**

The City of Porterville is an Equal Opportunity Employer.

CITY OF PORTERVILLE

REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL ESCROW AND TITLE SERVICES

I. INTRODUCTION

The City of Porterville has need of a consultant or firm to provide escrow and title services when right-of-way or property acquisition is necessary to complete certain projects. These tasks are a specialty that are not within the current capacity of City staff. Subject projects may be privately initiated by a seller approaching the City, or in response to a need for right-of-way to complete a public improvement project. Although the consultant's work will include involvement by the Community Development Director or designated staff, independent initiative and responsiveness are integral to the success of the contract and each project addressed under the contract. Other services typically rendered by the selected firm may also be utilized during the course of this agreement.

II. SCOPE OF ESCROW AND TITLE SERVICES

The consultant will respond directly to the Community Development Director or his designee on a particular project. The selected consultant will perform, but not be limited to, the following tasks:

1. Preliminary and Other Title Reports - Use of e-Pre is preferred, with a supplemental pdf or hard copy of a preliminary title report. Cost per report will be set for the term of the contract, and where title insurance is required, the cost of the preliminary title report will be credited towards the policy premium.
2. Escrow Services
3. Property Profiles
4. Document Preparation and Recordation
5. For complicated projects, coordinate regularly with City staff and other parties as needed.
6. Title Production
7. Title Guarantees
8. Provide other consulting services as available through the selected firm.
9. Other Requirements:

- a) The selected firm will be required to carry and provide certificates of insurance for general and automobile liability insurance as follows:

General Liability (bodily injury and property damage)*

Professional Liability (errors and omissions)*

Automobile Liability*

Workers Compensation Statutory Limits

*All must provide a combined single limit (CSL) of not less than \$2 million per occurrence.

The General Liability is to contain or be endorsed to name the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this contract. The coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful firm.

- b) The selected consultant/firm shall indemnify and hold harmless the City, its officers, employees and agents from and against all claims, damages, losses and expenses caused in whole or in part by any negligent act or omission of the firm, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, or willful misconduct by the City.
- c) Labor and material proposals submitted on this form shall be subject to the provisions of Section 1700, California Labor Code, as specified by Section 3700, California Labor Code, which requires Workers' Compensation insurance to be provided by the selected consultant/firm.
- d) Workers' Compensation policy(ies) are to be endorsed to include a waiver of subrogation against the City, its officers, officials, employees and agents.
- e) The firm and its employees are independent contractors and not employees of the City of Porterville. The firm and/or its insurers are responsible for payment of any liability arising out of workers' compensation, unemployment, or employee benefits offered to its employees.
- f) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

- g) Endorsements are to be received and approved by the City before work commences.
- h) The successful consultant/firm shall obtain a City of Porterville business license. Fee is based on gross receipts for all business transactions in the city of Porterville. For information, contact the Business License clerk at (559) 782-7457.
- i) A service contract will be provided by the City to the selected contractor.
- j) All work performed by the consultant under this contract shall be under the ownership of the City of Porterville.
- k) All work performed under this contract shall be researched, prepared and executed in a professional and competent manner for which the consultant will be responsible.
- l) In accordance with City of Porterville and Caltrans policy, disadvantaged business enterprises (DBE), including qualified small minority and woman-owned firms, are encouraged to submit a proposal or otherwise participate in the completion of the work covered by this request. No DBE participation goals have been established for this project.
- m) The employee(s) identified in the response as performing the duties under this contract shall not be replaced without the prior written approval of the Community Development Director of the City of Porterville.

III. PERIOD OF PERFORMANCE

If selected, the City will provide a Service Contract for five (5) years following the date of the signed service agreement. Failure of a respondent to accept this obligation will result in the cancellation of the contract award. The contract may be extended by mutual agreement. Upon contract renewal, the cost for services must be agreed upon by both parties. Due to the volume of work needed, the City of Porterville reserves the right to place services, in addition to the services being performed by the selected firm, with other qualified firms.

IV. DESIRABLE QUALIFICATIONS OF THE CONSULTANT

The City is seeking a qualified consultant to provide on-call escrow and title services. The desired consultant shall have the following qualifications:

1. Extensive (a minimum of five years) experience in residential and commercial title and escrow services for governmental agencies in the State of California.

2. The Consultant's proven ability to expeditiously and accurately produce the required product in a concise and useable format.
3. Knowledge of the City of Porterville property acquisition process is highly desirable.
4. The consultant must possess strong writing skills and be proficient using Microsoft Word and other standard software programs.

V. ADDENDA

It is the responsibility of respondents to check the Purchasing Webpage <https://www.publicpurchase.com> for Addenda or other additional information that may be posted regarding this RFQ.

VI. EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Firms responding to this RFQ shall adhere to all federal and state regulations in respect to equal opportunity, affirmative action and minority representations. Minority firms and women business enterprises are encouraged to apply.

VII. RESPONSE DATE

All proposals shall be received by the City of Porterville by 5:00 p.m. on the Public Purchase website by Thursday, July 1, 2021.

VIII. CONTENTS OF STATEMENTS OF QUALIFICATIONS TO BE SUBMITTED TO CITY

Submissions to this RFQ must be in the form of a "response package" containing the response and all required supporting information and documents. Respondents are required to provide all information requested below. In your response, please indicate "N.A." if the statement is not applicable to you.

1. A cover letter, signed by a person authorized to enter into a contract with the City, identifying the contact person and any key personnel. If a joint venture, identify the roles of the partnering organizations.
2. A copy of the firm's State of California license.
3. A list stating the names and addresses of the Underwriters who will provide Title Insurance Commitments and Title Insurance Policies.

4. Provide a resumé of your firm's experience and other factors relevant to the services described in this RFQ. Provide resumes of key staff or job descriptions/minimum requirements for key positions.
5. Provide a statement listing similar contracts (both public and private) relevant to services solicited that have been completed during the last three (3) years, including the firm's previous experience with the City of Porterville and familiarity with the community. The statement must also list any failure or refusal to complete a contract, including details and dates.
6. Prospective consultants shall designate by name the project manager to be employed in this effort. The selected consultant shall not substitute the project manager without prior approval by the Community Development Director of the City of Porterville.
7. Two (2) letters of verifiable reference (with contact information); and
8. Any relevant addenda which the respondent wishes to submit.

Additionally, the response package shall contain the fees the firm proposes to charge for the services to be provided. Time will be of the essence in completing the services described in relation to this project. It is anticipated that this effort may require significant staff resources at times, particularly for large construction projects requiring acquisition of several properties or easements.

To be considered, providers must submit a complete response to this RFQ using the format required on the Public Purchase website <https://www.publicpurchase.com>. One original response must be submitted to the City of Porterville's Community Development Department via Public Purchase's website.

IX. EVALUATION

The selection process will include an initial screening of the responses by City staff. All qualified written responses will then be evaluated by a selection panel using the attached Exhibit "A" Consultant Section Rating Form.

The City has the option of conducting oral interviews as part of the evaluation process. If the City opts to conduct interviews to assess respondents' ability to provide the services, the City may elect to interview only the most qualified respondents (based on the qualifications), if the number of responses is high.

The City may also contact and evaluate respondent references; contact any respondent to clarify any response; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The selection panel's recommendation will be transmitted to the City Council for consideration of award based on the following:

1. Completeness of the response;
2. Qualifications met by the firm;
3. Ability to provide an appropriate level of service;
4. References; and
5. Costs

X. SELECTION

Final selection, based upon the written response (and possibly an interview), is anticipated to be made by the City Council at its meeting on July 20, 2021.

Once the City has selected a firm, contract negotiations will be initiated. If a satisfactory contract, including fees, cannot be negotiated with any firm, the City may, at its sole discretion, terminate negotiations and begin contract negotiations with another firm qualified through the selection process.

XI. INQUIRIES REGARDING THIS RFQ

Any inquiries regarding this RFQ or the project described herein should be submitted through the Public Purchase website by no later than June 24, 2021.

CONSULTANT SELECTION RATING FORM		FIRM	FIRM	FIRM	FIRM
Project Name: Escrow & Title Services Date: Project Number: On-call Consultant Services	Rating Factor Numerical Range & Weighting Based on Importance of Factor				
Evaluation Factor		Score	Score	Score	Score
a. Completeness of response to RFQ	0-15				
b. Experience & Capability to perform relevant services solicited	0-30				
c. Adequately qualified key personnel available for assignments	0-15				
d. Expected turnaround time for services being sought	0-10				
e. Familiarity with and proximity to the community of Porterville	0-10				
g. Costs of services	0-20				
TOTAL SCORE:	Maximum points possible = 100				
RANKING:					



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Ballfields Agreement Between City of Porterville and Burton School District

SOURCE: Parks and Leisure Services

COMMENT: In a collaborative effort in 1995, the City of Porterville constructed two baseball fields with lighting, bleachers and a parking lot on property owned by the Burton School District at 2375 W. Morton Avenue. The City and the District formed an Agreement to promote and conduct recreation programs and activities that promote the general welfare of the community. Over the years, the ballfields have predominately been used by Porterville Little League. The twenty-five (25) year Agreement recently expired and the two parties are interested in a renewal.

The term of the new Agreement is proposed to be for five years, with an additional five year term given mutual agreement of the parties. Any party may withdraw from the Agreement by giving written notice of intent to withdraw at least ninety (90) days in advance of the effective withdrawal date and upon completion of any operational commitments. The Agreement may be modified at any time by written agreement of the parties.

The District shall be responsible for mowing and irrigating the outfield turf areas, as well as assume all responsibility and costs for the ongoing maintenance and repairs of the ballfields, except for those associated with usage by other entities such as Porterville Little League and the City. The City shall be responsible for all costs associated with the maintenance, repair and operation of the lights, and for the scheduling of events at the ballfields after school hours and when the District has not scheduled the ballfields for a special event. At its meeting on November 5, 2020, the Parks and Leisure Services Commission recommended that this Agreement be approved.

RECOMMENDATION: That the City Council approve the Ballfields Agreement between the City of Porterville and Burton School District.

ATTACHMENTS: 1. BSD Ballfields Agreement

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

AGREEMENT BETWEEN CITY OF PORTERVILLE AND
BURTON SCHOOL DISTRICT
RE: BURTON BALLFIELDS

This Agreement, executed this ____ day of _____, 2021, is entered into between the City of Porterville (CITY) and the Burton School District (BSD) for the use of the Burton Ballfields. The CITY and BSD hereinafter may be referred to collectively as the “Parties” or in the singular as “Party,” as the context requires.

RECITALS

The CITY and BSD have entered into the Agreement with reference to the following facts and circumstances:

WHEREAS, CITY constructed two baseball fields with lighting, bleachers and a parking lot on property owned by BSD; and

WHEREAS, CITY and BSD promote and conduct recreation programs and activities that promote the general welfare of the community.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

A. TERM

The term of this Agreement shall be for a period of five (5) years from the date of signing. This Agreement may be extended for an additional five (5) years under the terms and conditions below commencing on the expiration date with mutual agreement of both parties.

Any party may withdraw from this Agreement by giving written notice of intent to withdraw at least 90 calendar days in advance of the effective withdrawal date and upon completion of any operational commitments.

B. RESPONSIBILITIES

1. BSD shall assume all responsibility and costs for the ongoing maintenance and repairs of the Ballfields except as specified herein:
 - (a) CITY shall be responsible for all costs associated with the maintenance, repair and operation of the lights, including any necessary transformers and/or switches to cause the system to be or remain operational;
 - (b) CITY agrees to assume all responsibilities for litter control and provide supervision for operations during the seasons of use by CITY or any organization or individual who has received permission from CITY to use the Ballfields.

(c) BSD will be responsible for mowing and irrigating the outfield turf areas

2. BSD agrees that except for BSD use during normal school hours and scheduled after school athletic events, CITY shall be solely responsible for the scheduling of events at the Ballfields and that CITY shall schedule the dates and times of CITY sponsored or CITY approved use, including organizations such as Little League or other similar recreational uses, except that CITY shall not be entitled to schedule events in conflict with those previously scheduled by BSD in which BSD shall have given CITY notice of such events prior to the scheduling of any other CITY sponsored or approved events. Except for CITY sponsored or approved events, CITY shall not permit any assignment of the use of the Ballfields to any other agency without the expressed written approval of BSD.
3. Notwithstanding the provisions of subparagraph 1(a), BSD agrees to repair or replace any lighting related equipment as a result of any damage caused by, or during, BSD's use of the Ballfields; BSD further agrees to reimburse CITY for the cost of electrical power necessary in utilizing the facilities for BSD purposes, at any time.
4. CITY shall notify all persons, entities and organizations utilizing the Ballfields that the use and consumption of tobacco products and alcoholic beverages are not allowed at the Ballfields, and shall enforce this alcohol and tobacco free policy by way of ejection from the Ballfields, if necessary.
5. In the event, during the term of this Agreement, BSD needs to utilize the site of the Ballfields for the construction or relocation of educational buildings or other facilities, BSD shall provide for construction or relocation of the Ballfields, of equal or greater values, at a location within the corporate City limits of CITY mutually agreed upon by both parties. Following the construction or relocation of said Ballfields this Agreement shall terminate and those replacement Ballfields shall be the property of CITY, unless the replacement Ballfields are relocated on property owned by BSD. It is further understood and agreed that the Ballfields will not be relocated until such time as CITY and BSD have mutually agreed upon a new location for the replacement Ballfields.

C. MODIFICATION AND ASSIGNMENT

This Agreement may be modified at any time by written agreement of the parties. Written modifications shall require prior approval by the City Council and the Burton School District Board, unless authority for such modifications has been expressly delegated to others acting on their behalf. Assignment of responsibilities under this Agreement by any of the parties shall be effective only upon prior written consent of the other party, which shall not be unreasonably withheld.

D. NO GRANT OF AGENCY

Except as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement, to bind the other party to any obligation whatsoever.

E. INDEMNIFICATION PROVISION

Each party agrees to indemnify, defend and hold harmless the other party and its respective officers, agents, and employees from any and all claims, actions, and losses accruing or resulting to any person who may be injured or damaged solely by the indemnifying party in its performance of this Agreement. This provision shall survive the term of the Agreement.

The individuals signing below have the authority to commit the party they represent to the terms of this Agreement, and do so commit by signing.

Signature of Authorized Official
CITY OF PORTERVILLE

Signature of Authorized Official
BURTON SCHOOL DISTRICT

NAME

NAME

TITLE

TITLE

DATE

DATE

ATTEST:

APPROVED AS TO FORM

John D. Lollis, City Clerk

Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Murry Park Pool Concession License Renewal

SOURCE: Parks and Leisure Services

COMMENT: The Concession License for the Murry Park City Pool concession building, located at 97 N. Park Drive, is up for renewal. At its meeting on March 20, 2018, the City Council approved a three year Concession License with Valley Paradigm Corporation. Due to the pandemic, Valley Paradigm did not open for business in 2020.

The Concession License is for the general sale of soft drinks, ice cream, hot dogs, pre-packaged food, and general confectionary articles and products. The License states that the Licensee shall not sell or serve any type of alcoholic beverages on the premises. The proposed License Agreement requires the Licensee to comply with all Federal, State and local laws, rules and regulations. The Licensee also shall maintain a City of Porterville non-profit business license during the term of the Concession License.

The proposed term of the License Agreement renewal is three years, with the Licensee being required to pay the City \$250 for each month in which the concession building is utilized for concession activities in 2021. The monthly fee is further proposed to increase annually based on the Consumer Price Index. On February 4, 2021, the Parks and Leisure Services Commission unanimously recommended the three year Concession License renewal with Valley Paradigm.

RECOMMENDATION: That the City Council approve the renewal of the Murry Park Pool Concession License with Valley Paradigm Corporation for a three year term.

ATTACHMENTS: 1. Draft Pool Concession License

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE POOL CONCESSION LICENSE

The City of Porterville, hereinafter referred to as “CITY” hereby grants to Valley Paradigm Corporation, hereinafter referred to as “LICENSEE,” a license for services to the public in general, of the sale of soft drinks, ice cream, hot dogs, pre-packaged and outdoor grilled food, and general confectionary articles and products at the Murry Park Pool Concession building located at 97 N. Park Drive, Porterville, California. For the purposes of this License, “LICENSEE” shall mean Valley Paradigm Corporation and/or any of its employees, volunteers, agents or other representatives.

1. Term of this License Agreement shall be three years.
2. This License Agreement replaces and supersedes any and all prior License Agreements.
3. The LICENSEE’S appointment is conditional upon it passing a drug/alcohol test, fingerprint clearance, and/or reference check. This applies to all employees, volunteers, agent or other representatives working at CITY facilities. LICENSEE’S signatory to this License will be the primary contact concerning this License and is responsible for custody and control of any and all keys or other security devices or code provided by CITY to LICENSEE for the facilities.
4. The LICENSEE shall, at all times during the term of said License, keep and maintain concession buildings open for the convenience of patrons at Murry Park during the hours in which said Park is being utilized for recreational and family swimming or at any other time the CITY deems the operation of the concession necessary for special activities. Failure to operate the concession facilities during the specified periods is a breach of this Agreement and shall constitute grounds for termination of this Agreement.
5. Each employee, volunteer, agent or other representative should: a) be clean, neat, and well-groomed; b) be professional, courteous, and friendly to the public; and c) adhere to the CITY personnel policy regarding dress code.
6. The LICENSEE shall keep and maintain all concession facilities, equipment and grounds at and around said concession building in good and sanitary condition and shall keep and maintain all of the concession fixtures and equipment in good condition and repair.
7. The LICENSEE shall not sell or serve any type of alcoholic beverage on the premises.
8. The LICENSEE shall arm the concession building and lock all gates upon closing the concession building and facility. The LICENSEE shall turn in all keys to the CITY five days after expiration of term.

9. In the event the LICENSEE shall coordinate the placement of refrigerators or vending and dispensing machines at the facility, LICENSEE shall ensure such machines are disengaged from CITY-provided utilities promptly at the conclusion of the term of this license. The LICENSEE shall also see to it that any type of machine or equipment does not block any door entrance.

10. In the event the LICENSEE shall fail, neglect or refuse to abide by and perform the terms, conditions, covenants, and agreements hereof, the CITY may, at its option, terminate and cancel this License and in the event of a termination of this License, the LICENSEE shall surrender up and deliver to the CITY complete possession of the premises where said License is being operated within 30 days after receiving notice to vacate. The apparent commission of a crime by LICENSEE or any of LICENSEE'S employees, contractors, agents, or volunteers during the term of this Agreement is grounds for immediate termination of this Agreement by the CITY.

11. The LICENSEE shall not assign, transfer or convey this license or any of the rights or benefits hereunder to any person, firm or corporation without first securing the written consent of the CITY, and said consent can be withheld for any reason.

12. The CITY, by its authorized agents and servants, reserves the right of entry upon the premises where said license is being operated for purposes of inspection.

13. Nothing herein shall be construed as making the CITY and the LICENSEE partners and/or the parties engaging in joint ventures.

14. The LICENSEE shall maintain compliance with all Federal, State and local laws, rules and regulations.

15. The LICENSEE shall pay to the City of Porterville by the 5th day of each month a fee of \$250 for each month in which the concession building is utilized for concession activities in 2021. The monthly fee shall be adjusted May 1st of each additional year of the License Agreement by the San Francisco Consumer Price Index.

16. To the fullest extent permitted by law, the LICENSEE shall and hereby does agree to hold harmless, save, defend and indemnify the CITY, and all of its officers, agents, employees and volunteers of and from all manner of claims, demands, losses, damages, actions or causes of actions of all persons arising from or in any way connected with the use, occupation or employment of said License, or activities engaged in, or carried on, or conducted upon the premises by the LICENSEE, together with costs and attorney's fees, except for losses due to the sole negligence or willful misconduct of the CITY.

17. LICENSEE shall secure and maintain, at LICENSEE'S expense, liability insurance including product liability with a two million dollar (\$2,000,000) combined single limit for property damage and injury, including death, to one or more persons, and

deposit with the CITY an original certificate of said insurance, naming the CITY, its officers, agents and employees as an additional insured on LICENSEE'S policy.

18. The LICENSEE shall maintain Workers' Compensation Insurance for all its employees and volunteers who are in any way connected with the performance of LICENSEE'S concessionary interest to the extent as provided by law.

19. The LICENSEE shall maintain a City of Porterville Non-profit Business License during the term of this Concession License.

20. The LICENSEE shall maintain and keep adequate records of its sales from the licensed premises and agrees to permit the City to examine said records on demand. In addition, LICENSEE, shall submit a completed Monthly Concession Report Form to the City no later than the fifth day of the month following any month during which the LICENSEE conducted concession sales.

21. The LICENSEE shall have the right and privilege, provided it is not in default of the terms and provisions of the License, at the end of the term or sooner termination thereof, to remove from the Licensed premises all personal property belonging to the LICENSEE, together with their stocks, goods and wares and trade fixtures that LICENSEE may have installed, provided the same can be removed without material injury to the premises and the LICENSEE hereby acknowledges receipt of the premises in good condition and repair.

22. Notwithstanding any provision of this agreement to the contrary this agreement may be terminated by either party, with or without cause, by giving the other party thirty days written notice of termination. Notice shall be given by personal delivery or first class mail, return receipt requested.

23. Attorney Fees. If any litigation is commenced between the parties to the Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for its attorneys fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

24. The parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

25. During the entire term of this License, LICENSEE shall not suffer, allow, or permit any income, profit, or emolument gross and net from any of its activities arising from, connected with, or in any manner associated with the use and employment by the LICENSEE of this License to inure, to be paid to, or delivered to the benefit of any

members, private shareholder, or individual; income, profit, gross and net, or other rights or benefits which shall arise from the use and employment of this LICENSEE shall be used solely, positively and exclusively to meet the necessary expenses or upkeep and operation of the activities of the LICENSEE as such, and not any members, shareholders, or individual.

IN WITNESS WHEREOF the parties have executed this License Agreement at Porterville, California this 4th day of May, 2021.

CITY OF PORTERVILLE

LICENSEE

By: _____
Adrian Monte Reyes, Mayor

BY: _____

ATTEST:

BY: John D. Lollis City Clerk

APPROVED AS TO FORM:

Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Authorization of 2X Promotions OHV Park Race with Overnight Camping

SOURCE: Parks and Leisure Services

COMMENT: 2X Promotions is proposing to host another race at the City's OHV Park on June 12-13, 2021. Myron Short of 2X Promotions currently holds the annual agreement with the City to manage operations of the OHV Park, and 2X Promotions successfully hosted two prior races at the OHV Park on April 3-4 and April 10-11, 2021. Short has held several successful similar races at the OHV Park since 2014. All of the additional necessary equipment and personnel to conduct the race would be provided by 2X Promotions. 2X Promotions would also provide the insurance naming the City as an additional insured.

In conjunction with the event, staff is seeking permission to permit overnight camping at the facility for the weekend of the race. 2X Promotions stated they would follow the same race safety protocols which were submitted prior to the races that were hosted at the OHV Park last month. These safety protocols were reviewed by the City Council's COVID-19 Ad Hoc Committee at its meeting on February 22, 2021.

RECOMMENDATION: That the City Council:

1. Approve the OHV Park race June 12-13, 2021; and
2. Approve overnight camping for the weekend.

ATTACHMENTS: 1. 2XP 2021 MOTOCROSS Health Plan

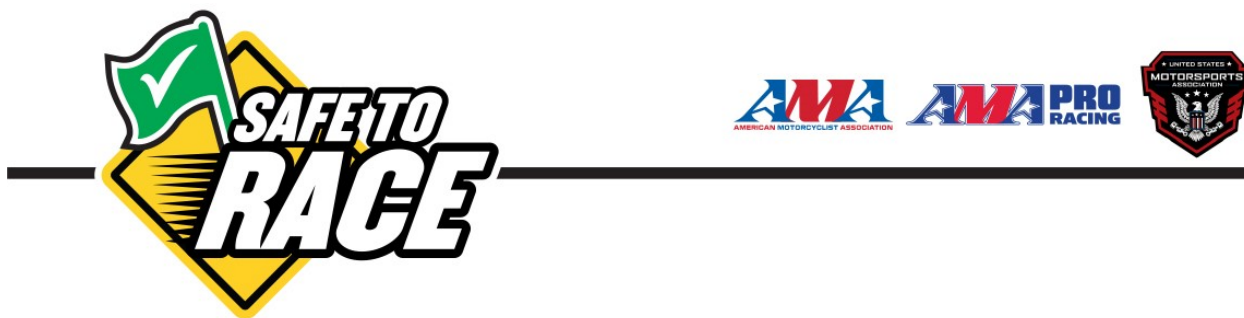
Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



2021 2XP MOTOCROSS COVID-19 HEALTH AND SANITATION PROGRAM

Updated: May 2021

As local, state and federal policies, Centers for Disease Control and Prevention (CDC) guidelines, and public health advancements continue to evolve, modifications will be made to this program as necessary.

EVENT: 2XP 2021 MOTOCROSS RACE EVENTS

PROPOSED DATE(S): June 12-13, 2021

PROPOSED CAPACITY: 50%

TABLE OF CONTENTS:

- A. Definition of Motocross**
- B. Organizer's Health Executive In-Charge (HEIC)**
- C. Risk Assessment Analysis**
- D. General Action Plan**
- E. Social Distancing Operational Measures: Event Staff and General Public**
 - 1. Organizer Staff**
 - 2. Front Gate**
 - 3. Spectators**
 - 4. Food and Beverage**
 - 5. Camping Areas**
 - 6. Amateur Registration and Racing**
- F. Social Distancing Operational Measures: Race Operations**
 - 1. Participant Safety**
 - 2. 2XP Race Center and Office**
 - 3. Technical Inspection/Impound/Closed**
 - 4. Riders Meeting/over PA system**
 - 5. Staging Area/one class at a time**
 - 6. Start Gate/one class**
 - 7. Mechanics Area/spaced out or closed**
 - 8. Podium Interviews/none**
 - 9. Race Control and Timing/Scoring/same household**
 - 10. Mobile Medic Unit (MMU)**

COVID-19 Event Assessment and Planning:

A. Definition of Motocross.

Motocross racing is a recreational motorcycling activity which takes place in the great outdoors, over spacious, natural terrain circuits or courses that usually measure one mile or more in length and necessarily sit on tens of acres of land. At the professional level riders compete on dirt bikes of either 250cc or 450cc in engine displacement. There are two championship-level classes-- 250cc and 450cc--that are limited to 40 finalists in each class. Considered the 'original action sport', motocross has been around since 1924, when the first race was held in Great Britain. And since 1972 the best motocross athletes in the sport, who average 24 years in age, have competed in the Lucas Oil Pro Motocross Championships sanctioned by AMA Pro Racing.

B. Organizer's Health Executive In-Charge (HEIC) is: AMA

The HEIC will serve as the key contact and liaison between the event Organizer and local health authorities and will maintain regular contact with health authorities throughout the planning period to share information, risk assessments, and plans.

C. Risk Assessment Analysis

1. Contact between participants (race officials, riders, team members) is low except during credential pickup, technical inspection, riders meeting, staging process, start grid and in the Mechanics Area. Registration is conducted online in advance. Most participants are credential holders and are not required to be ticketed. Most credentials will be sent by mail in advance of the first event. All activities identified above are conducted outdoors.
2. Motocross is a young person's sport. The average age of the competitors is 18. All participants are required to be in good health. In fact, Motocross is one of the most physically demanding sports in the country. Participants are not high risk for COVID-19.
3. In the context of COVID-19, Motocross is a low risk sport where physical distancing is possible. Physical contact between competitors is rare.

D. General Action Plan

1. **Social distancing** and **personal protective equipment (PPE)** usage when social distancing is not possible will be recommended per CDC guidelines.
2. **Handwashing Stations** will be positioned throughout the Paddock and the facility, and handwashing instructions will be posted in restrooms and at workstations.
3. **Hand Sanitizer** will be available at all workstations, sponsor activation areas and concessions.
4. In addition to the normal onsite primary first aid station, an **Isolation Station** suitable for medical evaluation and isolation of symptomatic individuals will be located in the Paddock and in the Fan Area near the EMS Station. Event staff will be trained to immediately alert medical staff if they or someone they know has a fever, shortness of

breath and cough. These persons should be immediately isolated in the Isolation Station and be required to wear a mask while awaiting medical staff which will evaluate and provide further instruction.

5. **Workstations** will be sanitized after each use and once every 30 minutes.
6. The communications team will have **scripted public address announcements** educating the public on physical distancing and proper PPE use.
7. In addition to physical distancing and PPE protocols, **Trash Handling** workers will be required to wear gloves, changing them and washing their hands often.
8. Signage that will be used to enforce social distancing and educate people on proper personal hygiene include:



E. Social Distancing Operational Measures: Event Staff and General Public

1. Organizer Staff

- a. Event Staff will complete a digital **health questionnaire** prior to entering the venue asking if they have experienced COVID-19 symptoms, have been in contact with anyone experiencing symptoms or if they have traveled outside the United States within the last 14 days. Staff must stay home if they are experiencing symptoms.
- b. **Infrared temperature checks** will be performed on staff once daily upon reporting to duty.
- c. Face coverings will be required if physical distancing is not possible.
- d. Event Staff will be provided face masks or they may provide their own, and will be required to have them on their person at all times.

2. Front Gate

- a. Ticketing stations will be outdoors under tents and will be positioned 6-feet apart.
- b. The standing area in front of the ticketing stations will be marked with positions 6-feet apart.

- c. Tickets can be purchased online in advance, credit card or exact cash.
- d. Credit card or exact cash payment will be accepted for walk-up sales.
- e. The ticket will be a wristband. Staff will pass the wristband to the fan and direct them to secure their own wristband.
- f. Ticketing stations will be sanitized every 30 minutes.
- g. Hand sanitizer and a handwashing station will be available in this area.
- h. COVID-19 awareness, prevention and physical distancing signage will be present to educate all persons entering venue.

3. Spectators

- a. Fan viewing areas consist of festival seating, allowing fans to spread out in compliance with physical distancing guidelines.
- b. We are a racer driven sport

4. Food & Beverage

- a. All F&B operations will comply with local food handling requirements.
- b. Menus may be modified to offer more pre-prepared and pre-boxed options.
- c. No buffet-style food vendors.
- d. All condiments will be individually packaged.
- e. Protective barriers and/or face masks will be used by any food handler having direct contact with the general public.
- f. All food service lines will be marked for 6-foot physical distancing.
- g. Proper hygiene protocols, i.e., handwashing, hand sanitizer, disinfecting work areas, etc. will be implemented.
- h. Picnic tables will be eliminated.

5. Amateur Registration and Racing

- a. Registration staff will be positioned behind protective barriers and will have PPE.
- b. Workstations will be positioned 6-feet apart and will be sanitized every 30 minutes.
- c. The standing area in front of workstations will be marked with positions 6-feet apart.
- d. Only the rider, or in the event of a youth rider – their parent, should attend registration. Youth riders should not attend registration.
- e. Liability releases will be required of all riders. Pens will be sanitized after each use. Riders will be encouraged to bring their own pen for this purpose. Disposable pens may also be available.
- f. COVID-19 awareness, prevention and physical distancing signs will be present in this area.
- g. Hand sanitizer and a handwashing station will be available in this area.
- h. Staging Area and Starting Line will be limited to 1 rider – 1 mechanic.

- i. Mechanics will be required to wear face masks at times when 6-foot physical distancing cannot be maintained.
- j. Awards will be distributed hands-free.

F. Social Distancing Operational Measures: Race Operations

1. 2XP Racing Staff

- a. Staff will complete a digital **health questionnaire** prior to entering the venue asking if they have experienced COVID-19 symptoms, have been in contact with anyone experiencing symptoms or if they have traveled outside the United States within the last 14 days. Staff must stay home if they are experiencing symptoms.
- b. **Infrared temperature checks** will be performed on staff once daily upon reporting to duty.
- c. Staff must report to the **Isolation Station** for further instruction if they develop an elevated temperature during the event.
- d. Face coverings will be required if physical distancing is not possible.
- e. Officials will be provided face masks or they may provide their own, and will be required to have them on their person at all times.

2. Participant Safety

- a. 2XP will provide COVID-19 awareness, prevention and physical distancing education to all participants including proper use of PPE by emailing the [COVID-19 PowerPoint](#) presentation.
- b. 2XP will distribute [CDC Travel Guidelines](#) to all participants.
- c. All teams are professionals and are expected to abide by all [OSHA guidelines for preparing a safe workplace](#).
- d. 2XP will encourage participants to wash their hands often and use hand sanitizer, and to not touch their face without washing their hands. Organizers should have handwashing stations and hand sanitizer available.
- e. Participants will be requested to take their own temperature before they leave home. Persons with a temperature of at least 100.4 have a fever will be instructed to stay home.
- f. Participants who are sick with fever or cough, the elderly (65+) or those at high risk, will be instructed to stay home.
- g. Participants who have had contact with someone diagnosed with having COVID-19 in the last 14 days, or themselves have had COVID-19 in the last 30 days will be instructed to stay home.
- h. Participants must maintain a 6-foot physical distance from others whenever possible.
- i. Face masks will be required if physical distancing is not possible. All persons must carry a face mask or helmet on them at all times, so if physical distancing is not possible a mask can be easily applied. Persons wearing helmets are not required to wear a face mask.

- j. Anyone within 6-feet of a rider will be required to wear a face mask.
- k. When more than one person is in a team cart, all occupants must wear a face mask or helmet.
- l. Any international riders desiring to compete under an FIM license must meet current federal visa and state and local quarantine restrictions.
- m. Mechanics riding on motorcycles with riders are required to wear a face masks and riders are required to wear helmets.

3. 2XP Race Center and Office

- a. The 2XP (2XP) Race Center is a tractor trailer with (2) side awnings providing 1071 sq. footage under each awning. The 2XP Race Office is inside the trailer.
- b. Maximum capacity under each awning is 30 to ensure 6-foot physical distancing.
- c. Maximum capacity for the 2XP Race Office is 11 to ensure 6-foot physical distancing.
- d. When physical distancing cannot be met, masks will be required in the Race Office and under the awnings.
- e. Only race officials will be permitted access to the 2XP Race Office
- f. Meetings between race officials and team personnel will be held outside under the awnings.
- g. Coffee and limited individually wrapped snacks will be available to 2XP staff only in the Race Office.
- h. Bottled water and drinks will be available and stocked by a staff member wearing appropriate PPE.
- i. Pre-boxed lunches will be available to go only and must be consumed in areas where physical distancing is possible.

4. Paddock

- a. The Paddock will be closed to the general public.
- b. Paddock parking will require 6 feet of space between team rigs to allow for a 6-foot distance and a walkway between vehicles.
- c. Personal cars will be restricted from the Paddock.
- d. The use of sides for team awnings will be left to the discretion of the individual team.
- e. Unless going to/from the racetrack, podium or technical inspection, teams and families should remain within their own paddock footprint and may not enter the paddock footprint of another team.
- f. Teams are responsible to restrict access to their own paddock footprint and should report any violation to 2XP officials immediately.
- g. Autograph sessions are suspended.

5. Technical Inspection/Impound

- a. Technical inspection will be conducted outdoors under the 2XP Race Office awning.
- b. Only race officials and 1 mechanic per rider permitted under the awning.

- c. Mechanic will receive an Inspection Packet containing the following:
 - i. Frame sticker
 - ii. Practice sticker
 - iii. Transponder with mounting instructions
 - iv. Weekend Schedule
 - v. Any other information deemed necessary by officials
- d. Mechanic must sign the Inspection Report acknowledging receipt of the information and agreeing to comply with all technical requirements.
- e. Disposable pens will be available or mechanics may bring their own pen for this purpose. Reused pens will be sanitized between usage.
- f. Motorcycles and riding gear will not be presented for inspection.
- g. Lines will be marked to maintain 6-foot physical distancing.
- h. Officials and mechanics will be required to wear face coverings.
- i. Officials and mechanics only permitted under the awning.
- j. Staff will replace gloves, wash hands or use hand sanitizer if any contact is made with a mechanic.
- k. Signage for COVID-19 awareness and prevention and PPE use will be present in this area. Hand sanitizer will be available in this area.
- l. **Post-Race Impound** area will be marked for 6-foot physical distancing. Motorcycles will be presented one at a time and positioned 6-feet apart. Team members will be required to vacate the area immediately. When post-race impound is completed the motorcycles will be released one at a time.
- m. Riders will be responsible to remove and return the transponder to the 2XP Race Office at the end of the day. A receptacle bucket will be stationed outside the office door for transponders to be deposited.

6. Riders Meeting

- a. Riders Meetings will be held by pre-recorded or live video requiring no congregation of people. The video will include COVID-19 awareness, prevention and physical distancing education. The video will be broadcast live or distributed via email link.
- b. All riders and crew members will be responsible for viewing the video.

7. Staging Area

- a. Staging Area is limited to 1 rider – 1 mechanic only.
- b. Mechanics must wear a face covering.
- c. No other team personnel, goggle or tire representative permitted in this area.
- d. No other media permitted in this area.
- e. Motorcycles will be positioned 6-feet apart.
- f. Only one group will be staged in this area at a time.

8. Start Gate

- a. The area behind the Start Gate is limited to 1 rider – 1 mechanic only.
- b. Mechanics must wear a face covering.

- c. No other team personnel, goggle or tire representative permitted in this area.

9. Mechanics Area

- a. Mechanics Area is limited to 1 mechanic per rider.
- b. Authorized race teams may also have a cart and 1 driver. The cart driver must remain with the cart.

10. Race Control and Timing /Scoring

- a. Only race control staff and timing/scoring staff may enter either area. No other staff allowed.
- b. Others must meet with members of race control or timing/scoring outside or through electronic means.
- c. Workstations must maintain 6-foot physical distancing.
- d. Workstations must be sanitized every 60 minutes.



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Consideration of Retail Recruitment Service Agreement

SOURCE: Community Development

COMMENT: At its meeting on December 2, 2008, the City Council authorized staff to negotiate and enter into a retail recruitment strategy and software solution with Buxton. Through a partnership with the Porterville Civic Foundation, Sierra View Medical Center and the City of Porterville, the City was able to contract with Buxton in January 2009 to complete a retail recruitment strategy. Staff has continued to work with Buxton and the SCOUT software platform since 2009. The information provided by Buxton has been instrumental in recruiting several retailers to Porterville.

Buxton continues to expand its technology and data offerings. In the prior year, Buxton introduced the mobile insight data (Mobilytics), which includes geofencing the agreed upon boundary and capturing unique device IDs (mobile phones) observed within those boundaries over a recent twelve (12) month period. This then creates a demographic profile of the visitors and provides a true trade area description. Reports are generated with the same analytical information that retailers utilize to make site selection decisions. The current contract expires May 31, 2021.

Buxton submitted a proposal for renewal of these services from June 1, 2021 through May 31, 2022 for \$20,000. The platform has been updated from the prior version and provides new features such as sharable links and provides demographic insights that can allow for comparison between two locations or two businesses that is updated daily. The geofencing capabilities have been integrated to allow for greater flexibility in obtaining data.

Additionally included in this upgrade to the software, is the ability to track trends and volume of what retailers are visited by the same customers. The intent of the solution is to provide the City with data to assist in actively pursuing retailers by making a compelling case for their expansion into Porterville by using the same analytical information that retailers utilize to make site selection decisions. Funding is available in the Community Development Department Budget.

RECOMMENDATION: That the City Council authorize staff to negotiate and sign a contract with Buxton for a retail recruitment and mobile visitor's insights solution.

ATTACHMENTS: 1. Buxton Proposal & Order Form - SCOUT Platform

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager



PROPOSAL & ORDER FORM SCOUT Platform

PREPARED FOR
Porterville CA

Buxton[®]

Prepared by Cheyenne Robinson | Expires 5/31/2021

Proposal: The Buxton Difference

Decades of Experience. One Powerful Platform.

With more than two decades of experience developing analytics solutions for clients in both the private and public sector, Buxton is on a mission to revolutionize the way businesses and communities understand their consumers and make decisions.

Today, we've distilled our data, insights, and experience into powerful technology designed to give you the tools you need to answer your most important planning and development questions. Empower your community leaders with data visualization, reporting, and tools to guide your strategic decision-making processes.



Benefits of Your SCOUT Subscription

SCOUT is Buxton's web-based, on-demand analytics platform. It's the information hub you need to make smarter, faster decisions.

Put Your Residents at the Center of Your Growth Strategy

Understand the residents in your community not just in terms of demographics, but also in terms of psychographics.

Empower Community Leaders

Give decision-makers in your community access to best-in-class data that will assist them in making better planning and development decisions.

Use Data to Tell Your Community's Story

Get to know your community through data visualization and reporting. Use data to support economic development and communicate with decision makers.

Create the Platform You Need

Add-on modules and services give you the option to configure SCOUT to meet your community needs as those needs evolve.

Get Information Faster

On-demand reporting speeds up the decision-making process by providing data when you need it to answer questions when they arise.

Product Definitions

Your Buxton subscription may include some or all of the following products. Please refer to the Fee Schedule in the attached Order Form for the list of products included in your subscription. We are constantly making improvements to our products; therefore, features may be added or changes may be made to the products listed below.

SCOUT

SCOUT is Buxton's proprietary analytics technology application. It is a web-based platform that gives you access to all the modules in your subscription plus a host of standard features. Visualize data, run reports, and empower your community with in-depth market insights.

Match

The Match module allows users to assess whether a retail or restaurant brand is a good fit for a potential site. The module uses Buxton's proprietary mobile device data to compare visitors at the brand's current locations to the potential customers in the proposed site's trade area. Understand how the customer potential of a site compares to a brand's existing locations in terms of quantity, concentration, and household mix. Furthermore, for each location your site is compared to, you will be able to understand its performance "strength" in terms of customer volume. Actively pursue your targeted retailers and make a compelling case for their expansion to your community by providing data-driven metrics around the most important success variable – customers.

Mobilytics

The Mobilytics module within SCOUT allows your users to draw a custom polygon or select a pre-defined place/area, as well as select a date range and daypart to analyze by leveraging Buxton's proprietary consumer mobile device data. Mobilytics uses household level data to provide the most granular and detailed view of visitors possible. You will be able to understand who visitors are, where they live and work, where they frequently visit, trends in visitor volume, as well as differences between visitors of two sites. Additionally, users can quantify percentage of visitors or visits by geography and exclude or include visitors by distance. This will allow you to identify the consumer dynamics and trends for your key tourist attractions, shopping centers, areas of interest, neighboring communities, and more.

User Access

Your users have access to all standard SCOUT reports, features, and the modules in your subscription.

Technical Requirements

SCOUT can be accessed at the following URL: www.buxtonco.com.

SCOUT is a web-based application accessible on any desktop, laptop, or mobile tablet device that has an Internet connection. When operating the platform, Buxton's recommended hardware configuration is 4-core CPU and 8 GB RAM (or higher). Modern-day laptops or desktops purchased within the last 3 to 5 years will perform without issue. The recommended browser for accessing SCOUT is the latest version of Chrome.

Order Form

Fee Schedule

Contract Start Date: 6/1/2021

Contract End Date: 5/31/22

Subscription	QTY	Fee Per Year Per Item	Subtotal	Discount
SCOUT Access (State) Includes one (1) market (State)	1	\$15,000.00	\$15,000.00	\$0.00
Match (Market) Includes one (1) market (State)	1	\$10,000.00	\$5,000.00	-\$5,000.00
Mobilytics (Market) Includes one (1) market (DMA)	1	\$10,000.00	\$0.00	-\$10,000.00
1 User Included with your SCOUT subscription.	1	\$0.00	\$0.00	\$0.00
1 Additional User	3	\$2,000.00	\$0.00	-\$6,000.00
Public Sector Standard Support Package Your subscription includes account set-up; 1 pre-recorded product training session; 1 initial live user group training session (up to 1 hour), which will be recorded and available throughout the duration of your Contract term; 1 local business live webinar; quarterly customer support calls (up to 1 hour per quarter) to include items such as Q&A, additional training, and best practices application training; access to our SCOUT Support Team during normal business hours (8 a.m. to 5 p.m. Central Time Monday through Friday except holidays); access to live chat; and access to our knowledge base and training materials within SCOUT.	1	\$0.00	\$0.00	\$0.00

Total fee per year: **\$20,000.00****Total contract value: \$20,000.00**

The geography included in your subscription level: California

*If this Order Form is executed and/or returned to Buxton Company by Client after the Contract Start Date above, Buxton Company may adjust the Contract Start Date and Contract End Date, without increasing the Total Fee, based on the date Buxton Company activates the products and provided that the total term length does not change. Fees shown above do not include any taxes that may apply. Any such taxes are the responsibility of Client. This is not an invoice.

Sign Here to Subscribe

Thank you again for the opportunity to present this Order Form. We look forward to working with you. I hereby acknowledge I have read this Order Form and understand and agree to the terms and conditions of Buxton's Terms of Service located at [this link](#), which shall be incorporated herein by reference. We suggest you print and retain a copy of these Terms of Service for your records.

Porterville CA

Accepted by Client

Client Name Printed

Client Title

Date of Client Acceptance

For Buxton Company

Primary Account Owner Name

Primary Account Owner Email Address

Invoice Recipient Name

Invoice Recipient Email Address

Invoice Recipient Phone Number

Billing Company Name

Billing Address

Shipping Address

Is PO Required?

PO Number

Tax Exempt?

Preferred Method of Payment:

*If sending a check, please make it payable to
Buxton Company.*

Address: 2651 South Polaris Drive, Fort Worth, TX 76137

If wiring, please follow the below instructions:

Bank Name: JPMorgan Chase

Bank Address: JPMorgan Chase New York, NY 10017

Bank Routing Number: 021000021

Account Name: Buxton Company

Account Number: 1886176625

SWIFT ID: CHASUS33

If ACH delivery, please follow the below instructions:

Bank Routing Number: 111000614

Account Name: Buxton Company

Account Number: 1886176625

Invoice Frequency: One-time Payment

Payment Terms: Payment due in net 10 days upon receipt of invoice. Service will commence once payment is received.

Billing Method: Email

Tax ID: 75-2541014

Inquiries: Please send all billing inquiries to accountsreceivable@buxtonco.com or call us at (817) 332-3681.

*If you're tax exempt, please submit a completed Sales and Use Tax Exemption Certificate to accountsreceivable@buxtonco.com. For assistance in selecting or completing the correct form, please contact us at the same email.



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Burton Ballfields Use Agreement Between City of Porterville, Burton School District and Porterville Little League

SOURCE: Parks and Leisure Services

COMMENT: The City constructed two lighted youth size baseball fields and a parking lot on Burton School District property in 1995. The ballfields are located on the grounds of Burton Elementary School, located at 2375 W. Morton Avenue. The primary use of the fields over the years has been to host the Porterville Little League. Recognizing the value to the community of sharing facilities, an Agreement between the City of Porterville and Burton School District was initiated.

In addition to the Agreement between the City of Porterville and Burton School District which focuses on the facility itself, an Agreement that included Porterville Little League to identify its responsibilities that come along with the privilege of using the ballfields was created. The term of the Agreement shall be for five years, with the option for an additional five years upon mutual agreement of all parties.

A few of the key rights and responsibilities of Porterville Little League in the Agreement include:

1. Shall be responsible for maintaining the ballfields and surrounding areas during its scheduled playing period.
2. Upon completion of each game and practice, shall be responsible for clean-up of all debris in a timely manner, turning off all lights, and locking all gates.
3. Shall ensure the dumpster area and parking lot are left in the same condition as they were found each day the ballfields are used.
4. Shall contact Burton School District for approval prior to performing any field or facility improvements.
5. Shall adhere to the City's current watering schedule.

RECOMMENDATION: That the City Council approve the Burton Ballfields Use Agreement between the City of Porterville, Burton School District and Porterville Little League

ATTACHMENTS: 1. Burton Ballfields Facility Use and Maintenance Agreement

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

**BURTON BALLFIELDS
FACILITY USE AND MAINTENANCE AGREEMENT
BETWEEN CITY OF PORTERVILLE, BURTON SCHOOL DISTRICT AND
PORTERVILLE LITTLE LEAGUE**

Recognizing the value to the community of sharing facilities, the following Agreement has been adopted by the City of Porterville Parks and Leisure Services Department (“**CITY**”), Burton School District (“**BSD**”) and Porterville Little League (“**PLL**”). The Agreement establishes policies regarding the use of the Burton Ballfields, 2375 W. Morton Ave.

Terms and Termination

This Agreement shall be for five-years beginning May 1, 2021, and ending April 30, 2026. **PLL** shall have the option to enter into an additional five-year agreement under the terms and conditions below commencing on the expiration date specified above with mutual agreement of both parties.

Rights and Responsibilities

1. **PLL** shall submit annual paperwork and payment to **CITY** in accordance with the Athletic Field Use Policy prior to the start of their season.
2. **PLL** agrees that **CITY** shall be the scheduling agent for the field and that **CITY** shall schedule the dates and times of use.
3. **CITY** agrees to be responsible for repairs and damages to the field during any **CITY** sponsored or approved event.
4. **BSD** agrees to be responsible for repairs and damages to the field during any **BSD** sponsored or approved event.
5. **CITY** shall be responsible for all costs associated with the maintenance and repair of lighting.
6. **PLL** shall be responsible for maintaining the fields and surrounding areas during their scheduled playing period. Maintenance and responsibilities shall include:
 - a. Mowing and irrigating the infield grass as needed. All irrigation of the fields must be done in compliance with **CITY** watering regulations.
 - b. Maintaining bleacher areas in good order and free of litter. Cleaning the bleacher areas and dugouts after each game.
 - c. Maintaining any storage facility.
 - d. Providing and maintaining portable toilets.
 - e. Chalking/marking the fields.
 - f. Providing the necessary maintenance equipment and supplies to accomplish all the above tasks.
7. At no time shall vehicles or maintenance vehicles be permitted on the premises while school is in session without permission by **BSD**.
8. **PLL** shall strictly enforce that the use of tobacco products and consumption of alcoholic beverages are prohibited within the premises of the Ballfields.

9. **PLL** shall be responsible for providing all related supplies and equipment such as additional bleachers, scoreboards, PA system, and other miscellaneous items that may be required.
10. **PLL** shall ensure the dumpster area is kept clean. In addition, **PLL** shall leave the parking lot in the same condition that it was found each day the field is used.
11. After the completion of each game and practice, **PLL** staff shall be responsible for clean-up of all debris in a timely manner, turning off all field lights, and locking all gates.
12. **PLL** shall contact **BSD** for approval prior to performing any field or facility improvements.
13. If **PLL** should make substantial improvements to the facility, upon termination of this Agreement, **BSD** shall determine disposition of these improvements. If **BSD** determines that some or all of the improvements are to be removed, **PLL** at its own expense shall remove them in a timely manner and return the facility to its original condition. Otherwise, all improvements shall remain **BSD** property.
14. **PLL** shall provide storage facilities for program related supplies and equipment, and additional portable restroom facilities as needed. These are to be approved by **BSD**.
15. All games and practices must terminate by 10:00 PM.

Insurance Requirements

PLL must procure and maintain insurance for the duration of the season for which the Ballfields have been reserved against claims for injuries to persons or damages to property which may arise from, or in connection with, **PLL** operation and use of **BSD** Ballfields. The cost of such insurance shall be borne by **PLL**. **CITY** and **BSD** shall be listed as an additional insured and insurance must meet the minimum coverage requirements for **CITY** and **BSD**.

BURTON SCHOOL DISTRICT

PORTERVILLE LITTLE LEAGUE

Authorized Representative

Authorized Representative

CITY OF PORTERVILLE

Adrian Monte Reyes, Mayor

ATTEST:

APPROVED AS TO FORM

John D. Lollis, City Clerk

Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Acceptance of Additional Donation and Restriction of Funds for Future Firefighter Memorial

SOURCE: Administrative Services

COMMENT: As the City Council is aware, immediately following the catastrophic library fire event of February 18, 2020, a group of children of local public safety personnel organized and commenced fundraising efforts for a memorial to honor fallen Fire Captain Ray Figueroa and Firefighter Patrick Jones. The group, primarily comprised of the children of personnel from Porterville City Fire Department and Tulare County Sheriff's Department, raised \$8,524.02 in that initial effort and on June 16, 2020, presented those funds to the City of Porterville. The Council took action via M.O. 16-061620 to accept and set aside the \$8,524.02 for a future memorial bench and mural project.

With the one-year anniversary of the tragedy taking place in February 2021, the Children of First Responders partnered with Stafford's Chocolates to continue fundraising efforts. Stafford's donated \$1.00 for every cup of coffee sold during a two-week period in February, and continues to accept donations through present day at its counter. To date, this fundraising partnership effort raised \$3,856.83. In addition, the Children of First Responders also partnered with local Girl Scout Troop 7003 to fundraise through the Girl Scout's cookie sales promotion. As a result of that effort, Girl Scout Troop 7003 raised an additional \$600 towards the memorial, bringing the total raised in 2021 to \$4,456.83, and the grand total to date to \$12,980.85.

At this time staff requests that the City accept \$4,456.83 from the Children of First Responders, setting aside and restricting said funds until such time as a location and memorial project commences.

RECOMMENDATION: That the City Council:

1. Accept \$4,456.83 from the Children of First Responders, to be added to the \$8,524.02 previously presented to the City on June 16, 2020, for a total of \$12,980.85; and
2. Restrict said funds for the future use towards a memorial bench and mural in memory of Fire Captain Figueroa and Firefighter Jones at a location yet to be determined.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Approval of the Memorandum of Understanding Between the City of Porterville and the Tulare County Regional Transit Agency and Amendment 4 to the Transit Service Agreement

SOURCE: Public Works

COMMENT: On August 11, 2020, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake entered into a Joint Powers Agreement. The purpose of the Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency; "Tulare County Regional Transit Agency" (TCRTA). The General Provisions of the Agreement authorize the Tulare County Regional Transit Agency with full power and authority to own, operate, and administer the public transportation system within the jurisdictions of the member agencies.

In accordance with the Joint Powers Agreement, TCRTA drafted a Memorandum of Understanding (MOU) for public transportation services for the City of Woodlake. Staff from both parties collaborated and reached an agreement to the service plan. TCRTA will be responsible for the administration of the Woodlake Transit System and will also be responsible for contracting with a member agency to operate the Woodlake Transit System.

TCRTA and City staff collaborated and determined the City of Porterville is the most advantageous to provide fleet maintenance for the Woodlake fleet and utilize its third party contractor to operate the Woodlake transit service. The estimated annual cost to maintain the Woodlake transit fleet and operate the transit service is \$143,458. Of which, \$71,729 will be in transit fleet fuel and maintenance and \$71,729 in operations.

The attached draft Resolution, approving the draft Memorandum of Understanding between the City and the Tulare County Regional Transit Agency is attached. The draft Fourth Amendment for Transit Services with Sierra Management to include the Woodlake Transit operations is also attached.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving the Memorandum of Understanding between the City of Porterville and the Tulare County Regional Transit Agency and authorize the Mayor to execute the Resolution; and

2. Approve the draft Memorandum of Understanding between the City of Porterville and the Tulare County Regional Transit Agency to operate the Woodlake Transit System and authorize the City Manager to execute the Agreement; and

3. Approve the Fourth Amendment for Transit Services with Sierra Management and authorize the City Manager to execute the Agreement; and

4. Authorize the City Manager and City Attorney to make technical changes to the Memorandum of Understanding's and Agreements as required.

ATTACHMENTS:

1. Draft Resolution
2. Draft Memorandum of Understanding
3. Draft Agreement Fourth Amendment - Transit Service

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE
CITY OF PORTERVILLE AND THE TULARE COUNTY REGIONAL TRANSIT AGENCY**

WHEREAS, commencing on August 11, 2020, the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake entered into a Joint Powers Agreement to exercise their common powers by the formation and operation of a Joint Power Agency, "Tulare County Regional Transit Agency" (TCRTA), and authorize TCRTA with full power and authority to own, operate, and administer the public transportation system with the jurisdictions of the member agencies; and

WHEREAS, the City of Woodlake wishes to assign such responsibility to own, operate, and administer a public transportation system to TCRTA; and

WHEREAS, the TCRTA wishes to assume such responsibility to own, operate, and administer a public transportation system for the City of Woodlake in accordance with the Memorandum of Understanding (MOU); and

WHEREAS, the TCRTA is responsible for contracting with a member agency to provide fleet maintenance and operations of the Woodlake Transit System; and

WHEREAS, the City of Porterville has agreed to provide fleet maintenance and operations of the Woodlake Transit system on behalf of the TCRTA; and

WHEREAS, the Memorandum of Understanding between the TCRTA and the City of Porterville shall be presented to the governing body's for determination; and

WHEREAS, the City Council of the City of Porterville has received the herein referred to Memorandum of Understanding and accepts said Memorandum of Understanding as the statement by the Tulare County Regional Transit Agency of those matters in which it finds itself in agreement with the fleet maintenance and operation of the Woodlake Transit System;

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Porterville hereby accepts and approves the Memorandum of Understanding between the City of Porterville and the Tulare County Regional Transit Agency and the City Manager is hereby authorized and directed to carry out all of the provisions contained herein.

RESOLUTION NO. 2021-03

PASSED AND ADOPTED by the City Council of the City of Porterville, State of California, at a regular meeting of said Council held on May 18, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

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

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of May 17, 2021, by and between the **TULARE COUNTY REGIONAL TRANSIT AGENCY**, a joint powers agency (“TCRTA”), and the **CITY OF PORTERVILLE**, a California municipal corporation (“CITY”), TCRTA and CITY are each a “Party” and together are the “Parties” to this MOU, which is made with reference to the following:

WHEREAS, TCRTA is a public entity created by a Joint Exercise of Powers Agreement executed by the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, and Woodlake, and the County of Tulare as of the 11th day of August, 2020 (the “Joint Powers Agreement”); and

WHEREAS, the City of Woodlake wishes to assign its responsibility to own, operate, and administer a public transportation system to TCRTA; and

WHEREAS, TCRTA wishes to assume such responsibility, to own, operate, and administer a public transportation system from the City of Woodlake; and

WHEREAS, TCRTA is responsible for contracting with a member agency or a third party contractor to operate the City of Woodlake transit system; and

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

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

NOW, THEREFORE the Parties agree as follows:

1. CITY shall provide to TCRTA transit operation and maintenance services necessary for TCRTA to carry out the powers granted to TCRTA by the Joint Powers Agreement. Such services shall be provided to TCRTA under the general direction of TCRTA’s Executive Director.
2. In addition to the transit operation and maintenance services specified in Paragraph 1 above, TCRTA may authorize CITY to perform additional transit operation and maintenance services for TCRTA under this MOU.
3. If TCRTA should decide to acquire any equipment, materials, supplies, or transportation, and make such property of TCRTA’s available to CITY for use by CITY in performing services under this MOU, then TCRTA may do so.

4. CITY shall provide personnel and third party contractor personnel necessary to perform the services referred to in Paragraphs 1 and 2 above. Such personnel shall perform services for TCRTA on such days and at such hours as may be agreed upon by the TCRTA Executive Director.
5. TCRTA is required to prepare a Woodlake Transit Service budget and work program for each fiscal year. Such annual budget shall specify the reimbursement to be paid to CITY during the next fiscal year for services to be furnished under this MOU during the fiscal year. Such budgeted amount shall be taken into account the labor and materials of CITY and third party contractors who will be performing work for TCRTA, all incidental costs pertaining to such CITY and third party contractor employees such as, but not limited to, retirement and insurance contributions by CITY and third party contractors, operations and maintenance expense, costs of equipment and supplies to be acquired by CITY to perform the services, costs of supervisions, and all other incidental costs which will be incurred by CITY, so that the amount budgeted by TCRTA, so that the amount budgeted by TCRTA for payments to CITY will reasonably approximate the actual cost to CITY for providing such services during the fiscal year.
6. In rendering such services to TCRTA, the standards of performance, the assignment and discipline of employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in CITY. In the event of a dispute between the Parties concerning the extent of the duties and functions to be rendered under this MOU, or the level or manner of performance of such services, the determination of TCRTA's Executive Director or TCRTA's Board of Directors shall be final with regard to the services performed under this MOU.
7. To facilitate the performance of services under this MOU, it is agreed that CITY shall have full cooperation and assistance from TCRTA and its Governing Board.
8. All persons employed in the performance of services for TCRTA under this MOU shall be CITY or third party contractor employees.
9. TCRTA shall have no responsibility for the payment of any salaries, wages, or other compensation to any CITY or third party contractor personnel performing services for TCRTA pursuant to this MOU, or any liability other than provided for in this MOU. TCRTA shall not be liable for compensation or indemnity to CITY or third party contractor employee for injury or sickness arising out of his or her employment.
10. Pursuant to Sections 895-895.8 of the Government Code, CITY and its third party contractor shall indemnify and hold harmless TCRTA for any loss, damage or liability arising out of the performance of the duties of CITY or third party contractor employees for TCRTA pursuant to this MOU. However, CITY, its officers and employees, do not

indemnify TCRTA or assume any liability for intentional or negligent acts of TCRTA or its officers and employees.

11. This MOU shall become effective on July 1, 2021, executed by both Parties, and shall continue in effect until terminated. This MOU may be terminated by either party upon not less than thirty (30) day's advance written notice to the other Party, which notice shall specify the effective date of the termination and the reasons therefor.

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

CITY OF PORTERVILLE

**TULARE CONTY
REGIONAL TRANSIT AGENCY**

By _____
City Manager

By _____
Executive Director

ATTEST: City Clerk

Approved as to form: County Counsel

By _____

By _____

Approved as to form: City Attorney

By _____

**FOURTH AMENDMENT TO AGREEMENT
FOR TRANSIT SERVICE
RFP NO. 11/12-AC1764**

The City of Porterville Agreement with Tree's Sierra Management, Inc. to provide transit services, entered into on July 18, 2012, is amended on May 18, 2021, between the City of Porterville, hereinafter referred to as "CITY" and Tree's Sierra Management, Inc, hereinafter referred to as "SIERRA MANAGEMENT" with reference to the following:

WHEREAS, TCRTA desires to have CITY maintain the Woodlake transit fleet and utilize its third party agreement with Sierra Management to operate the Woodlake Transit Service; and

WHEREAS, CITY desires to amend its agreement with Sierra Management to include the Woodlake Transit operations; and

WHEREAS, SIERRA MANAGEMENT will fuel the Woodlake transit fleet at a local gas station and bill the City for fuel expenses; and

WHEREAS, SIERRA MANAGEMENT will bill the CITY at its fixed hourly cost of \$29.72 per revenue hours.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby accepts and approves the Fourth Amendment to Agreement for Transit Services, RFP No. 11/12-AC1764, and authorizes the City Manager to execute the Agreement.

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

CONTRACTOR:

Tree's Sierra Management, Inc.

By: _____
Steven E. Tree, President

CITY OF PORTERVILLE:

By: _____
Adrian Monte Reyes, Mayor

By: _____
John D. Lollis, City Manager

APPROVED AS TO FORM:

By _____
Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Consider Approval of an Agreement with the Porterville Unified School District for the Use of Vehicle Charging and Bus Wash Facilities

SOURCE: Public Works

COMMENT: The Porterville Unified School District (PUSD) has purchased six zero-emission battery-electric school buses to deploy throughout its service area. However, PUSD does not currently own an electric vehicle charging station capable of charging its new battery-electric fleet. Additionally, PUSD currently manually washes its fleet and desires the use of the City's automated bus wash facility to improve the cleaning of its vehicles.

Currently, the City has the capacity to accommodate PUSD's request to utilize the City's charging stations and bus wash facilities and has drafted the attached Agreement for the City Council's consideration.

If approved, PUSD will be billed on the actual-cost basis for charging and bus wash activities in accordance with Exhibit 1 of the Agreement. The current actual cost of the bus wash facility is \$3.40 per wash. The actual cost to charge an electric vehicle, between the hours of 8:00 AM and 4:00 PM is \$.10 per kWh, and \$.40 per kWh between 4:00 PM and 9:00 PM.

RECOMMENDATION: That the City Council:

1. Approve the Agreement between the City of Porterville and the Porterville Unified School District for the use of vehicle charging station and bus wash facilities; and
2. Authorize the City Manager to execute the Agreement on behalf of the City of Porterville.

ATTACHMENTS: 1. Draft Agreement

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

LICENSE AGREEMENT FOR USE OF VEHICLE CHARGING STATION AND BUS WASH FACILITIES

THIS AGREEMENT is made and entered into on _____, 2021 (“Execution Date”), by and between **CITY OF PORTERVILLE**, a municipal corporation (“CITY”), and the **PORTERVILLE UNIFIED SCHOOL DISTRICT**, a school district (“PUSD”).

RECITALS

WHEREAS, CITY constructed ~~a vehicle charging station facility~~^{iesy} (“Charging Stations”) at its City Corporation Yard ~~and, and~~

~~**WHEREAS**, CITY constructed a vehicle charging station facility (“Charging Station”) at its Downtown Transit Center, and~~

WHEREAS, CITY constructed a bus wash facility (“Bus Wash”) at its Bus City Corporation Yard, and

WHEREAS, the parties are authorized by Government Code section 6500, et seq. to share common powers, and

WHEREAS, CITY desires to allow PUSD to use the Charging Stations and Bus Wash and obtain the benefit of the lower Charging and Bus Wash prices paid by CITY.

NOW THEREFORE, THE PARTIES DO HEREBY AGREE^S AS FOLLOWS:

Subject to the conditions, stipulations and provisions set forth below, CITY hereby grants temporary and revocable non-exclusive permission to PUSD to enter CITY’s City Corporation Yard at 555 N. Prospect Street, Porterville, CA and CITY’s Downtown Transit Center at 61 W. Oak Avenue, Porterville, CA (the “Premises”) to use the Charging Stations and Bus Wash Facilities.

1. The term of this Agreement will commence upon execution by CITY, and terminate 3 years later unless sooner terminated as provided herein.
2. PUSD desires to enter upon the Premises solely at its own risk to use CITY’s Charging Stations and Bus Wash.
 - a) PUSD or its agents may not do or perform any activities on the Premises other than using the Charging Stations and Bus Wash. CITY may terminate this Agreement if PUSD performs unauthorized activities.

- b) PUSD will provide a list of vehicles that will be using the Charging Stations and Bus Wash. CITY will track charging session and bus wash activities by vehicle number and/or fuel card.
 - c) Prior to using the Charging Stations and Bus Wash, each employee who will be engaged in charging and bus wash activities must receive CITY training, estimated to take less than 1 hour. Training must be scheduled during weekdays.
 - d) Charging Session²s and Bus Wash^es may be performed 7 days a week, between 8:00 am to 4:00 pm; this schedule shall apply to, at both locations all “Premises” stipulated in this agreement. CITY may authorize other public agencies to use the charging stations and bus wash facilities as well and will work with all authorized users to coordinate charging and washing times to avoid delays.
 - e) PUSD or its contractors do not have the right to store any equipment or materials on the Premises. PUSD or its contractors must immediately repair any damage to the Premises resulting from any activities performed pursuant to this Agreement.
3. During the term of this Agreement, CITY may make additional Charging Stations available for use by PUSD. Any such approval will be subject to approval by the Federal Transit Administration of charging vehicles by other public agencies at the location. CITY, in its sole discretion, may provide written notice to PUSD of the availability of the additional Charging Station. Unless otherwise stated in the written notice, use of the additional Charging Station will be subject to all of the terms and conditions set out in this Agreement. In addition, use of the additional Charging Station may be conditioned on the acceptance of additional terms and conditions, to be set out in the notice, that are applicable. CITY does not warrant or guarantee that the additional Charging Station will be available during the term of this Agreement.
4. PUSD will be billed on the actual-cost basis for charging and bus wash activities in accordance with Exhibit 1. The charges are calculated to~~Components of cost~~ include: electricity costs, SCE transportation and demand costs, maintenance fees, and administrative costs. PUSD will be billed monthly in arrears for all charging and bus wash costs incurred in the prior month. All invoices must be paid within 30 days of~~after~~ receipt. Upon request by PUSD, CITY will provide appropriate supporting documentation of its costs.
5. CITY intends to claim title to applicable clean fuels credits, low-carbon fuel standard credits, renewable fuels credits, emissions reduction units, carbon offsets, allowances, renewable fuel and/or obligation certificates, or similar regulatory compliance instruments,

collectively, used to comply with applicable federal and state emissions, low-carbon fuel, and/or renewable fuel compliance programs generated by CITY ~~e~~Charging ~~s~~Stations.

6. CITY will not assume any responsibility for, or to protect against any loss, damage, theft or vandalism of any property or material that PUSD may place upon the Premises.
7. Entry by PUSD and its contractors onto the Premises under this Agreement will be deemed an acknowledgment by PUSD that any dangerous condition or defect upon the Premises is known to PUSD.
8. PUSD and its agents must comply with all statutes, ordinances, regulations, rules, guidelines and other laws which apply to its activities under this Agreement. All activities must be conducted in accordance with good and safe business practices so as to minimize interference with the use, enjoyment and conduct of any other activity upon the Premises.
9. To the fullest extent permitted by law, ~~Each party~~PUSD shall defend, indemnify and hold harmless ~~CITYthe other party~~, its officers, employees, agents and volunteers (“~~City~~ ~~I~~ndemnitees”), from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorney’s fees and costs of litigations, (“claims”), arising out of or resulting from the performance of this MOU, ~~or out of PUSD’s operations or use of the City’s Charging Station or the property where it is located, including the City’s active or passive negligence~~, except for such loss or damage arising from the sole negligence or willful misconduct of the ~~indemnifying party~~CITY. In the event the ~~City~~Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from ~~PUSD’s the indemnifying party’s~~ performance of this Agreement, ~~the indemnifying party~~PUSD shall provide a defense to the ~~City~~Indemnitees, or ~~at Indemnities’any the City’s~~ option, reimburse the ~~City~~Indemnitees their costs of defense, including reasonable legal counsels’ fees, incurred in defense of such claims.

The foregoing requirements are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by ~~the parties~~PUSD pursuant to this Agreement, including , but not limited to, the provisions concerning insurance.

10. ~~Each party acknowledges that the other party~~CITY ~~acknowledges that PUSD~~ is a self-insured public entity. Within 30 days of execution of this Agreement, ~~each party~~PUSD shall provide ~~the other party~~CITY with a letter of self-insurance stating that ~~the party~~PUSD’s self-insurance program adequately protects against liabilities and claims arising out of the performance of this Agreement.

Nothing in this Agreement is intended to make the public or any member thereof a third-party beneficiary hereunder, nor is any term or condition or other provision of this

Agreement intended to establish a standard of care owed to the public or any member thereof.

The foregoing requirements are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by PUSD pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

11. Either party may terminate this Agreement for convenience with 60 day's advance written notice. In addition, CITY may terminate this Agreement for breach, effective immediately, if (a) CITY has given written notice to PUSD of a breach of this Agreement and (b) the breach remains uncured 30 days after the date of the notice; however, if such breach is capable of cure but cannot be cured during such 30-day period, no event of default will occur so long as PUSD is diligently attempting to cure and does so within such additional period of times as is approved in writing by CITY.
12. All notices and other communications under this Agreement will be in writing and will be deemed to have been duly given on the date of delivery, if delivered personally to the party to whom notice is given, or if made by email directed to the party to whom notice is to be given at the email listed below. Notices and other communications will be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its email, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

CITY: City of Porterville
 Attn: Field Services Manager
 555 N. Prospect St.
 Porterville, CA 93257
 Phone: (559) 782-7448
 Email: rtree@ci.porterville.ca.us

PUSD: Porterville Unified School District
 Attn: Assistant Superintendent Business Services
 600 W. Grant Ave.
 Porterville, CA 93257
 Phone: (559) 793-2450
 Email: brohrbach@portervilleschools.org

13. This Agreement is not assignable without CITY's prior written permission, and such written permission may be withheld for any reason.

14. This Agreement is binding upon, inures to the benefit of, and is enforceable by, the parties hereto and their respective beneficiaries, devisees, legatees, heirs, executors, estates, administrators, employees, officers, directors, shareholders, agents, attorneys, insurers, representatives, successors-in-interest and assigns.
15. All warranties, indemnities and waivers of rights contained in this Agreement will survive the expiration, termination or cancellation of this Agreement.
16. This Agreement constitutes the entire agreement between the parties with respect to the matters described herein. This agreement may be modified only in writing, signed by both parties.
17. This Agreement will be governed by and construed in accordance with the laws of the State of California. This Agreement is entered into to be performed in Tulare County, California. To the fullest extent permitted by law, the parties waive the venue removal provisions set forth in California Code of Civil Procedure Section 394.
18. The parties have each carefully reviewed this Agreement and have signed to each term of this Agreement. No ambiguity will be presumed to be construed against any party.
19. Each of the signatories to this Agreement represent that they are authorized to sign the Agreement on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove appearing.

CITY OF PORTERVILLE

PORTERVILLE UNIFIED SCHOOL DISTRICT

By: _____

John D. Lollis
City Manager

By: _____

Nate Nelson
Superintendent

Approved as to Legal From:

By: _____
Julia Lew, City Attorney

EXHIBIT 1
VEHICLE CHARGING AND BUS WASHING PRICING

Disclaimer: All pricing is subject to change should CITY's costs or pricing change. As noted below, the predictable changes have been noted. If there is any unexpected change, all agencies using CITY's charging stations or bus wash will be notified in advance of the changes.

CITY pricing for Vehicle Charging from CITY's charging station facilities is to recover all of its costs and associated maintenance apportioned to the amount of Charging as set forth below.

CITY prices for Bus Washing from CITY bus wash facilities is to recover all of its costs and associated maintenance apportioned to the amount of Bus Wash as set forth below.

Price per kWh	Price per Bus Wash
<u>\$.10*</u>	\$3.40

* The price per kWh between the hours of 4:00 p.m. and 9:00 p.m. shall be \$.40.

Note: Insurance and safe use requirements are covered in the Agreement.



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Fire Department Reorganization and SART Staffing Recommendations

SOURCE: Fire

COMMENT: On April 9, 2021, the Library Incident Multi-Agency Serious Accident Review Team (SART), released its investigation report of the catastrophic Porterville Library fire of February 18, 2020, which included twenty-seven (27) items in the Findings and Recommendations Chapter. Item #26 of the Findings and Recommendations relate to Staffing and Effective Firefighting Force, which is also identified by the National Institute for Occupational Safety and Health (NIOSH) Firefighter Fatality Investigation and Prevention Program as one of the ten (10) most common categories of measures to reduce or prevent line of duty deaths.

The SART found that the Porterville Fire Department did not meet the minimum staffing levels as outlined by National Fire Protection Association (NFPA) 1710. Currently, the City's minimum daily staffing response to a working fire is eleven (11) shift personnel and one firefighter from the Tulare County Fire Department through automatic aid. The minimum total number of firefighters at the scene in the first ten (10) minutes is twelve (12), which is four personnel short of the NFPA standard, which also states that a minimum of four personnel should staff each engine or truck company. The Porterville Fire Department's current minimum staffing is two stations staffed with three person engine companies and one station with four personnel where the crew is a split crew (a two person staffed engine and a two person staffed patrol).

The SART further opined that a Fire Chief cannot effectively oversee both the administrative duties and the emergency operations of a fire department concurrently. Industry best practices for a medium sized city such as Porterville dictate that a 40-hour supervisory position be inserted below the Fire Chief in the chain of command and above shift Battalion Chiefs, for purposes of overseeing the fire suppression responsibilities of a fire department.

The SART recommended that the Fire Department increase minimum staffing levels to meet NFPA 1710 minimums for effective firefighting force, add a 40-hour chief officer position to oversee the emergency operations division of the Department, and evaluate and update auto and mutual aid agreements to increase the number of firefighters in the first alarm. The Fire Chief has already begun discussing potential amendments to auto and mutual aid agreements with neighboring departments. However, more important to meeting the SART recommendations and NFPA 1710 standards is the opportunity to reorganize

and expand staffing in the Department.

The Department has reviewed opportunities to expand minimum staffing to comply with the SART recommendations while still maintaining a fiscally responsible budget. One goal of the proposed reorganization is to add six new firefighting positions to the Department, resulting in an increase of two firefighters per shift. This would result in the Department meeting the NFPA standard to have a minimum of four personnel per engine company; when fully staffed, the shift would also meet the recommended minimum staffing of 16 personnel on scene within the first ten (10) minutes. In April, staff submitted an application to the Federal Emergency Management Agency for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant. If awarded, the SAFER grant would fully fund these six new firefighter positions for the first three years, after which funding would be proposed to be appropriated through Measure I funds. The SAFER grant is very specific in how awarded funds can be spent: the application specifies that the grant would fund new firefighter positions. For this reason, staff recommends the hiring of these six positions upon the announcement of the grant awards, which is expected in the early Fall of this year.

In addition to the six firefighter positions for emergency response, as noted above, the SART recommended the addition of a 40-hour chief officer position to oversee the emergency operations division of the Department. This new position, a Deputy Fire Chief, would oversee the Department's fire suppression responsibilities, and would supervise the on-shift Battalion Chiefs and report to the Fire Chief. The proposed job description for this new position is attached to this report, and the position would be established at salary range 259 of the City's Employee Pay & Benefit Plan. This position would be funded through Measure I revenues. Staff requests that this position be filled immediately, as soon as a recruitment effort can be completed, to begin assuming some of the Fire Chief's operational responsibilities, allowing both the Fire Chief and Deputy Fire Chief to focus on implementing the remaining SART recommendations as soon as possible.

Establishing a new Deputy Fire Chief position would create compaction within the allocated positions of the Fire Department. Due to the compaction, it is recommended that the salary range for Fire Chief be adjusted by nine percent (9%), from range 260 to range 269 to allow for a ten percent (10%) differential between the positions.

RECOMMENDATION: That the City Council:

1. Approve the addition of six new firefighter allocations;
2. Approve the creation of a new Deputy Fire Chief position at salary range 259 (\$8,671 - \$10,580);
3. Approve that a range adjustment be made to the position of Fire Chief from salary range 260 to 269 (\$9,578 - \$11,689); and
4. Authorize Administrative Services staff to amend the documents necessary to implement the proposed changes.

ATTACHMENTS: 1. Job Description: Deputy Fire Chief

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager

DEPUTY FIRE CHIEF

DEFINITION

Under general direction by the Fire Chief, plans, directs, supervises, and coordinates the City's fire protection services; acts for the Fire Chief in their absence; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This class is distinguished from the Fire Chief by its emphasis on providing hands-on departmental direction, whereas the Fire Chief provides strategic, long-term planning extending beyond the scope of departmental administration. Plans, organizes and directs the work of safety and non-safety personnel assigned to either the Fire Safety or Prevention and Enforcement Divisions; positions in this class have considerable independence in determining performance methods from a variety of standard methods and procedures. Incumbents report directly to the Fire Chief receiving general direction to develop and implement work plans defining the goals and objects of the organization's strategic plan. Incumbents are expected to resolve problems confronted through the application of judgment and precedent. Incumbents are expected to develop and recommend new procedures when solutions are inconsistent with departmental procedures and policies. Incumbents will work schedule/hours as assigned by the Fire Chief; and performs related duties as required.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by the employee of this class. Not all assigned duties may be listed and some assigned duties may not be listed below.

1. Assist the Fire Chief in development and administration of rules, regulations, policies, and procedures. Create the departmental strategic plan, standards of cover, and fire service accreditation requirements; review the effectiveness of such plans and recommend changes as necessary.
2. Provide policy direction to department's management team to enable them to make operational decisions. Ensure coordination of operations for activities integrating two or more functions; designate responsibility in areas of functional overlap; evaluate and recommend changes in organization and allocation of staff and equipment in order to meet operational needs.
3. Oversee special projects.
4. Monitor revenues and expenditures to ensure departmental compliance with budget; evaluate the effectiveness of departmental performance measures and recommend changes and/or improvements as needed.
5. Advocate the Fire Department's position to City Council, various boards, commissions, county departments, community groups, outside agencies, and the media.
6. Assumes command at or advises incident commander at major emergencies. Be available to serve the California Office of Emergency Services on out-of-County runs in the role of Strike Team Leader as needed, and be available to cover shifts for Battalion Chiefs as needed.

7. Act as department head in Fire Chief's absence; provide leadership and direction for the department and in the area of public fire safety during the Fire Chief's absence; and perform related work as required.
8. Represents and supports the policies and procedures established by the City Council and City Manager.

EMPLOYMENT STANDARDS

Education and/or Experience

Certified by the California State Board of Fire Services as a Chief Officer/Chief Fire Officer and in possession of all lower certifications. Graduation from an accredited college with an Associate's degree, a Bachelor's degree preferred, in public or business administration, fire science, fire administration, organizational leadership, or a similarly related field, including coursework in fire science and five years of progressively responsible leadership experience that provides the desired knowledge and abilities.

Knowledge of:

Principles, practices, and techniques of fire science and administration; causes, prevention, and control of fire; codes, laws, and regulations related to fire suppression and prevention; public education techniques; supervisory and public relations techniques; interagency communications and assistance techniques and practices; municipal organization and administration; principles and practices of fire department administration; arson investigation techniques; physical layout and composition of the City including special fire problems; administrative procedures and techniques; personnel administration and due process rights of employees concerning disciplinary action.

Ability to:

Develop comprehensive plans to satisfy future needs for department service; learn, interpret, explain and apply laws, regulations, rules, department policy and procedures; think and act appropriately in emergency situations; supervise the work of others; plan, organize, assign, and direct the activities and development of department staff, understand and follow verbal and written directions; write clear, concise, and accurate reports; use and care for department equipment; establish and maintain effective working relationships with superiors, peers, subordinates, and the general public, communicate effectively, both verbally and in writing; analyze situations and resolve through established policy; make public presentations.

Special Requirements

Possession of, or ability to obtain and maintain a valid California Driver's License, and a good driving record. Possession of a valid CPR Certificate.

All public safety employees of the Porterville Fire Department must reside within a distance of 45 air miles from the most current City limits. Newly appointed personnel must abide by this policy within 4 months after appointment.

Physical Demands

Strength, stamina and dexterity to sit in vehicles operating on rough roads, wild land areas and off road terrain; withstand extended periods of physical exertion; walk on uneven or slippery surfaces; move from place to place within the fire station and at emergency sites; repeatedly stoop, stand and sit. Dexterity and coordination to handle fire equipment, apparatus and large and small tools, occasional lifting of objects weighting up to 50 lbs.; strength to move the weight of an average human body; reach for items above the head and below the feet; climb up and down ladders; enter confined spaces and other areas; and visual acuity sufficient to read gauges and observe conditions at emergency sites in a variety of lighting conditions, including bright light, low light, and low visibility conditions.

WORKING CONDITIONS

Work in outdoor and indoor environments with intermittent to frequent exposure to a variety of extreme weather conditions including heat, rain, snow, cold, wind and dust. Work under significant risk conditions such as fire, injury and death. Occasional work in confined areas. Work is typically performed independently. Exposure to hazardous materials.

Date Adopted: May 18, 2021



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Amendment to Employee Pay and Benefit Plan - Management & Confidential Series

SOURCE: Administrative Services

COMMENT: Within the scope of the Meyers-Milias-Brown Act, City representatives have concluded labor negotiations with the Management and Confidential Series ("MCS"). City representatives and MCS have reached an agreement, and a written Memorandum of Understanding ("MOU") has been executed restating current benefits as well as amendments pertaining to wages, benefits and working conditions.

City Council acceptance and approval of an executed MOU is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents that are necessary to implement the points of agreement contained in the MOU.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving the negotiated changes to the Employee Pay and Benefit Plan pertaining to the Management and Confidential Series; and
2. Direct Administrative Services Department staff to amend all other documentation as may be necessary to document and implement said negotiated changes.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
PERTAINING TO MANAGEMENT AND CONFIDENTIAL SERIES EMPLOYEES

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Management and Confidential Series ("MCS") for the period from July 1, 2020, until June 30, 2022, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan for employees holding positions represented by the aforementioned recognized employee organization, is hereby amended as follows:

I. TERM OF MEMORANDUM OF UNDERSTANDING

Two (2) years, from July 1, 2020 through June 30, 2022.

II. SALARY

Effective retroactively to July 1, 2020, Management and Confidential Series employees shall receive a one percent (1%) salary increase.

Effective July 1, 2021, Management and Confidential Series employees shall receive a one percent (1%) salary increase.

III. ADJUSTMENTS TO POSITION PAY PLAN

In an effort to ensure MCS positions with similar duties and responsibilities receive equitable pay, a comprehensive review was conducted and several positions were identified as requiring adjustment. Effective retroactively to January 1, 2021, the following MCS positions shall have the salary ranges adjusted as follows:

IV.	Position	Current Range	Proposed Range
	Information Technology Manager	220	237
	Parks & Leisure Services Specialist	188	207
	Deputy City Clerk	178	196
	Library Supervisor II	178	179
	Leisure Services Supervisor	177	179
	Library Supervisor I	166	168

2022/2023 NEGOTIATIONS

Labor Negotiations for the 2022/2023 Fiscal Year shall begin no later than March 1, 2022.

V. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

All other terms and conditions previously negotiated and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and MCS.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

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PASSED, APPROVED AND ADOPTED this ____ day of May, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Amendment to Employee Pay & Benefit Plan - Porterville City Employees Association

SOURCE: Administrative Services

COMMENT: Within the scope of the Meyers-Milias-Brown Act, City representatives have concluded labor negotiations with the Porterville City Employees Association ("PCEA"). City representatives and PCEA have reached an agreement, and a written Memorandum of Understanding ("MOU") has been executed restating current benefits as well as amendments pertaining to wages, benefits and working conditions.

City Council acceptance and approval of an executed MOU is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents that are necessary to implement the points of agreement contained in the MOU.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving the negotiated changes to the Employee Pay and Benefit Plan pertaining to the Porterville City Employees Association; and
2. Direct Administrative Services Department staff to amend all other documentation as may be necessary to document and implement said negotiated changes.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
PERTAINING TO PORTERVILLE CITY EMPLOYEES ASSOCIATION

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Porterville City Employees Association ("PCEA") for the period from July 1, 2021, until June 30, 2022, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan for employees holding positions represented by the aforementioned recognized employee organization, is hereby amended as follows:

I. TERM:

One (1) year, from July 1, 2021 through June 30, 2022.

II. SALARY:

Effective July 1, 2021, PCEA employees shall receive a one percent (1%) salary increase.

Effective October 1, 2021, PCEA employees shall receive a one percent (1%) salary increase.

III. 2022/2023 NEGOTIATIONS:

Labor negotiations for the 2022/2023 Fiscal Year shall begin no later than March 1, 2022.

IV. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS:

All other terms and conditions previously negotiated and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and PCEA.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED AND ADOPTED this ____ day of May, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Amendment to Employee Pay & Benefit Plan - Public Safety Support Unit

SOURCE: Administrative Services

COMMENT: Within the scope of the Meyers-Milias-Brown Act, City representatives have concluded labor negotiations with the Public Safety Support Unit ("PSSU"). City representatives and PSSU have reached an agreement, and a written Memorandum of Understanding ("MOU") has been executed restating current benefits as well as amendments pertaining to wages, benefits and working conditions.

City Council acceptance and approval of an executed MOU is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents that are necessary to implement the points of agreement contained in the MOU.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving the negotiated changes to the Employee Pay and Benefit Plan pertaining to the Porterville City Employees Association; and
2. Direct Administrative Services Department staff to amend all other documentation as may be necessary to document and implement said negotiated changes.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
PERTAINING TO PUBLIC SAFETY SUPPORT UNIT

WHEREAS, the City Council has determined and reiterated that an Employee Pay and Benefit Plan, Classification Plan, Personnel System Rules and Regulations, Health Plan and Retirement Plan are essential for the proper administration of the City's affairs, including employee recruitment and retention, and for proper supervision of City Employees; and

WHEREAS, the City Council recognizes the necessity of amending and/or changing the contents of such plans and regulations from time to time, and of executing instruments to implement and to keep the provisions thereof current, and to maintain the relevancy of the same; and

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Public Safety Support Unit for the period from July 1, 2021, until June 30, 2022, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan for employees holding positions represented by the aforementioned recognized employee organization, is hereby amended as follows:

I. TERM:

One (1) year, from July 1, 2021 through June 30, 2022.

II. SALARY:

Effective July 1, 2021, PSSU employees shall receive a one percent (1%) salary increase.

Effective October 1, 2021, PSSU employees shall receive a one percent (1%) salary increase.

III. 2022/2023 NEGOTIATIONS:

Labor negotiations for the 2022/2023 Fiscal Year shall begin no later than March 1, 2022.

IV. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS:

All other terms and conditions previously negotiated and subsequently approved and implemented by appropriate authority shall, unless herein expressly modified or eliminated, remain in full force and effect until such time as they are subsequently modified or eliminated through the meet and confer process and mutually agreed upon by the City and PSSU.

BE IT FURTHER RESOLVED that the Mayor of the City of Porterville is hereby authorized to execute those documents as are necessary to implement the provisions hereof.

PASSED, APPROVED AND ADOPTED this ____ day of May, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MAY 18, 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 May 4, 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 continued to work with County staff toward the transfer of the well's ownership from the County to the City, which at its meeting on April 20, 2021, the Council approved the draft Transfer Agreement subject to the City Attorney's final form.

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
8. City-County Well Draft Transfer Agreement

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

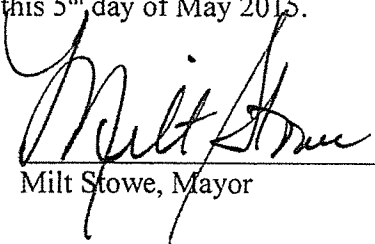
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

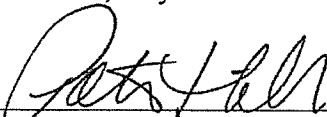
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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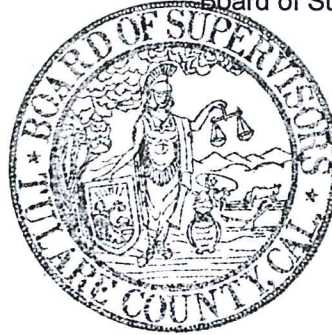
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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

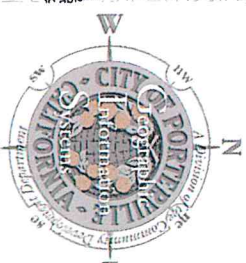
ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'



 East Porterville Project Boundary

CityLimits

UDB

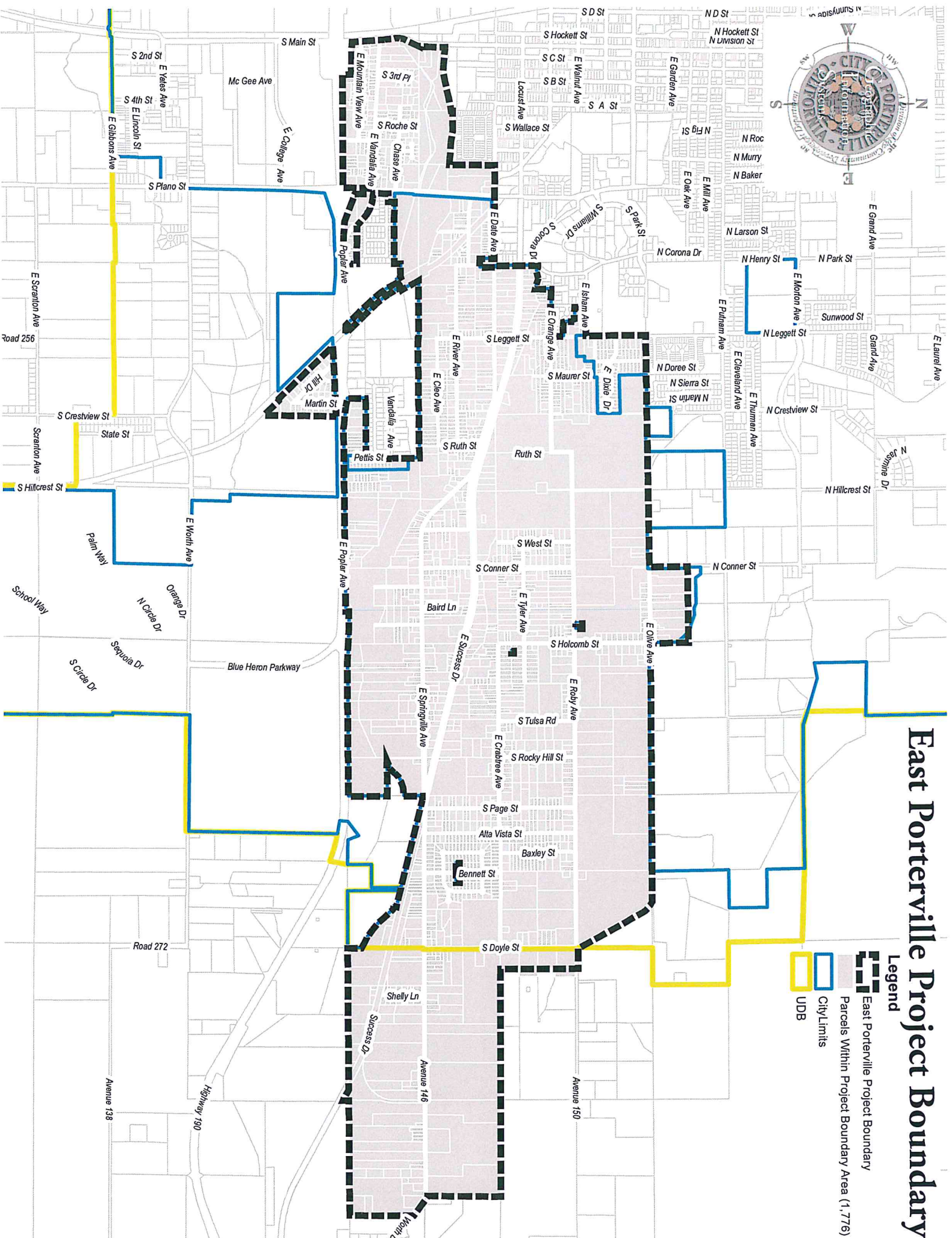


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

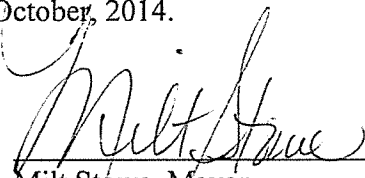
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

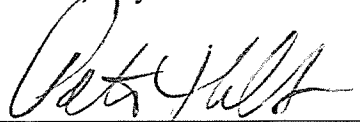
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

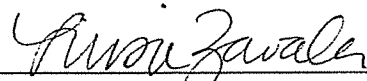
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

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

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

East Porterville Properties



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

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

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

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

JOHN D. LOLLIS, City Clerk

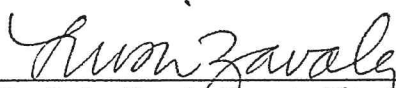

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

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



**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



CITY COUNCIL AGENDA – MAY 18, 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:

1. Adopt the draft Ordinance repealing and replacing Chapter 2, Article IX, of the Porterville Municipal Code, Internal City Audits, give first reading by title only, and order the Ordinance to print; and
2. Appoint one additional Council Member to the Internal Audit Committee to serve upon the draft Ordinance becoming effective.

ATTACHMENTS:

1. Draft Ordinance
2. Ordinance 1703 - Redline

Appropriated/Funded:

Review By:

Department Director:
John Lollis, City Manager

Final Approver: John Lollis, City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
REPEALING AND REPLACING CHAPTER 2, ARTICLE IX, INTERNAL CITY
AUDITS, OF THE PORTERVILLE MUNICIPAL CODE**

WHEREAS, in order to enhance participation and continuity, the City Council desires to modify the composition of the City's Internal Audit Committee.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE
DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 2, Article IX, Internal City Audits, of the Porterville Municipal Code, is repealed in its entirety and replaced with the following:

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 two (2) members of the city council, one (1) member of the public, the city manager, the city attorney, and the Finance Director.

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.

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ADOPTED, SIGNED AND APPROVED this _____ day of May, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk

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 ~~one (1) member~~ **two (2) members** of the city council, one (1) member of the public, the city manager, the city attorney, and the ~~chief financial officer~~ **Finance Director**.

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 _____ day of May, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Renewal of Body Worn Camera Contract with Axon Enterprise, Inc.

SOURCE: Police

COMMENT: At its meeting on September 6, 2016, the City Council authorized the Police Department to implement a body worn camera program and to enter into a five year contract with Taser International for fifty-seven (57) cameras and Tasers, associated equipment and unlimited video storage for the cameras. The annual cost for this program was approximately \$67,000. With the passage of Measure I and additional personnel, the Department purchased fifteen (15) new body worn cameras and Tasers, at an additional approximate cost of \$20,000 and for a total annual cost of approximately \$87,000.

The current contract with Taser International, which underwent a name change to Axon Enterprise, Inc., is set to expire in October 2021 and Department staff have been negotiating a new contract. However, there is a significant price increase associated with entering a new contract with Axon International, Inc., partially due to additional services that have been added to the program.

To renew the body worn camera program with Axon Enterprise, Inc., the annual cost would be \$150,216.60. As before, this would provide a body worn camera with unlimited video storage, and a Taser to all Sergeants and Officers in the Department. It also allows for two or three (dependent on staffing levels) “spare” body cameras, which are supplied at no cost. Spare body cameras are necessary for immediate replacement should a camera become inoperable, and for Reserve Officers and Patrol Lieutenants to use as needed when operating in the field. An additional eleven (11) administrator licenses are included for Command and IT staff to manage the program.

Although significantly more expensive, the new contract with Axon Enterprise, Inc, also allows for several additional services that have been developed in the last five years and are part of the package agreement. Under the new agreement, the following additional services are included:

- Updated body worn camera every two and one-half years.
- Updated Tasers midway through the contract (year five).
- Free Taser Cartridges (training and duty), and battery replacements.
- Free Taser training body suit and yearly Taser Instructor training courses for a Department Use of Force Trainer.
- Docking and charging system for Tasers, including downloads and storage of usage data.

- Auto Tagging – By connecting to our CAD/RMS program, Officers no longer have to spend valuable time “tagging” or applying the associated incident number and call type to each recording. It will be done automatically through the CAD/RMS system.
- Signal Sidearm – Whenever a firearm is removed from a holster by an Officer, a signal will automatically activate all body cameras in the vicinity in the event that an Officer has neglected to activate their body camera.
- Taser Camera Activation – As with Signal Sidearm, whenever a Taser is powered on, a signal will automatically activate all body cameras in the vicinity in the event that an Officer has neglected to activate their body camera.
- Respond – All body cameras will be GPS enabled to allow for Communications to know the location of an Officer in the event they are unable to provide their location.
- Fleet Signal – Similar to Signal Sidearm, an Officer’s body camera will be automatically activated when an Officer turns on their emergency lighting system in their units.
- Licensing and unlimited video storage for video related to the recently authorized unmanned aerial vehicle (UAV) program.

In addition to the above, with this new contract, the Department will be transitioning to unlimited storage for evidence photographs, which also is included. Currently, Officers are utilizing point and shoot cameras to document crime scenes and other photographic evidence. The storage of these items are expensive, requiring periodic increases in the Department's storage capacity. It also takes time for Officers to transfer the photographs from the cameras to the storage system. By utilizing the unlimited storage opportunity with Axon Enterprise, Inc., Officers can upload the photographs directly from the device to the cloud utilizing Wi-Fi and the photographs will automatically attach to the incident, along with the body camera footage. In the future, all associated photographs and video will be stored together.

While the above services are included in the renewal, there is another service the Department is requesting the Council to consider. This service is the addition of Fleet cameras to the Axon Enterprise, Inc. contract. Fleet services is the installation and use of cameras in each patrol unit. This equipment include a camera to view the roadway in front of the vehicle, as well as an integrated License Plate Reader camera. A second camera captures activity in the rear passenger seat of the patrol unit. There are a number of functions that are part of this service.

- The camera operates on a twenty-four (24) hour loop that can be accessed in the event a complaint is made or there is another need to review the video.
- The cameras automatically create a downloadable incident recording when the emergency lights or siren is activated, a designated speed is exceeded, a crash occurs, or the gunlock is released.
- A downloadable incident recording is initiated when a subject is placed into the rear passenger seat of the vehicle.
- Hardware updates at year five and ten (10).
- Livestream of cameras can be accessed by Command Staff during an incident.

- Axon Citizen One on One; gives officers and Administration the ability to send an email or text message to a citizen so they can share evidence with the Department, applicable to doorbell or surveillance cameras, cell phones, etc.

Based on the above, the Department is requesting approval to enter a ten (10) year contract with Axon Enterprise, Inc., for the continuation of the body worn camera program, effective July 1, 2021. By increasing the time frame for the contract, the Department will avoid another increase in costs in five years. The cost for the first year of the contract will be \$139,256.10 (including tax), and each subsequent year will be \$150,216.60 (including tax).

The Department is also requesting that Council consider authorization to enter into a contract with Axon Enterprise, Inc. that includes the addition of Fleet cameras. With the addition of fleet cameras to the body worn cameras only contract, the cost for the first year of the contract will be \$261,965.70 (including tax), and \$272,926.20 for years two thru five. Years six through ten would be \$232,678.50. Due to the multiple year contract for fleet cameras, the first five years are given a ten percent (10%) discount and years six thru ten (10) are given a fifteen percent (15%) discount.

Funding for either contract will be available in Department budgets.

RECOMMENDATION: That the City Council:

- 1) Authorize the Police Department to enter into a ten (10) year contract with Axon Enterprise, Inc.; and
- 2) Give direction to the Police Department in the determination to enter a contract with Axon Enterprise, Inc. for body worn cameras, or a contract with Axon Enterprise, Inc. for both body worn cameras and fleet cameras; and
- 3) Authorize the Police Department to sign all necessary documents to renew the contract and make payments per the contract language.

ATTACHMENTS:

1. Axon Enterprise, Inc. Quote - Body Cameras
2. Axon Enterprise, Inc. Quote - Body and Fleet Cameras
3. Axon Master Services and Purchasing Agreement

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager



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

Q-291704-44314.933KP

Issued: 04/28/2021

Quote Expiration: 06/30/2021

Account Number: 148556

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

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

BILL TO

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

SALES REPRESENTATIVE

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

PRIMARY CONTACT

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

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	120	33	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120	11	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	120	1	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120	70	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	120	70	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	120	210	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	120	70	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	120	70	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	120	70	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	120	70	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER		60	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		70	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER		10	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		70	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		70	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		210	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		210	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		140	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		35	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		35	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		140	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		140	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		84	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		84	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		6	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		6	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		6	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	300.00	300.00	300.00
74200	TASER 7 6-BAY DOCK AND CORE		1	1,500.00	1,500.00	1,500.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	43.90	43.90	43.90

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
20320	AXON CORE + PLAN WITH T7 CERT HEADER		70	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,618.70	113,309.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
12338	AXON AIR EVIDENCE.COM LICENSE	120	6	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	1,388.55	8,331.30
73827	AB3 CAMERA TAP WARRANTY	12	6	0.00	0.00	0.00
Services						
85144	AXON STARTER		1	2,750.00	0.00	0.00
85147	CEW STARTER		1	2,750.00	0.00	0.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
Subtotal						128,632.20
Estimated Shipping						0.00
Estimated Tax						10,623.90
Total						139,256.10

Year 1 - TAP Refresh

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		64	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		70	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		64	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		64	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		8	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		70	0.00	0.00	0.00

Year 1 - TAP Refresh (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		64	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	64	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	64	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	8	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		8	0.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		2	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		2	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		2	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		2	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		2	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	2	0.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12338	AXON AIR EVIDENCE.COM LICENSE	111	2	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
Subtotal						138,639.30
Estimated Tax						11,577.30
Total						150,216.60

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		140	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		140	0.00	0.00	0.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73309	AXON CAMERA REFRESH ONE		70	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		8	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
Subtotal						138,639.30
Estimated Tax						11,577.30
Total						150,216.60

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
Subtotal						138,639.30
Estimated Tax						11,577.30
Total						150,216.60

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73310	AXON CAMERA REFRESH TWO		70	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		8	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
Subtotal						138,639.30
Estimated Tax						11,577.30
Total						150,216.60

Year 6

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
Subtotal						138,639.30
Estimated Tax						11,577.30
Total						150,216.60

Year 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
Subtotal						138,639.30
Estimated Tax						11,577.30
Total						150,216.60

Year 8

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73345	AXON CAMERA REFRESH THREE		70	0.00	0.00	0.00
73345	AXON CAMERA REFRESH THREE		2	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
Subtotal						138,639.30
Estimated Tax						11,577.30
Total						150,216.60

Year 9

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
Subtotal						138,639.30
Estimated Tax						11,577.30
Total						150,216.60

Year 10

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73346	AXON CAMERA REFRESH FOUR		70	0.00	0.00	0.00
73346	AXON CAMERA REFRESH FOUR		2	0.00	0.00	0.00
72040	FLEET REFRESH, 2 CAMERA KIT		50	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
Subtotal						138,639.30
Estimated Tax						11,577.30
Total						150,216.60

Grand Total 1,491,205.50



Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	1,532,759.90
Discounts	156,374.00
Total	1,376,385.90

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	139,256.10
Year 1 - TAP Refresh	0.00
Spares	0.00
Year 2	150,216.60
Year 3	150,216.60
Year 4	150,216.60
Year 5	150,216.60
Year 6	150,216.60
Year 7	150,216.60
Year 8	150,216.60



Summary of Payments (Continued)

Payment	Amount (USD)
Year 9	150,216.60
Year 10	150,216.60
Grand Total	1,491,205.50

Notes

Agency has existing contract #0008642 (originated via Q-81819) and is terminating that contract upon the new license start date (7/15/2021) of this quote.

The parties agree that Axon is granting a refund of \$11,850.66 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 6/15/2021-6/30/2021, resulting in a 7/15/2021 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

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

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the **Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

PO# (Or write
N/A): _____

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 905-2071

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

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



Porterville Police Dept. - CA

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	



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

Q-298540-44322.799KP

Issued: 05/06/2021



Quote Expiration: 06/30/2021

Account Number: 148556

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

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

BILL TO

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

SALES REPRESENTATIVE

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

PRIMARY CONTACT

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

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	120	33	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120	11	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	120	1	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120	70	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	120	70	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	120	210	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	120	70	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	120	70	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	120	70	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	120	70	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER		60	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		70	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER		10	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		70	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		70	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		210	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		210	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		140	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		35	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		35	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		140	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		140	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		84	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4- YEAR		84	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4- YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		6	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		6	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		6	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4- YEAR		1	300.00	300.00	300.00
74200	TASER 7 6-BAY DOCK AND CORE		1	1,500.00	1,500.00	1,500.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	43.90	43.90	43.90

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
20320	AXON CORE + PLAN WITH T7 CERT HEADER		70	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,618.70	113,309.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
12338	AXON AIR EVIDENCE.COM LICENSE	120	6	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	1,388.55	8,331.30
73827	AB3 CAMERA TAP WARRANTY	12	6	0.00	0.00	0.00
Services						
85144	AXON STARTER		1	2,750.00	0.00	0.00
85147	CEW STARTER		1	2,750.00	0.00	0.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
					Subtotal	128,632.20
					Estimated Shipping	0.00
					Estimated Tax	10,623.90
					Total	139,256.10

Year 1 - TAP Refresh

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		64	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		70	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		64	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		64	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		8	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		70	0.00	0.00	0.00

Year 1 - TAP Refresh (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		64	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	64	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	64	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	8	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		8	0.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Year 1 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, ACCESS	60	100	0.00	0.00	0.00
80400	FLEET, VEHICLE LICENSE, ACCESS	60	50	0.00	0.00	0.00
80401	FLEET 3, ALPR LICENSE, 1 CAMERA, ACCESS	60	50	0.00	0.00	0.00
80402	RESPOND DEVICE LICENSE - FLEET 3 - ACCESS	60	50	0.00	0.00	0.00
Hardware						
72036	FLEET 3 STANDARD 2 CAMERA KIT		50	0.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		50	0.00	0.00	0.00
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		50	0.00	0.00	0.00
74110	FLEET ETHERNET CABLE, CAT6, 25 FT		50	0.00	0.00	0.00
Other						
80425	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS		50	0.00	0.00	0.00
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		50	0.00	0.00	0.00
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	50	2,496.00	2,246.40	112,320.00
Subtotal						112,320.00
Estimated Tax						10,389.60
Total						122,709.60

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		2	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		2	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		2	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		2	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		2	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	2	0.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12338	AXON AIR EVIDENCE.COM LICENSE	111	2	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	50	2,496.00	2,246.40	112,320.00
					Subtotal	250,959.30
					Estimated Tax	21,966.90
					Total	272,926.20

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		140	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		140	0.00	0.00	0.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73309	AXON CAMERA REFRESH ONE		70	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		8	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	50	2,496.00	2,246.40	112,320.00
					Subtotal	250,959.30
					Estimated Tax	21,966.90
					Total	272,926.20

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	50	2,496.00	2,246.40	112,320.00
Subtotal						250,959.30
Estimated Tax						21,966.90
Total						272,926.20

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73310	AXON CAMERA REFRESH TWO		70	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		8	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
72040	FLEET REFRESH, 2 CAMERA KIT		50	0.00	0.00	0.00
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	50	2,496.00	2,246.40	112,320.00
Subtotal						250,959.30
Estimated Tax						21,966.90
Total						272,926.20

Year 6

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, ACCESS	60	100	0.00	0.00	0.00
80400	FLEET, VEHICLE LICENSE, ACCESS	60	50	0.00	0.00	0.00
80401	FLEET 3, ALPR LICENSE, 1 CAMERA, ACCESS	60	50	0.00	0.00	0.00
80402	RESPOND DEVICE LICENSE - FLEET 3 - ACCESS	60	50	0.00	0.00	0.00
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00

Year 6 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
80471	FLEET 3 ADVANCED RENEWAL WITH TAP	60	50	0.00	0.00	0.00
80425	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS		50	0.00	0.00	0.00
80474	FLEET 3 ADVANCED RENEWAL WITH TAP PAYMENT	12	50	1,776.00	1,509.60	75,480.00
73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)		50	0.00	0.00	0.00
Subtotal						214,119.30
Estimated Tax						18,559.20
Total						232,678.50

Year 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
80474	FLEET 3 ADVANCED RENEWAL WITH TAP PAYMENT	12	50	1,776.00	1,509.60	75,480.00
Subtotal						214,119.30
Estimated Tax						18,559.20
Total						232,678.50

Year 8

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73345	AXON CAMERA REFRESH THREE		70	0.00	0.00	0.00
73345	AXON CAMERA REFRESH THREE		2	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00

Year 8 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
80474	FLEET 3 ADVANCED RENEWAL WITH TAP PAYMENT	12	50	1,776.00	1,509.60	75,480.00
Subtotal						214,119.30
Estimated Tax						18,559.20
Total						232,678.50

Year 9

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
80474	FLEET 3 ADVANCED RENEWAL WITH TAP PAYMENT	12	50	1,776.00	1,509.60	75,480.00
Subtotal						214,119.30
Estimated Tax						18,559.20
Total						232,678.50

Year 10

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	70	1,908.00	1,788.00	125,160.00
73346	AXON CAMERA REFRESH FOUR		70	0.00	0.00	0.00
73346	AXON CAMERA REFRESH FOUR		2	0.00	0.00	0.00
72040	FLEET REFRESH, 2 CAMERA KIT		50	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	11	468.00	468.00	5,148.00

Year 10 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	6	1,200.00	988.55	5,931.30
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	2	1,200.00	1,200.00	2,400.00
72040	FLEET REFRESH, 2 CAMERA KIT		50	0.00	0.00	0.00
80474	FLEET 3 ADVANCED RENEWAL WITH TAP PAYMENT	12	50	1,776.00	1,509.60	75,480.00
					Subtotal	214,119.30
					Estimated Tax	18,559.20
					Total	232,678.50

Grand Total	2,517,063.00
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Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	2,600,759.90
Discounts	285,374.00
Total	2,315,385.90

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	139,256.10
Year 1 - TAP Refresh	0.00
Year 1 - Fleet	122,709.60
Spares	0.00
Year 2	272,926.20
Year 3	272,926.20
Year 4	272,926.20
Year 5	272,926.20
Year 6	232,678.50
Year 7	232,678.50



Summary of Payments (Continued)

Payment	Amount (USD)
Year 8	232,678.50
Year 9	232,678.50
Year 10	232,678.50
Grand Total	2,517,063.00

Notes

Agency has existing contract #0008642 (originated via Q-81819) and is terminating that contract upon the new license start date (7/15/2021) of this quote.

The parties agree that Axon is granting a refund of \$11,850.66 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 6/15/2021-6/30/2021, resulting in a 7/15/2021 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

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

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the **Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

PO# (Or write
N/A): _____

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 905-2071

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

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



Porterville Police Dept. - CA

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design

Agency Created For: Porterville Police Department

Sold By: Kyle Panasewicz

Designed By: Jake Borro

Installed By: Axon Professional Services

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Porterville Police Department
Total Configured Vehicles 50 Total Vehicles with this Configuration Video Capture Sources 100 Total Cameras Deployed 1 Fleet Hub(s) Per Vehicle Mobile Data Terminal Per Vehicle 1 Located In Each Vehicle Mobile Router Per Vehicle 1 IBR900-1200M-B Offload Mechanism 4G LTE Cellular Evidence Management System - Evidence.com	
 Axon Camera  Fleet Hub  In-Car Router	

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	1	Axon Fleet Hub will be installed in each vehicle
	1	5-in-1 Antenna will be installed in each vehicle
	1	3-in-1 Antenna will be installed in each vehicle
	1	IBR900-1200M-B router will be installed in each vehicle
Signal Activation Methods	4	Triggers will be configured per vehicle
		The following devices will be configured for Signal activation: Crash, Speed, Lightbar, Gun-Lock. When triggered, the Axon Signal technology in the Fleet 3 Hub will activate the recording mechanism for all configured Axon cameras within Bluetooth range of the vehicle.
Mobile Data Computer		Each vehicle will be equipped with a Mobile Data Computer provided by the customer, which meets or exceeds the specifications provided by Axon.
Mobile Data Computer Requirements		Operating System: Windows 7 SP1 or Windows 10 (version 1909 or higher) - x32 or x64 with the most current service packs and updates Hard Drive: Must have 25GB+ of free disk space RAM/Memory: for x32: 4GB for x64: 8GB or greater Ethernet Port: It is recommended that the MDC have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. Wi-Fi Card: If the MDC is not connected to the router via Ethernet LAN, a WiFi card is required in the MDC. In this case, the WiFi card should meet or exceed the router's minimum WiFi radio compatibility requirements.

Additional Considerations	The Cradlepoint router includes the antenna(s) and Cradlecare. For agencies that use a VPN, Axon traffic must be passed through; such that it does not use the VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on -site work completed by an Axon Personnel.	
Hardware Provisioning	Axon will provide the following router for all vehicles:	IBR900-1200M-B
	The customer will provide an MDC for each vehicle.	
	If the customer chooses to provide their own SIM, they must be activated and available at time of installation	
SIM Location	SIM will be located in router and can be inserted in router by Cradlepoint if carrier is specified by agency.	

4G / Cellular Offload Considerations

Network Considerations	The IBR900-1200M-B will be the connection which allows 4G upload of recorded video	
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.	

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.	
	Axon employees performing services under this SOW are CJIS certified.	
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.	

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
Vehicle Installation	Customer agrees to have the above mentioned number of intended vehicles available at the time of deployment. Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services included with Axon Fleet system include a "clip" and removal of existing in-car system hardware, if applicable. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install. ○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. ○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service. Chosen installation site must have internet access for the Hub, through the router, and MDC for configuration and testing of Fleet 3. Customer must have a resource onsite during installation with Axon Evidence Device Administration permissions to assist with logging into customer MDCs and configuring vehicle software.
Custom Trigger Installation	The Fleet 3 Hub has multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those no-cost triggers include Light-bar, Siren, Speed, Motion Activation and Gun-lock activation. The light-bar must have a controller to allow Axon to interface for the desired position, gun -locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.
Training	End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON Fleet Dashboard. This is included at no additional cost.

Notes

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

Axon’s Sales Terms and Conditions

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

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

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract#:
		Order Type:
		RMA#:
		Address Used:
		SO#:
Review 1	Review 2	
Comments:		



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



Master Services and Purchasing Agreement between Axon and Agency

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1 Definitions.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 Access. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 Agency Responsibilities. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

- 1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("New Use Case").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.
- 4 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included



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System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

5 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

6 Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

7 Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

8 Delivery of Services. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

9 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

10 Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020



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the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 11 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 12 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



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- 8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Amendment of the City Code - Changes to the Special Speed Zones (2020 Speed Survey)

SOURCE: Engineering and Project Management

COMMENT: The State of California requires municipalities to update the speed surveys every five years with an option to extend seven to ten (10) years depending on certain circumstances per Section 40802 of the California Vehicle Code (CVC). Section 627 of the CVC requires that Engineering and Traffic Surveys be conducted based on a methodology mandated by the California Department of Transportation (Caltrans).

The Porterville Police Department began a city-wide speed survey on major corridors (arterial and collectors) within the City and those streets within Tulare County where agreements dictate Porterville's authority to post speed limits. The speed survey was completed by the Police Department at the end of 2020.

When a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, except as shown in the following two (2) options:

Options.

1. *The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile, in compliance with CVC Sections 627 and 22358.5.*
2. *For cases in which the nearest 5 mph increment of the 85th percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used. Reference CVC Section 21400(4)b.*

If the speed limit to be posted has had the 5 mph reduction applied, then an Engineering and Traffic Survey shall document in writing the conditions and justification for the lower speed limit and be approved by a registered Civil or Traffic Engineer. The reasons for the lower speed limit shall be in compliance with CVC sections 627 and 22358.5. Posted speed limits not following the herein provided criteria are not enforceable.

Engineering Department staff has evaluated the speed surveys provided by the Police Department, calculated the 85th percentile speeds, and has prepared Engineering and Traffic Surveys as required by the CVC. As a result of these efforts to determine *prima facie speeds*, the following streets require an amendment to Traffic Ordinance No. 1811:

Street	Survey Area	Posted Speed (MPH)	85th Percentile (MPH)	New Posted Speed Limited (MPH)
Conner St	Morton to Olive	35	47	40
Henderson Ave	City Limit to Westwood	40	50	45
Henderson Ave	Westwood to Newcomb	35	45	40
Indiana St	Olive to Morton	Not Posted	38	35
Indiana St	Henderson to Westfield	35	41	40
Leggett St	Date to Orange	Not Posted	32	40
Lime St	Mulberry to Reid	Not Posted	39	40
Main St	Yates to Date	40	50	45
Main St	Henderson to Westfield	45	53	50
Main St	Westfield to City Limits	50	58	55
Mathew St	Henderson to Mulberry	Not Posted	38	35
Morton Ave	Westwood to Mathew	35	43	40
Morton Ave	Mathew to Newcomb	35	43	40
Morton Ave	Newcomb to Porter	35	43	40
Morton Ave	Porter to D St	35	42	40
Newcomb St	River Springs to Olive	35	45	40
Newcomb St	Olive to Morton	35	42	40
Newcomb St	Morton to Henderson	35	42	40
Newcomb St	Henderson to Pioneer	35	43	40
Newcomb St	Pioneer to North Grand	35	45	40
North Grand	Hwy 65 to Main	Not Posted	38	35
Olive Ave	City Limit to Westwood	Not Posted/50	55	50
Olive Ave	Westwood to Mathew	40	48	45
Plano St	Date to Morton	35	41	40
Plano St	Henderson to Westfield	35	40	40
Poplar Ave	Indiana to Jaye	Not Posted	40	35
Westwood St	Olive to Henderson	35	44	40
Westwood St	Henderson to Westfield	35	42	40

Engineering and Traffic Surveys have been prepared by staff for the above proposed speed limit amendments, when applicable, and will be on file with the City Clerk's Office. Staff considers the physical condition of all of the surveyed streets, such as, adjacent land uses, roadway width, grades, surface conditions, or any other conditions readily apparent to the driver. In absence of other factors, staff would not require special downward speed zoning.

Therefore, staff recommends that *Article XV, Special Speed Zones, Section 17-15, Prima Facie Speed Limits Determined on Certain Streets* be amended as directed herein.

RECOMMENDATION: That City Council:

1. Approve the proposed Ordinance Amendment;
2. Give first reading to the Ordinance amending Chapter 17,

Item No. 21.

Article XV, Section 17-15, Prima Facie Speed Limits
Determined on Certain Streets, in the City Code; and
3. Authorize the Deputy City Clerk to execute the Speed Survey
Status Report; and
4. Direct the City Engineer to make appropriate changes in the
posted signs when the Ordinance becomes effective.

ATTACHMENTS:

1. Draft Ordinance
2. Speed Survey Status Report - 2020

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING CHAPTER 17, ARTICLE XV, SECTION 17-
15, PRIMA FACIE SPEED LIMITS DETERMINED ON CERTAIN
STREETS, OF THE PORTERVILLE MUNICIPAL CODE**

WHEREAS: The State of California requires municipalities to update the speed survey every five (5) years with an option to extend seven (7) to ten (10) years depending on certain circumstances per Section 40802 of the California Vehicle Code; and

WHEREAS: Section 627 of the California Vehicle Code requires that Engineering and Traffic Surveys be conducted based on a methodology mandated by the California Department of Transportation; and

WHEREAS: The Porterville Police Department completed a city-wide speed survey at the end of 2020 on major corridors (arterial and collectors) within the City of Porterville and those streets within Tulare county where agreements dictate Porterville's authority to post speed limits; and

WHEREAS: Engineering staff has evaluated the speed surveys provided by the Police Department, calculated the 85th percentile speeds, and has prepared Engineering and Traffic Surveys as required by the California Vehicle Code to determine necessary amendments to *prima facie speeds* in the Porterville Municipal Code.

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

Section 17-15, Prima Facie Speed Limits Determined on Certain Streets, of the Code of the City of Porterville is hereby amended to incorporate the following changes:

Street	Survey Area	Posted Speed (MPH)	85 th Percentile (MPH)	New Posted Speed Limited (MPH)
Conner St.	Morton to Olive	35	47	40
Henderson Ave	City Limit to Westwood	40	50	45
Henderson Ave.	Westwood to Newcomb	35	45	40
Indiana St.	Olive to Morton	Not Posted	38	35
Indiana St	Henderson to Westfield	35	41	40
Leggett St.	Date to Orange	Not Posted	32	30
Lime St	Mulberry to Reid	Not Posted	39	40

Main St	Yates to Date	40	50	45
Main St	Henderson to Westfield	45	53	50
Main St	Westfield to City Limits	50	58	55
Mathew St	Henderson to Mulberry	Not Posted	38	35
Morton Ave	Westwood to Mathew	35	43	40
Morton Ave	Mathew to Newcomb	35	43	40
Morton Ave.	Newcomb to Porter	35	43	40
Morton Ave.	Porter to D St	35	42	40
Newcomb St.	River Springs to Olive	35	45	40
Newcomb St	Olive to Morton	35	42	40
Newcomb St	Morton to Henderson	35	42	40
Newcomb St	Henderson to Pioneer	35	43	40
Newcomb St	Pioneer to North Grand	35	45	40
North Grand	Hwy 65 to Main	Not Posted	38	35
Olive Ave	City Limit to Westwood	Not Posted/50	55	50
Olive Ave	Westwood to Mathew	40	48	45
Plano St	Date to Morton	35	41	40
Plano St	Henderson to Westfield	35	40	40
Poplar Ave	Indiana to Jaye	Not Posted	40	35
Westwood St	Olive to Henderson	35	44	40
Westwood St	Henderson to Westfield	35	42	40

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

PASSED, ADOPTED and APPROVED this 18th day of May, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE

SPEED SURVEY STATUS REPORT
2020



SUMMARY SHEET
&
CERTIFICATION



CITY OF PORTERVILLE
SPEED SURVEY STATUS REPORT
 May 18, 2021

Street	Area of Survey	Date of Survey	Posted	85th %	Engineering Report
Conner	Olive to Morton	11/6/2020	40	47	On File
D	Orange to Olive	11/6/2020	35	35	
D	Olive to Morton	11/6/2020	35	36	
Date 1	Main to Orange	11/6/2020	35	37	
Date 2	Plano to Success	11/6/2020	40	38	
Gibbons 1	Indiana to Plano	11/7/2020	45	43	
Henderson 1	City Limit to Westwood	11/3/2020	45	50	On File
Henderson 2	Westwood to Newcomb	11/3/2020	40	45	On File
Henderson 3	Newcomb to Indiana	11/3/2020	35	42	On File
Henderson 4	Indiana to Main	11/3/2020	35	41	On File
Henderson 5	Main to Plano	11/2/2020	35	Under Construction	
Indiana 1	Union to Olive	11/2/2020	35	35	
Indiana 2	Olive to Morton	11/2/2020	35	38	On File
Indiana 3	Morton to Henderson	11/2/2020	35	40	On File
Indiana 4	Henderson to Westfield	11/2/2020	40	41	On File
Indiana 5	Poplar to Gibbons	11/20/2020	40	45	On File
Indiana 6	Gibbons to Scranton	11/20/2020	40	43	On File
Jaye 1	Gibbons to Hwy 190	11/18/2020	45	46	
Jaye 2	Hwy 190 to Olive	11/18/2020	35	38	On File
Leggett 1	Date to Orange	3/13/2020	30	32	On File
Leggett 2	Orange to Putnam	3/13/2020	35	40	On File
Leggett 3	Putnam to Morton	3/13/2020	35	35	
Lime 1	Mulberry to Reid	3/13/2020	40	39	On File
Main 1	Yates to Date	10/31/2020	45	50	On File
Main 2	Date to Olive	10/31/2020	30	32	
Main 3	Olive to Morton	10/31/2020	25	24	
Main 4	Morton to Henderson	10/31/2020	35	41	On File
Main 5	Henderson to Westfield	10/31/2020	50	53	On File
Main 6	Westfield to Linda Vista	10/31/2020	55	58	On File
Mathew 1	Heritage to Olive	11/4/2020	30	35	On File
Mathew 2	Olive to Morton	11/4/2020	35	42	On File
Mathew 3	Morton to White Chapel	11/4/2020	25	35	Residential

CITY OF PORTERVILLE
SPEED SURVEY STATUS REPORT
 May 18, 2021

Street	Area of Survey	Date of Survey	Posted	85th %	Engineering Report
Mathew 4	Henderson to Mulberry	11/4/2020	35	38	On File
Morton 1	Westwood to Mathew	11/4/2020	40	43	On File
Morton 2	Mathew to Newcomb	11/4/2020	40	43	On File
Morton 3	Newcomb to Porter	11/1/2020	40	43	On File
Morton 4	Porter to D	11/1/2020	40	42	On File
Morton 5	D St to Plano	11/1/2020	35	38	On File
Morton 6	Plano to Leggett	11/17/2020	40	43	On File
Morton 7	Leggett to Conner	11/17/2020	40	40	
Newcomb 1	River Springs to Olive	11/17/2020	40	45	On File
Newcomb 2	Olive to Morton	11/17/2020	40	42	On File
Newcomb 3	Morton to Henderson	11/17/2020	40	42	On File
Newcomb 4	Henderson to Pioneer	11/17/2020	40	43	On File
Newcomb 5	Pioneer to North Grand	11/17/2020	40	45	On File
Newcomb 6	North Grand to Linda Vista	11/17/2020	45	51	On File
North Grand 2	Newcomb to Hwy 65	11/16/2020	35	42	On File
North Grand 3	Hwy 65 to Main	11/16/2020	35	38	On File
Olive 1	City Limit to Westwood	11/16/2020	50	55	On File
Olive 2	Westwood to Mathew	11/16/2020	45	48	On File
Olive 3	Mathew to Newcomb	11/16/2020	40	44	On File
Olive 4	Newcomb to Porter	11/16/2020	35	41	On File
Olive 5	Porter to Jaye	11/21/2020	35	37	
Olive 6	Jaye to Main	11/21/2020	35	35	
Olive 7	Main to Plano	11/21/2020	35	40	On File
Olive 8	Hillcrest to City Limits	11/21/2020	40	41	
Orange 1	Jaye to Main	11/18/2020	30	34	On File
Orange 2	Main to Date	11/18/2020	35	37	
Plano 1	Worth to Hwy 190	11/18/2020	45	48	On File
Plano 2	Hwy 190 to Date	11/18/2020	40	43	On File
Plano 3	Date to Morton	11/19/2020	40	41	On File

CITY OF PORTERVILLE
SPEED SURVEY STATUS REPORT
 May 18, 2021

Street	Area of Survey	Date of Survey	Posted	85th %	Engineering Report
Plano 4	Morton to Henderson	11/19/2020	40	46	On File
Plano 5	Henderson to Westfield	11/19/2020	40	40	On File
Poplar 1	Indiana to Jaye	11/21/2020	35	40	On File
Porter 1	Olive to Morton	11/20/2020	35	38	On File
Porter 2	Morton to Henderson	11/20/2020	35	42	On File
Prospect 1	Morton to Mulberry	11/20/2020	35	37	
Prospect 2	Mulberry to North Grand	11/20/2020	35	37	
Putnam 1	Mathew to Hwy 65	11/22/2020	25	35	Residential
Putnam 2	Porter to Villa	11/21/2020	25	32	Residential
Putnam 3	Villa to D St	11/21/2020	25	32	On File
Putnam 4	D St to Fourth	11/22/2020	30	37	On File
Putnam 5	Fourth to Crestview	11/22/2020	30	35	On File
Reid 1	Main to Lime		55		
Scranton 1	HWY 65 to Indiana	11/23/2020	40	41	
Springville 2	Indiana to Jaye	11/23/2020	40	43	On File
Springville 3	Jaye to "E"	11/23/2020	35	Not Enough Traffic	
Teapot Dome 1	Westwood to West St	11/23/2020	55		
Union 1	Indiana to Jaye	11/23/2020	25	37	Residential
Villa 1	Union to Morton	11/21/2020	30	36	On File
Villa 2	Morton to Henderson	11/21/2020	30	39	On File
Westfield 1	Newcomb to Prospect	11/21/2020	35	41	On File
Westfield 2	Prospect to Main	11/21/2020	35	40	On File
Westwood 1	Tule River to Olive	11/22/2020	45	51	On File
Westwood 2	Olive to Henderson	11/22/2020	40	44	On File
Westwood 3	Henderson to City Limits	11/22/2020	40	42	On File
Worth 1	Plano to Martin Hill Tank	11/22/2020	50	52	

I, Patrice Hildreth, Chief Deputy City Clerk of the City of Porterville, do hereby certify and declare that the foregoing entry of the Porterville Speed Survey Status Report, dated May 18, 2021, is true and correct copy of said Reports on file in the office of the CityTraffic Engineer of the City of Porterville.

DATED this 18th day of May, 2021

Patrice Hildreth, Chief Deputy City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING CHAPTER 17, ARTICLE XV, SECTION 17-
15, PRIMA FACIE SPEED LIMITS DETERMINED ON CERTAIN
STREETS, OF THE PORTERVILLE MUNICIPAL CODE**

WHEREAS: The State of California requires municipalities to update the speed survey every five (5) years with an option to extend seven (7) to ten (10) years depending on certain circumstances per Section 40802 of the California Vehicle Code; and

WHEREAS: Section 627 of the California Vehicle Code requires that Engineering and Traffic Surveys be conducted based on a methodology mandated by the California Department of Transportation; and

WHEREAS: The Porterville Police Department completed a city-wide speed survey at the end of 2020 on major corridors (arterial and collectors) within the City of Porterville and those streets within Tulare county where agreements dictate Porterville's authority to post speed limits; and

WHEREAS: Engineering staff has evaluated the speed surveys provided by the Police Department, calculated the 85th percentile speeds, and has prepared Engineering and Traffic Surveys as required by the California Vehicle Code to determine necessary amendments to *prima facie speeds* in the Porterville Municipal Code.

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

Section 17-15, Prima Facie Speed Limits Determined on Certain Streets, of the Code of the City of Porterville is hereby amended to incorporate the following changes:

Street	Survey Area	Posted Speed (MPH)	85 th Percentile (MPH)	New Posted Speed Limited (MPH)
Conner St.	Morton to Olive	35	47	40
Henderson Ave	City Limit to Westwood	40	50	45
Henderson Ave.	Westwood to Newcomb	35	45	40
Indiana St.	Olive to Morton	Not Posted	38	35
Indiana St	Henderson to Westfield	35	41	40
Leggett St.	Date to Orange	Not Posted	32	30
Lime St	Mulberry to Reid	Not Posted	39	40
Main St	Yates to Date	40	50	45

Main St	Henderson to Westfield	45	53	50
Main St	Westfield to City Limits	50	58	55
Mathew St	Henderson to Mulberry	Not Posted	38	35
Morton Ave	Westwood to Mathew	35	43	40
Morton Ave	Mathew to Newcomb	35	43	40
Morton Ave.	Newcomb to Porter	35	43	40
Morton Ave.	Porter to D St	35	42	40
Newcomb St.	River Springs to Olive	35	45	40
Newcomb St	Olive to Morton	35	42	40
Newcomb St	Morton to Henderson	35	42	40
Newcomb St	Henderson to Pioneer	35	43	40
Newcomb St	Pioneer to North Grand	35	45	40
North Grand	Hwy 65 to Main	Not Posted	38	35
Olive Ave	City Limit to Westwood	Not Posted/50	55	50
Olive Ave	Westwood to Mathew	40	48	45
Plano St	Date to Morton	35	41	40
Plano St	Henderson to Westfield	35	40	40
Poplar Ave	Indiana to Jaye	Not Posted	40	35
Westwood St	Olive to Henderson	35	44	40
Westwood St	Henderson to Westfield	35	42	40

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

PASSED, ADOPTED and APPROVED this 18th day of May, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

C

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Conner Street
SURVEY LIMITS:	Morton Avenue to Olive Avenue
POSTED SPEED LIMIT:	35 MPH between Morton Avenue and Olive Avenue.
AVERAGE DAILY TRAFFIC:	Recent count not available
STREET WIDTH:	Varies between 30' and 35'
STREET CONDITION:	Fair.
CURB & GUTTER:	Curb & gutter exists along east side only. 4' asphalt concrete shoulder exists west of the southbound travel lane.
STREET GEOMETRY:	Straight two lane street.
DESCRIPTION OF ADJACENT PROPERTIES:	Undeveloped and agricultural properties are located on both sides of the street between Putnam Avenue and Morton Avenue. There are six (6) residential units on the east side of Connor Street and agricultural land on the west side between Olive Avenue and Putnam Avenue.
UNIQUE OR UNUSUAL CONDITIONS:	Connor Street is designated a collector that is partially improved and predominantly lined with undeveloped properties. This corridor is a primary route to Granite Hills High School and warrants a level of safety due to peak traffic situations to and from the campus.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 47 MPH. For the reasons noted above and in accordance with CVC Sections 627, change the speed limit between Morton Avenue and Olive Avenue from 35 MPH to 40 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterfield P.D. DATE: 11/6/2020
 LOCATION: Conquest Morton-Olive
 DIRECTION: N/S BEGIN: 1455 END: 1630 WEATHER: 69° Smoky
 RECORDER: Thomas R. Dea V-22 EXISTING SPEED LIMIT: unmarked 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52	X	X	X	X													4	59	100
51	X	X	X	X													3	55	93.2
50																			
49																			
48	X	X	X	X													4	52	88.1
47																			
46	X																1	48	81.4
45	X	X	X	X													3	47	79.7
44	X	X	X	X	X												4	44	74.6
43	X	X	X	X	X												3	40	67.8
42	X	X	X	X	X	X											6	37	62.8
41	X	X	X	X	X	X	X										6	31	52.5
40	X	X	X	X	X	X	X	X									6	25	42.4
39	X	X	X	X	X												4	19	
38	X	X	X	X													2	15	
37	X	X	X	X													2	13	
36	X	X	X	X													3	11	
35	X	X	X	X													3	8	
34	X	X	X														2	5	
33	X																1	3	
32																			
31	X																1	2	
30	X																1	1	
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 47 MEDIAN SPEED (50 Percentile) 41

H

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Henderson Avenue
SURVEY LIMITS:	City Limit to Westwood Street
POSTED SPEED LIMIT:	40 MPH
AVERAGE DAILY TRAFFIC:	4368
STREET WIDTH:	Varies between 45' and 64'
STREET CONDITION:	Fair to poor.
CURB & GUTTER:	Northern side – 40% of the frontage is developed with curb & gutter. Southern side – Fully developed with curb and gutter.
STREET GEOMETRY:	Straight two lane arterial designated street.
DESCRIPTION OF ADJACENT PROPERTIES:	Fully developed residential on south side. Open field on north side, mixed in with a major retirement center and a community center.
UNIQUE OR UNUSUAL CONDITIONS:	The traffic lanes for this street are in poor condition and lacks significant amount of concrete improvements along the north side. The fact that residential properties, including a retirement center and community center, are located along this same corridor results in the need for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 50 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 40 MPH to 45 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11/3/2020
 LOCATION: HENDERSON City Limits to Westwood
 DIRECTION: E/W BEGIN: 1237 END: 1300 WEATHER: 80Snokey
 RECORDER: Thomas R. Bene V-22 EXISTING SPEED LIMIT: 40

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
70																							
69																							
68																							
67																							
66																							
65																							
64																							
63																							
62																							
61	X	X																			2	76	100
60	X																				1	74	97
59																							
58																							
57																							
56																							
55																							
54	X	X	X	X																	4	73	96
53	X	X																			1	69	91
52	X	X																			2	68	89
51	X	X																			2	66	87
50	X	X	X	X	X	X															6	64	84
49	X																				1	58	76
48	X	X	X	X	X	X															6	57	75
47	X	X	X	X	X	X															5	51	67
46	X	X	X	X	X	X															4	46	61
45	X	X	X	X	X	X															5	42	55
44	X	X	X	X	X	X															4	37	49
43	X	X	X	X	X	X															3	33	
42	X	X	X	X	X	X															6	30	
41	X	X	X	X	X	X															7	24	
40	X	X	X	X	X	X															3	17	
39	X	X	X																		3	14	
38	X	X	X																		2	11	
37	X	X	X																		2	9	
36	X	X	X																		2	7	
35	X	X	X																		2	5	
34	X	X	X																		2	3	
33	X																				1	1	
32																							
31																							
30																							

CRITICAL SPEED (85 PERCENTILE) 50 MEDIAN SPEED (50 Percentile) 44

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Henderson Avenue
SURVEY LIMITS:	Westwood Street to Newcomb Street
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	9,948
STREET WIDTH:	64'
STREET CONDITION:	Good.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with a center two way turning lane.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties, with four churches are located along this corridor.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with lanes adjacent to the curb and gutter. Several residents have direct access to Henderson Avenue via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along street and the significant number of churches existing along this same corridor results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 45 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11/3/2020
 LOCATION: HENDERSON 2 - Westwood to Newcomb
 DIRECTION: E/W BEGIN: 1307 END: 1324 WEATHER: 85 Smoky
 RECORDER: Thomas R. Beal V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47	X	X	X	X	X	X	X										7	81	100
46	X	X	X	X	X	X	X	X									8	74	91
45	X	X	X	X	X	X	X	X	X								9	66	81
44	X																1	57	70
43	X	X	X	X	X	X	X										7	56	69
42	X	X	X	X	X	X	X	X									6	49	60
41	X	X	X	X	X	X	X	X	X								8	43	53
40	X	X	X														3	35	43
39	X	X	X	X	X	X	X	X									7	32	
38	X	X	X	X	X	X	X										6	25	
37	X	X	X	X	X	X	X										6	19	
36	X	X	X	X	X	X											5	13	
35	X	X	X	X													4	8	
34	X	X															2	4	
33	X																1	2	
32																			
31																			
30	X																1	1	
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 45 MEDIAN SPEED (50 Percentile) 41

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Henderson Avenue
SURVEY LIMITS:	Newcomb Street to Indiana Street
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	19,060
STREET WIDTH:	64'
STREET CONDITION:	Good to poor.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	The corridor includes a mixture of commercial, school, and professional office complexes.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with parking lanes adjacent to the curb and gutter. The fact that vehicles exiting driveways have difficulty seeing traffic along street and the mixture of several commercial and professional office complexes along this same corridor results in the need to for extra caution when driving along this section of street. This corridor is one of the primary routes to Monache High School and warrants a level of safety due to peak traffic situations to and from the campus.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 42 MPH. For the reasons noted above maintain posted speed limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Portererville P.D. DATE: 11/3/2020
 LOCATION: Henderson 3 - Newcomb to Indiana
 DIRECTION: E/W BEGIN: 1347 END: 1355 WEATHER: 83° Smokey
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	%
	5	10	15	20																			CUM.
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47																							
46	X	X	X	X																	4	91	100
45	X	X	X	X																	4	87	96
44	X	X	X	X																	2	83	91
43	X	X	X	X																	3	81	89
42	X	X	X	X																	3	78	86
41	X	X	X	X	X																5	75	82
40	X	X	X	X	X	X															7	70	77
39	X	X	X	X	X	X	X														8	63	69
38	X	X	X	X	X	X	X														8	55	60
37	X	X	X	X	X	X	X	X													8	49	54
36	X	X	X	X	X	X	X	X	X												11	41	45
35	X	X	X	X	X	X	X	X	X	X											10	30	
34	X	X	X	X	X	X	X	X	X	X											9	20	
33	X	X																			2	11	
32	X	X	X	X	X	X															6	9	
31	X	X	X																		3	3	
30																							
29																							
28																							
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 42 MEDIAN SPEED (50 Percentile) 37

STREET NAME:	Henderson Avenue
SURVEY LIMITS:	Indiana Street to Main Street
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	10,889
STREET WIDTH:	64'
STREET CONDITION:	Good to poor.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties exist throughout this corridor. The corridor also includes a mixture of commercial and professional office complexes.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with parking lanes adjacent to the curb and gutter. Several residents have direct access to Henderson Avenue via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along street and the mixture of several commercial and professional office complexes along this same corridor results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 41 MPH. For the reasons noted above, maintain posted speed limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11/3/2020
LOCATION: HENDERSON 4 - Junction to Main
DIRECTION: Elw BEGIN: 1404 END: 1421 WEATHER: 85° Smokey
RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 35

[illegible]

CRITICAL SPEED (85 PERCENTILE)

MEDIAN SPEED (50 Percentile)

I

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Indiana Street
SURVEY LIMITS:	Olive Avenue to Morton Avenue
POSTED SPEED LIMIT:	Not Posted
AVERAGE DAILY TRAFFIC:	Recent Count Not Available
STREET WIDTH:	64'
STREET CONDITION:	Good.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties exist throughout this corridor. The corridor also includes a mixture of several multi-family and commercial complexes.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with parking lanes adjacent to the curb and gutter. Several residents have direct access to Indiana Street via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along this street and the mixture of several multi-family, and commercial complexes along the same corridor results in the need to for extra caution when driving along this section of street..
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 38 MPH. For the reasons noted above and in accordance CVC Sections 627 and 22352, implement Prima Facie Speed Limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11/2/2020
 LOCATION: INDIGU 2 - OLIVE - To MONROE
 DIRECTION: N/S BEGIN: 1148 END: 1203 WEATHER: Smoke 82°
 RECORDER: Thomas R. Bear EXISTING SPEED LIMIT: 25 Now Posted

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47																							
46																							
45																							
44	X	X																			2	74	100
43																							
42	X																				1	72	97
41																							
40	X	X	X	X	X																5	71	96
39	X																				1	66	94
38	X	X	X	X	X	X	X														7	65	94
37	X	X																			2	58	78
36	X	X																			1	56	76
35	X																				1	55	74
34	X	X	X																		3	54	73
33	X	X	X	X	X	X	X	X	X	X											9	51	69
32	X	X	X	X	X	X	X	X	X	X	X										8	42	57
31	X	X	X	X	X	X	X	X	X	X	X	X									9	34	46
30	X	X	X	X	X	X	X	X	X	X	X	X	X								11	25	
29	X	X	X	X	X	X	X														6	14	
28	X	X	X																		3	8	
27	X	X																			2	5	
26	X	X																			2	3	
25	X																				1	1	
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 34 MEDIAN SPEED (50 Percentile) 31

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Indiana Street
SURVEY LIMITS:	Morton Avenue to Henderson Avenue
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Not Available
STREET WIDTH:	64'
STREET CONDITION:	Good.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties exist throughout this corridor. The corridor also includes a mixture of several multi-family and commercial complexes.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with parking lanes adjacent to the curb and gutter. Several residents have direct access to Indiana Street via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along this street and the mixture of several multi-family, churches, and commercial complexes along the same corridor results in the need to for extra caution when driving along this section of street..
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 40 MPH. For the reasons noted above, maintain posted speed limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porter ville P.D. DATE: 11/2/2020
 LOCATION: Indiana 3 MORTON - HENDERSON
 DIRECTION: N/C BEGIN: 1211 END: 1227 WEATHER: Sunny 80°
 RECORDER: Thomas R. BEAL V-22 EXISTING SPEED LIMIT: ~~40~~ 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	%
	5	10	15	20																			CUM.
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47																							
46																							
45																							
44	X	X	X																		3	85	100
43	X	X																			2	82	96
42	X	X	X	X	X																6	80	94
41	X	X	X																		3	74	87
40	X	X	X	X																	4	71	84
39	X	X	X	X	X	X															9	67	79
38	X	X	X	X	X	X	X														9	59	69
37	X	X	X	X																	5	50	59
36	X	X	X	X	X	X															8	45	53
35	X	X																			2	37	44
34	X	X	X	X	X	X	X														9	35	
33	X	X	X	X	X	X	X														9	26	
32	X	X	X	X																	5	17	
31	X	X	X	X																	5	12	
30	X																				1	7	
29	X	X	X	X																	5	6	
28	X																				1	1	
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 40 MEDIAN SPEED (50 Percentile) 36

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Indiana Street
SURVEY LIMITS:	Henderson Avenue to Westfield Avenue
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Not Available
STREET WIDTH:	64'
STREET CONDITION:	Good.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties exist throughout this corridor. The corridor also includes a mixture of several multi-family and a commercial complexes.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with parking lanes adjacent to the curb and gutter. Several residents have direct access to Indiana Street via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along this street and the mixture of several multi-family, churches, and commercial complexes along the same corridor results in the need to for extra caution when driving along this section of street. This street also has substantial pedestrian traffic due to it's close proximity to Monte Vista Elementary School
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 41 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11/2/2020
 LOCATION: INDIANA 4 AS HENDERSON - Westfield
 DIRECTION: N/S BEGIN: 1233 END: 1315 WEATHER: Smokey 83°
 RECORDER: Thomas R. Beale EXISTING SPEED LIMIT: None Posted

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	%
	5	10	15	20																			CUM.
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47																							
46																							
45																							
44	X	X	X	X	X																6	83	100
43	X	X																			2	11	93
42	X	X	X																		3	15	90
41	X	X	X	X																	4	12	87
40	X	X	X	X	X																6	68	82
39	X	X	X	X	X																4	62	75
38	X	X	X	X	X	X															6	58	70
37	X	X	X	X	X	X	X	X	X												10	52	63
36	X	X	X	X	X	X	X	X	X	X											10	42	51
35	X	X	X																		3	32	39
34	X	X	X	X	X	X	X														8	29	
33	X	X	X	X	X																5	21	
32	X	X	X																		3	16	
31	X	X	X	X	X																5	13	
30	X																				1	8	
29	X	X	X	X	X																5	7	
28	X	X																			2	2	
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 41 MEDIAN SPEED (50 Percentile) 36

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Indiana Street
SURVEY LIMITS:	Poplar Avenue to Gibbons Avenue
POSTED SPEED LIMIT:	40 MPH
AVERAGE DAILY TRAFFIC:	Recent count not available
STREET WIDTH:	Varies between 64' and 24'
STREET CONDITION:	Fair to Poor.
CURB & GUTTER:	Eastern side – 60% of the frontage is developed with curb & gutter. Western side – has no concrete improvements.
STREET GEOMETRY:	Straight two lane arterial street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties exist throughout this corridor. The corridor also includes a mixture of several multi-family, church and commercial complexes.
UNIQUE OR UNUSUAL	Street is designated an arterial that is partially improved and predominantly lined with undeveloped properties. The traffic lanes for this street are in poor condition and lacks significant amount of concrete improvements along the west side. The fact that residential properties, and that the road narrows down into a two lane road with no improvements on each side results in the need for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 45 MPH. For the reasons noted above, maintain posted speed limit of 40 MPH.

RADAR SPEED SURVEY

11-20-2020

11-19-2020

DATE: 11-18-2020

JURISDICTION: Porterville Rd.

LOCATION: Indiana 5 BLM-GERRONS

DIRECTION: N/S BEGIN: Vary END: 1345 WEATHER: Cloudy 64°

RECORDER: Thomas R. Bear 1-22 EXISTING SPEED LIMIT: 40

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															

55																			
54																			
53																			
52																			
51																			
50																			
49																			
48	X	X	X	X													4	69	100
47	X	X	X														2	65	94
46	X	X	X														3	63	91
45	X	X	X	X	X	X	X	X									7	60	87
44	X	X															2	53	77
43	X																1	51	74
42	X	X	X	X	X	X	X	X	X	X	X	X	X				12	50	72
41	X	X	X	X	X												5	38	55
40	X	X	X	X													4	33	48
39	X	X	X														3	29	
38	X	X	X	X													4	26	
37	X	X	X	X	X	X											6	22	
36	X	X	X														3	16	
35	X																1	13	
34	X	X	X														3	12	
33																			
32	X																1	9	
31																			
30	X	X	X	X	X	X	X	X									8	8	
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE)

45

MEDIAN SPEED (50 Percentile)

40

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Indiana Street
SURVEY LIMITS:	Gibbons Avenue to Scranton Avenue
POSTED SPEED LIMIT:	40 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Not Available
STREET WIDTH:	64'
STREET CONDITION:	Good.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Adjacent agricultural land and undeveloped property exist throughout this corridor.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with parking lanes adjacent to the curb and gutter. The adjoining properties are agricultural. The seasonal traffic due to the agriculture, and the quarter mile stretch of road between each stop sign results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 43 MPH. For the reasons noted above, maintain posted speed limit of 40 MPH.

RADAR SPEED SURVEY

11-20-2020
11-19-2020

JURISDICTION: Punxsiewic P.D. DATE: 11-18-2020
 LOCATION: Indiana 6 Gibbons - Scranton
 DIRECTION: N/S BEGIN: Vary END: 1400 WEATHER: Cloudy 58°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 40

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47																			
46	X																1	64	100
45	X	X	X	X													4	63	98
44	X	X	X	X													3	59	92
43	X	X	X	X													4	56	88
42	X	X	X	X													4	52	81
41	X	X	X	X	X												5	48	75
40	X	X	X	X	X	X											7	43	67
39	X	X															2	36	56
38	X	X	X	X	X	X											6	34	53
37	X	X	X	X	X	X											5	28	44
36	X	X	X	X	X	X											6	23	
35	X	X	X	X													3	17	
34	X	X	X	X	X												4	14	
33	X	X	X	X													3	10	
32	X																1	7	
31	X	X	X	X	X	X											6	6	
30																			
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 43 MEDIAN SPEED (50 Percentile) 38

J

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Jaye Street
SURVEY LIMITS:	State Route 190 to Olive Avenue
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	11,140
STREET WIDTH:	Varies 64' to 100'
STREET CONDITION:	Good.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Major Arterial: Four and six lane street with and without parking lanes.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties exist throughout this corridor. The corridor also includes a mixture of multi-family, school and a large commercial complexes.
UNIQUE OR UNUSUAL	Street is a fully functional major arterial constructed to City standards with parking lanes adjacent to the curb and gutter. Several residents have direct access to Jaye Street via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along this street and the mixture of multi-family school, school and commercial complexes along the same corridor results in the need to for extra caution when driving along this section of street. This street also has substantial pedestrian traffic due to the close proximity to Porterville High School.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 38 MPH. For the reasons noted above, maintain posted speed limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Portierville P.D. DATE: 11/18/2020
 LOCATION: Jaye 2 Hwy 190 - Olive
 DIRECTION: N/S BEGIN: 1325 END: 1338 WEATHER: Cloudy 68°
 RECORDER: Thomas R. BEAR V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	%
	5	10	15	20																			CUM.
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47																							
46																							
45																							
44	X	X	X																		3	84	100
43	X	X	X																		3	81	96
42																							
41	X																				1	78	92
40	X	X	X	X																	4	77	92
39	X	X																			2	73	87
38	X	X	X	X	X																6	71	85
37	X	X	X	X	X	X															7	65	77
36	X	X	X	X	X	X	X	X	X												10	58	69
35	X	X	X	X	X	X	X	X	X	X	X	X	X								13	48	57
34	X	X	X	X	X	X	X	X	X	X	X	X	X	X							9	35	42
33	X	X	X	X																	4	26	
32	X	X	X	X	X	X	X														8	22	
31	X	X	X	X	X	X															6	14	
30	X	X	X	X																	4	8	
29	X																				1	4	
28	X	X	X																		3	3	
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 38 MEDIAN SPEED (50 Percentile) 35

L

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Leggett Street
SURVEY LIMITS:	Date Avenue to Orange Avenue
POSTED SPEED LIMIT:	Not Posted
AVERAGE DAILY TRAFFIC:	Recent Count Not Available
STREET WIDTH:	36' to 24'
STREET CONDITION:	Fair to poor
CURB & GUTTER:	Eastern side – 30% of the frontage is developed with curb & gutter but no sidewalk. Western side – has no concrete improvements.
STREET GEOMETRY:	Straight two lane designated collector road.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties exist throughout this corridor. The corridor also includes a mixture of several multi-family and a commercial complexes. The Porterville Golf Course is adjacent to this corridor as well.
UNIQUE OR UNUSUAL CONDITIONS:	Multiple residential driveways ingress/egress concerns along this corridor. The existing street does not meet AASHTO shoulder standards and the proximity of the commercial properties with parking along the building with ingress and egress from the street. The quarter mile stretch of road between each stop sign results in the need to for extra caution as when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 32 MPH. For the reasons noted above and in accordance CVC Sections 627 and 22352, implement Prima Facie Speed Limit of 30 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 3-13-2020
 LOCATION: Leggett Date - ORANGE
 DIRECTION: NIS BEGIN: 0920 END: 1013 WEATHER: CLOUDY 62°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: NONE Posted

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
55																					0		
54																					0		
53																					0		
52																					0		
51																					0		
50																					0		
49																					0		
48																					0		
47																					0		
46																					0		
45																					0		
44																					0		
43																					0		
42																					0		
41																					0		
40	X																				1	81	100
39																					0		
38																					0		
37																					0		
36	X	X																			2	80	99
35	X	X																			1	78	96
34	X	X																			2	77	95
33	X	X	X	X	X	X															7	75	93
32	X	X	X	X	X	X	X														5	68	84
31	X	X	X	X	X	X	X	X	X	X	X	X									13	63	78
30	X	X	X	X	X	X	X	X	X	X	X	X	X								18	50	62
29	X	X	X	X	X	X	X	X	X	X	X	X	X								7	40	49
28	X	X	X	X	X	X	X	X													9	33	
27	X	X	X	X	X	X	X	X													6	24	
26	X	X	X	X	X	X	X	X													5	18	
25	X	X	X	X	X	X	X	X													5	13	
24	X	X	X	X	X	X	X	X													4	8	
23	X	X	X	X	X	X	X	X													1	4	
22	X																				1	3	
21	X	X																			2	2	
20																					0		
19																					0		
18																					0		
17																					0		
16																					0		
15																					0		

CRITICAL SPEED (85 PERCENTILE) 37

MEDIAN SPEED (50 Percentile) 29

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Leggett Street
SURVEY LIMITS:	Orange Avenue to Putnam Avenue
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Not Available
STREET WIDTH:	40'
STREET CONDITION:	Fair
CURB & GUTTER:	Eastern side – Frontage is developed with curb & gutter but missing sidewalk in some areas. Western side – has no concrete improvements.
STREET GEOMETRY:	Straight two lane designated collector road.
DESCRIPTION OF ADJACENT PROPERTIES:	East side: Predominately residential properties mixed with a commercial property with parking straight onto the street with no curb and gutter. West side: Predominately residential properties mixed with a commercial property with parking straight onto the street with no curb and gutter.
UNIQUE OR UNUSUAL CONDITIONS:	Street is a functional collector partially constructed to City standards with parking lanes adjacent to the curb and gutter. Several residents have direct access to Leggett Street via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along this street and the mixture of several multi-family, and a church, results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 40 MPH. For the reasons noted above, maintain posted speed limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: PORTERVILLE P.D. DATE: 3-13-2020
 LOCATION: LEGGETT ORANGE - PUTNAM
 DIRECTION: N/S BEGIN: 1157 END: 1233 WEATHER: CLOUDY 65°
 RECORDER: THOMAS R. BEAR EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																	0		
54																	0		
53																	0		
52																	0		
51																	0		
50	X																1	99	100
49																	0		
48																	0		
47	X																1	98	91
46	X																1	97	98
45	X	X	X														3	96	97
44	X																1	95	94
43	X	X	X	X													4	92	93
42	X	X															2	88	89
41	X	X															2	86	87
40	X	X	X	X	X	X	X	X	X	X	X	X	X	X			11	84	85
39	X	X	X	X	X	X	X	X	X	X	X	X	X	X			5	73	74
38	X	X	X	X	X	X	X	X	X	X	X	X	X	X			6	68	69
37	X	X	X	X	X	X	X	X	X	X	X	X	X	X			7	62	63
36	X	X															2	55	56
35	X	X	X	X	X	X	X	X	X	X	X	X	X	X			9	53	54
34	X	X	X	X	X	X	X	X	X	X	X	X	X	X			7	44	44
33	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		11	37	
32	X	X	X	X	X	X	X	X	X	X	X	X	X	X			10	26	
31	X	X	X	X	X	X	X	X	X	X	X	X	X	X			4	16	
30	X	X	X	X	X	X	X	X	X	X	X	X	X	X			5	12	
29	X	X	X	X	X	X	X	X	X	X	X	X	X	X			3	7	
28	X	X															1	4	
27	X	X															2	3	
26																	0		
25																	0		
24	X																1	1	
23																	0		
22																	0		
21																	0		
20																	0		
19																	0		
18																	0		
17																	0		
16																	0		
15																	0		

CRITICAL SPEED (85 PERCENTILE) 40 MEDIAN SPEED (50 Percentile) 35

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Lime Street
SURVEY LIMITS:	Mulberry Avenue to Reid Avenue
POSTED SPEED LIMIT:	Not Posted
AVERAGE DAILY TRAFFIC:	Recent count not available
STREET WIDTH:	Varies between 36' and 22'
STREET CONDITION:	Fair to Poor.
CURB & GUTTER:	Eastern side – 10% of the frontage is developed with curb & gutter and sidewalk, remaining no improvements Western side – 10% of the frontage is developed with curb & gutter and sidewalk, remaining no improvements
STREET GEOMETRY:	Straight two lane collector street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties exist throughout this corridor. The corridor also includes a mixture of several multi-family, church and commercial complexes.
UNIQUE OR UNUSUAL	Street is designated a collector that is partially improved and predominantly lined with undeveloped properties. The traffic lanes for this street are in poor condition and lacks significant amount of concrete improvements along each side of the street. The fact that residential properties, and that the road narrows down into a two lane road with no improvements on each side results in the need for extra caution when driving along this section of street.
RECOMMENDATION:	Radars speed survey indicates an 85% speed of 39 MPH. For the reasons noted above and in accordance CVC Sections 627 and 22352, implement Prima Facie Speed Limit of 40 MPH.

RADAR SPEED SURVEY

JURISDICTION: PORTERVILLE P.D. DATE: 3-13-2020
 LOCATION: LIME / MULBERRY - REID
 DIRECTION: N/S BEGIN: 1500 END: 1624 WEATHER: PARTLY CLOUDY 72°
 RECORDER: THOMAS R. BEAR EXISTING SPEED LIMIT: NONE NOTED

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
55																					0		
54																					0		
53																					0		
52																					0		
51																					0		
50																					0		
49																					0		
48	X	X																			2	69	100
47																					0		
46																					0		
45	X																				1	67	97
44																					0		
43	X																				1	66	96
42	X	X	X																		2	65	94
41	X	X	X	X																	3	63	91
40	X	X	X	X	X																2	60	87
39	X	X	X	X	X																2	58	84
38	X	X	X	X	X																2	56	81
37	X	X	X	X	X	X															4	54	78
36	X	X	X	X	X	X	X														5	50	72
35	X	X	X	X	X																2	45	65
34	X	X	X	X	X																3	43	62
33	X	X	X	X	X	X	X	X													7	40	58
32	X	X	X	X	X	X	X	X	X												4	33	48
31	X	X	X	X	X	X	X	X	X												6	29	
30	X	X	X	X	X	X	X	X	X												6	23	
29	X	X	X	X	X																2	17	
28	X	X	X	X																	2	15	
27	X	X																			1	13	
26	X	X	X	X																	3	12	
25	X	X	X	X	X	X	X	X	X	X											9	9	
24																					0		
23																					0		
22																					0		
21																					0		
20																					0		
19																					0		
18																					0		
17																					0		
16																					0		
15																					0		

CRITICAL SPEED (85 PERCENTILE) 39 MEDIAN SPEED (50 Percentile) 32

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CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Main Street
SURVEY LIMITS:	Yates to Date
POSTED SPEED LIMIT:	40 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Not Available
STREET WIDTH:	64'
STREET CONDITION:	Fair to good
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Street is a four lane street with a severe bends (horizontal curves) cross the railroad tracks at a skewed angle. The northern limits of this street segment has designated bike lanes that have narrowed the outside lanes.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial, retail businesses and junior college.
UNIQUE OR UNUSUAL CONDITIONS:	The skewed railroad crossing is less than satisfactory. A significant amount of pedestrian and bicycle traffic is experienced throughout the year.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 50 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 40 MPH to 45 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville PD DATE: 10-31-2020
 LOCATION: Main 1 Yates to Dale
 DIRECTION: N/S BEGIN: 1432 END: 1451 WEATHER: Smokey
 RECORDER: Thomas R. Bese V-22 EXISTING SPEED LIMIT: 40

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	%
	5	10	15	20																			CUM.
55																							
54	X	X																			2	79	100
53	X	X	X	X																	4	77	97
52	X	X	X	X	X																4	73	92
51	X	X	X	X																	3	69	87
50	X	X	X	X																	3	66	84
49	X	X	X																		2	63	80
48	X	X	X	X	X																4	61	77
47	X	X	X																		2	57	72
46	X	X	X	X	X	X	X	X													7	55	70
45	X	X	X	X	X																4	48	61
44	X	X	X																		3	44	56
43	X	X	X	X	X	X	X														6	41	52
42	X	X	X	X	X	X	X	X													5	35	44
41	X	X	X	X	X	X	X														6	30	
40	X	X	X																		3	24	
39	X	X	X	X	X																5	21	
38	X	X	X	X	X	X	X	X													7	16	
37	X	X	X																		2	9	
36	X	X	X	X	X																5	7	
35	X																				1	2	
34																							
33	X																				1	1	
32																							
31																							
30																							
29																							
28																							
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 50 MEDIAN SPEED (50 Percentile) 40

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Main Street
SURVEY LIMITS:	Morton Avenue to Henderson Avenue
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	8,350
STREET WIDTH:	60'
STREET CONDITION:	Fair
CURB & GUTTER:	Curb & gutter exists along both sides of street.
STREET GEOMETRY:	Straight four lane street with a large radius midway curve.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial, professional offices and retail businesses are located along street corridor.
UNIQUE OR UNUSUAL CONDITIONS:	This section of Main Street lacks sufficient parking in front of the area businesses. Parallel parking along Main Street is in use and some businesses have off site parking. Ingress and egress from the many businesses make this corridor difficult for through traffic.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 41 MPH. For the reasons noted above, maintain posted speed limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 10-31-2020
 LOCATION: Highway 4 Martin - Henderson
 DIRECTION: N/S BEGIN: 1529 END: 1545 WEATHER: 81 Smoky
 RECORDER: Thomas R. Reed V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															

55																			
54																			
53																			
52																			
51																			
50	X	X															2	85	100
49																			
48																			
47	X	X															2	83	98
46	X																1	81	99
45	X	X															2	80	94
44	X	X															2	78	92
43	X																1	76	89
42	X	X	X														3	75	88
41	X	X	X	X	X	X	X	X									8	72	85
40	X	X	X	X	X	X	X	X									5	64	75
39	X	X	X	X	X	X	X	X									6	59	69
38	X	X	X	X	X	X	X	X									5	53	62
37	X	X	X	X	X	X	X	X	X	X							9	48	56
36	X	X	X	X	X	X	X	X	X	X							8	39	46
35	X	X	X	X	X	X	X	X	X	X							8	31	
34	X	X	X	X	X	X	X	X	X	X							8	25	
33	X	X	X	X	X	X	X	X	X	X							3	17	
32	X	X	X	X	X	X	X	X	X	X							4	14	
31	X	X	X	X	X	X	X	X	X	X							3	10	
30	X	X	X	X	X	X	X	X	X	X							3	7	
29	X	X															1	4	
28	X	X															1	3	
27	X	X															1	2	
26	X																1	1	
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 41 MEDIAN SPEED (50 Percentile) 36

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Main Street
SURVEY LIMITS:	Henderson Avenue to Westfield Avenue
POSTED SPEED LIMIT:	45 MPH
AVERAGE DAILY TRAFFIC:	Recent Count not Available
STREET WIDTH:	Approximately 30'
STREET CONDITION:	Fair to poor.
CURB & GUTTER:	Minimal curb and gutter along both sides of street and minimal pavement shoulder widths where curb and gutter is missing.
STREET GEOMETRY:	Two lane arterial designated street with large sweeping horizontal and vertical curves.
DESCRIPTION OF ADJACENT PROPERTIES:	Predominately open space. Commercial businesses are located near Westfield/Main intersection some residential properties are sparsely located along west side.
UNIQUE OR UNUSUAL CONDITIONS:	There are significant sections of this street that are poor condition. The adjacent properties drop off or rise rapidly lying significantly lower and higher than the adjacent street grade. Vehicles exiting their driveways have difficulty seeing traffic along street. Asphalt along this corridor has little to no shoulder and the drop off and rise from the edge of street is significant.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 53 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 45 MPH to 50 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 10-31-2020
 LOCATION: MAIN S HENDERSON - Westfield
 DIRECTION: N/S BEGIN: 1550 END: 1602 WEATHER: 81 Smokey
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 45

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
70																							
69																							
68																							
67																							
66																							
65																							
64																							
63																							
62																							
61																							
60																							
59																							
58																							
57	X	X	X	X																	4	87	100
56	X	X																			1	83	95
55	X	X																			2	82	94
54	X	X	X	X																	4	80	92
53	X	X	X	X	X																5	76	87
52	X	X																			2	71	82
51	X																				1	69	79
50	X	X	X	X	X																5	68	78
49	X	X	X	X	X	X															6	63	72
48	X																				1	57	66
47	X	X	X	X	X	X	X														7	56	64
46	X	X	X	X	X	X	X	X	X	X											10	49	56
45	X	X	X	X	X																6	39	45
44	X																				1	33	
43	X	X	X	X	X	X	X	X	X												9	32	
42	X	X	X	X	X																5	23	
41	X	X	X	X																	4	18	
40																							
39	X	X	X	X	X																6	14	
38	X	X																			2	8	
37	X																				1	6	
36																							
35	X																				1	5	
34	X	X	X	X																	4	4	
33																							
32																							
31																							
30																							

CRITICAL SPEED (85 PERCENTILE) 53 MEDIAN SPEED (50 Percentile) 45

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Main Street
SURVEY LIMITS:	Westfield Avenue to City Limits
POSTED SPEED LIMIT:	50 MPH
AVERAGE DAILY TRAFFIC:	Recent Count not Available
STREET WIDTH:	Approximately 30'
STREET CONDITION:	Fair to poor.
CURB & GUTTER:	Minimal curb and gutter along both sides of street and minimal pavement shoulder widths where curb and gutter is missing.
STREET GEOMETRY:	Two lane arterial designated street with large sweeping horizontal and vertical curves.
DESCRIPTION OF ADJACENT PROPERTIES:	Predominately open space. Commercial businesses are located near Westfield/Main intersection and a nightclub south of the Reid/Main intersection, some residential properties are sparsely located along west side.
UNIQUE OR UNUSUAL CONDITIONS:	There are significant sections of this street that are poor condition. The adjacent properties drop off or rise rapidly lying significantly lower and higher than the adjacent street grade. Vehicles exiting their driveways have difficulty seeing traffic along street. Asphalt along this corridor has little to no shoulder and the drop off and rise from the edge of street is significant.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 58 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 50 MPH to 55 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 10-31-2020
 LOCATION: Highway 6 Westfield - city limits
 DIRECTION: N/S BEGIN: 1607 END: 1625 WEATHER: 82 Smokey
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 50

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
70																							
69																							
68																							
67	X	X																			2	81	100.0
66																							
65																							
64																							
63	X																				1	79	97.5
62	X	X																			2	78	96.3
61	X																				1	76	93.8
60	X																				1	75	92.6
59	X	X																			2	74	91.4
58	X	X	X	X	X	X	X	X	X												9	72	88.9
57	X	X																			2	63	77.8
56	X	X	X	X																	4	61	75.3
55	X	X	X	X	X	X	X	X													7	57	70.4
54	X	X	X																		3	50	61.7
53	X	X	X	X	X	X	X	X	X	X											9	47	58.0
52	X	X	X	X	X	X	X	X	X	X	X										8	38	46.9
51	X	X	X	X	X	X															6	30	37.0
50	X	X	X	X																	3	24	29.6
49	X	X	X	X	X																4	21	25.9
48	X	X	X	X																	3	17	21.0
47	X	X	X	X																	3	14	17.3
46	X	X	X	X																	4	11	13.6
45																							
44																							
43	X	X	X																		3	7	8.6
42	X																				1	4	4.9
41	X																				1	3	3.7
40	X																				1	2	2.5
39	X																				1	1	1.2
38																							
37																							
36																							
35																							
34																							
33																							
32																							
31																							
30																							

CRITICAL SPEED (85 PERCENTILE) 58 MEDIAN SPEED (50 Percentile) 52

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Mathew Street
SURVEY LIMITS:	Heritage to Olive
POSTED SPEED LIMIT:	30 MPH
AVERAGE DAILY TRAFFIC:	Recent traffic counts are not available
STREET WIDTH:	40 feet
STREET CONDITION:	Fair to Good
CURB & GUTTER:	Curb & gutter exists along both sides of street
STREET GEOMETRY:	Straight two lane local street
DESCRIPTION OF ADJACENT PROPERTIES:	A large church, including a Christian based school, is located at the southwest corner of Olive Avenue and Mathew Street. A storage unit facility is located on the southeast corner of Olive Avenue and Mathew Street. Summit Charter Academy (Burton School District) is located on the west side of Mathew Street midway between Olive Avenue and River Avenue, with the remainder being residential developed or residential zoned vacant property. Vehicles exiting their driveways have difficulty seeing traffic along this street segment.
UNIQUE OR UNUSUAL CONDITIONS:	Several residential properties are contiguous to this street, combined with the school and church, results in the need for extra caution when driving along this section of street. .
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 35 MPH. For the reasons noted above, maintain posted speed limit of 30 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of both Summit Charter Academy and the Church.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11/4/2020
 LOCATION: Matthew-1 Heritage - Olive
 DIRECTION: N/S BEGIN: 1000 END: 1200 WEATHER: 80 Smoky
 RECORDER: Thomas R. REARV-22 EXISTING SPEED LIMIT: 30

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	%
	5	10	15	20																		CUM.	
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47																							
46																							
45																							
44																							
43																							
42	X																			1	73	100	
41																							
40																							
39	X																			1	72	99	
38	X	X																		2	71	97	
37	X	X	X																	3	69	95	
36	X	X	X	X																4	66	90	
35	X	X	X	X	X															6	62	85	
34	X	X	X	X	X															3	56	77	
33	X	X	X	X	X															3	53	73	
32	X	X	X	X	X	X														6	50	68	
31	X	X	X	X	X	X	X													6	44	60	
30	X	X	X	X	X	X	X	X	X											10	38	52	
29	X	X	X	X	X	X	X													3	28	29	
28	X	X	X	X	X	X	X													6	25		
27	X	X	X	X	X	X	X													7	19		
26	X	X	X	X	X	X	X													5	12		
25	X	X	X	X	X	X	X													7	7		
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 75 MEDIAN SPEED (50 Percentile) 30

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Mathew Street
SURVEY LIMITS:	Olive Avenue to Morton Avenue
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	Recent traffic counts are not available
STREET WIDTH:	64 feet
STREET CONDITION:	Fair
CURB & GUTTER:	Curb & gutter exists along both sides of street.
STREET GEOMETRY:	Straight two lane road with a center dual turn lane with designated bike lanes on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	This area is a residential district with residential properties contiguous to both sides of Mathew Street,
UNIQUE OR UNUSUAL CONDITIONS:	Street is a functional collector constructed to City standards with parking lanes and bike lanes adjacent to the curb and gutter. Several residents have direct access to Mathew Street via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along this street and the mixture of several multi-family, results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 42 MPH. For the reasons noted above, maintain posted speed limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-4-2024
 LOCATION: Matthew Z Olive - Morton
 DIRECTION: N/S BEGIN: 0920 END: 0952 WEATHER: 68 Smoky
 RECORDER: Thomas R. Beard V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47																							
46																							
45	X	X	X	X	X	X															9	86	100
44	X	X	X	X	X	X															5	81	93
43	X	X	X	X	X	X															3	76	87
42	X	X	X	X	X	X															5	72	84
41	X	X	X	X	X	X															1	68	79
40	X	X	X	X	X	X															5	67	78
39	X	X	X	X	X	X															5	63	73
38	X	X	X	X	X	X															5	59	69
37	X	X	X	X	X	X	X	X	X												7	55	64
36	X	X	X	X	X	X	X	X	X												6	48	56
35	X	X	X	X	X	X	X	X	X	X											10	42	49
34	X	X	X	X	X	X	X	X	X	X											5	34	
33	X	X	X	X	X	X	X	X	X	X											8	30	
32	X	X	X	X	X	X	X	X	X	X	X										10	22	
31	X	X	X	X	X	X	X	X	X	X	X										1	13	
30	X	X	X	X	X	X	X	X	X	X	X										5	12	
29	X	X	X	X	X	X	X	X	X	X	X										5	7	
28	X	X	X	X	X	X	X	X	X	X	X										1	3	
27	X	X	X	X	X	X	X	X	X	X	X										2	2	
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 42 MEDIAN SPEED (50 Percentile) 35

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Mathew Street
SURVEY LIMITS:	Morton to White Chapel
POSTED SPEED LIMIT:	(Not Posted)
AVERAGE DAILY TRAFFIC:	Recent traffic counts are not available
STREET WIDTH:	Varies between 40' and 64 feet
STREET CONDITION:	Poor to Fair
CURB & GUTTER:	Curb & gutter exists along both sides of street.
STREET GEOMETRY:	Northerly transition from a wide two lane to a narrow two lane street.
DESCRIPTION OF ADJACENT PROPERTIES:	This area is a residential district with residential properties contiguous to both sides of Mathew Street, with one exception and that exception being a church located at the northwest corner of Mathew Street and Morton Avenue.
UNIQUE OR UNUSUAL CONDITIONS:	This street segment meets the residential district criteria per CVC Sections 627 and 22352.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 35 MPH. For the reasons noted above, residential district, implement Prima Facie Speed Limit of 25 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-4-2020
 LOCATION: MATHEW 3 MORTON - WHITE CHAPEL
 DIRECTION: N/S BEGIN: 1400 END: 1446 WEATHER: Smoky 86°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: Not Posted

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	%
	5	10	15	20															CUM.

55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47																			
46																			
45																			
44																			
43																			
42																			
41	X																1	74	100
40	X	X	X														3	73	99
39	X																1	70	95
38	X																1	69	93
37	X	X	X	X	X												4	68	92
36	X	X	X														2	64	86
35	X	X	X	X	X	X											5	62	84
34	X	X	X	X	X	X											5	57	77
33	X	X	X	X	X	X											5	52	70
32	X	X	X	X	X	X											5	48	65
31	X	X	X	X	X	X	X										6	43	58
30	X	X	X	X	X	X	X										5	37	50
29	X	X	X	X	X	X	X	X	X								8	32	
28	X	X	X	X	X	X	X	X	X								6	24	
27	X	X	X	X	X	X	X	X	X	X							8	18	
26	X	X	X	X													3	10	
25	X	X	X	X	X	X	X	X									7	7	
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 35 MEDIAN SPEED (50 Percentile) 30

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Mathew Street
SURVEY LIMITS:	Henderson Avenue to Mulberry Avenue
POSTED SPEED LIMIT:	Not Posted
AVERAGE DAILY TRAFFIC:	Recent count not available
STREET WIDTH:	Varies between 30' and 22'
STREET CONDITION:	Fair to Poor.
CURB & GUTTER:	Eastern side – 10% of the frontage is developed with curb & gutter and sidewalk, remaining no improvements Western side –remaining no improvements
STREET GEOMETRY:	Straight two lane collector street not improved to with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties exist throughout this corridor. The corridor also includes a mixture of several multi-family, church and commercial complexes.
UNIQUE OR UNUSUAL	Street is designated a collector that is partially improved and predominantly lined with undeveloped properties. The traffic lanes for this street are in poor condition and lacks significant amount of concrete improvements along each side of the street. The fact that residential properties, and that the road narrows down into a two lane road with no improvements on each side results in the need for extra caution when driving along this section of street. This is also one of the roads taken to connect to Oak Grove School.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 38 MPH. For the reasons noted above and in accordance CVC Sections 627 and 22352, implement Prima Facie Speed Limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville PD DATE: 11/11/2020
 LOCATION: Marshall 4 Henderson - Mulberry
 DIRECTION: N/S BEGIN: 1327 END: 1357 WEATHER: Smokey 84°
 RECORDER: Thomas R. Beck EXISTING SPEED LIMIT: not posted

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47																							
46																							
45																							
44																							
43																							
42																							
41	X	X	X																		3	78	100
40	X	X	X																		3	75	96
39	X	X	X	X																	4	72	92
38	X	X	X	X	X	X	X														7	68	87
37	X	X	X	X	X	X	X														5	61	78
36	X	X	X	X	X	X	X														6	56	72
35	X	X	X	X	X	X	X	X													8	50	64
34	X	X	X	X	X	X	X														5	42	54
33	X	X	X	X	X	X	X														5	37	47
32	X	X	X	X	X	X	X	X	X												9	32	41
31	X	X	X	X	X	X	X														3	23	29
30	X	X	X	X	X	X															5	20	26
29	X	X	X	X	X																2	15	19
28	X	X	X	X	X																6	13	17
27	X	X	X	X																	3	7	9
26	X	X	X																		4	4	5
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 38 MEDIAN SPEED (50 Percentile) 33

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Morton Avenue
SURVEY LIMITS:	Westwood Street to Mathew Street
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	6,108
STREET WIDTH:	64'
STREET CONDITION:	Fair.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with a bike lane and no parking along the street on each side.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties, with a church, and Burton Elementary School are located along this corridor.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with lanes adjacent to the curb and gutter. Several residents have direct access to Morton Avenue via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along street, the bike path, and the church make this corridor extra cautious. This corridor is a primary route to Burton Elementary School and warrants a level of safety due to peak traffic situations to and from the campus along with pedestrian access, results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 43 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the school.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-4-2020
 LOCATION: Morton I Westwood - Mariner
 DIRECTION: EW BEGIN: 1515 END: 1538 WEATHER: 840 Smokey
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: Not Posted 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.	
	5	10	15	20																				
55																								
54																								
53																								
52																								
51																								
50																								
49																								
48																								
47	X																			1	74	100		
46	X	X																		2	73	99		
45	X	X	X	X																4	71	96		
44	X	X	X	X																3	67	91		
43	X	X	X	X																3	64	86		
42	X																			1	61	82		
41	X	X	X	X	X	X														6	60	81		
40	X	X	X	X	X	X														6	54	73		
39	X	X	X	X	X	X														2	48	65		
38	X	X	X	X	X	X														4	46	62		
37	X	X	X	X	X	X	X	X												8	42	57		
36	X	X	X	X	X	X	X	X	X	X										10	34	46		
35	X	X	X	X	X	X	X	X												8	24			
34	X	X	X	X	X	X														5	16			
33	X	X	X	X	X															2	11			
32	X	X	X	X	X	X														5	9			
31	X	X	X	X																3	4			
30	X																			1	1			
29																								
28																								
27																								
26																								
25																								
24																								
23																								
22																								
21																								
20																								
19																								
18																								
17																								
16																								
15																								

CRITICAL SPEED (85 PERCENTILE) 43 MEDIAN SPEED (50 Percentile) 36

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Morton Avenue
SURVEY LIMITS:	Mathew Street to Newcomb Street
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	9,105
STREET WIDTH:	64'
STREET CONDITION:	Fair.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with a bike lane and no parking along the street on each side.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties, commercial properties and multifamily properties are located along this corridor.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with lanes adjacent to the curb and gutter. Several residents have direct access to Morton Avenue via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along street, the bike path, and pedestrians, results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 43 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-1-2020
 LOCATION: MORTON 2 MARKET - NECOMB
 DIRECTION: EW BEGIN: 0931 END: 0945 WEATHER: Clear 72
 RECORDER: Thomas R. Beale V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52	X																1	87	100
51																			
50	X																1	86	99
49																			
48																			
47	X	X															2	85	98
46																			
45	X																1	83	95
44	X	X	X	X	X	X											6	82	94
43	X	X	X	X	X												4	76	87
42	X	X	X														2	72	83
41	X	X	X														2	70	80
40	X	X	X														3	68	78
39	X	X	X	X	X	X	X	X	X								10	65	75
38	X	X	X	X	X	X											5	55	63
37	X	X	X	X	X												5	50	57
36	X	X	X	X	X	X											7	45	52
35	X	X	X	X	X	X	X	X									9	38	44
34	X	X	X	X	X	X	X	X	X								10	29	
33	X	X	X	X	X	X											7	19	
32	X	X	X														3	12	
31	X	X	X	X													4	9	
30	X																1	5	
29	X	X															2	4	
28																			
27	X																1	2	
26	X																1	1	
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 43 MEDIAN SPEED (50 Percentile) 36

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Morton Avenue
SURVEY LIMITS:	Newcomb Street to Porter Road
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	13,636
STREET WIDTH:	64'
STREET CONDITION:	Fair.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with the majority of the street having a bike lane and no parking along the street on each side.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties, commercial properties, multifamily properties, and Veterans Park are located along this corridor.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with lanes adjacent to the curb and gutter. Several residents have direct access to Morton Avenue via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along street, the bike lane, and pedestrians, results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 43 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-1-2020
 LOCATION: MORTON & Newcomb - Porter
 DIRECTION: EW BEGIN: 9:55am END: 9:55 WEATHER: Smokey 72°
 RECORDER: Diego Andrade V-44 EXISTING SPEED LIMIT: 35
10:31am

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															

55																			
54																			
53																			
52	X																1	76	100
51	X																1	75	99
50																			
49	X																1	74	97
48	X																1	73	96
47	X																1	72	95
46																			
45	X	X															2	71	93
44	X	X	X	X	X	X											6	69	91
43	X	X	X	X	X	X	X	X									8	63	83
42	X	X	X	X	X	X											5	55	72
41	X	X	X	X	X												4	50	66
40	X	X	X	X	X	X	X										7	46	61
39	X	X	X														3	39	51
38	X	X	X	X	X	X	X	X									8	36	47
37	X	X	X	X	X	X	X										7	28	
36	X	X	X	X													4	21	
35	X	X	X	X	X	X	X	X	X	X							10	17	
34	X	X	X														3	7	
33	X	X															2	4	
32	X																1	2	
31																			
30																			
29	X																1	1	
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 43 MEDIAN SPEED (50 Percentile) 39

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Morton Avenue
SURVEY LIMITS:	Porter Road to D Street
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	11,886
STREET WIDTH:	64'
STREET CONDITION:	Fair.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with the majority of the street having a bike lane and no parking along the street on each side. Parking is allowed at commercial properties
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties, commercial properties, multifamily properties, Belleview Elementary School, Bartlett Middle School, St. Annes School, and St. Annes Church are located along this corridor.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with lanes adjacent to the curb and gutter. Several residents have direct access to Morton Avenue via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along street. The ingress and egress at all commercial properties. The adjacent bike lane, the existing mid-block crosswalks for the corresponding school, and pedestrians, results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 42 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the schools.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-1-2020
 LOCATION: MORTON 4 PORTER-D-STREET
 DIRECTION: EW BEGIN: 10:38 END: 10:58 WEATHER: Clear 77°
 RECORDER: Diego Andrade V-44 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	%
	5	10	15	20															CUM.

55																			
54																			
53																			
52																			
51																			
50	X																1	94	100
49																			
48	X																1	93	99
47																			
46																			
45	X	X	X														3	92	98
44	X	X	X	X													4	89	95
43	X	X	X	X													3	85	90
42	X	X	X	X	X												5	82	87
41	X	X	X	X	X	X	X	X	X	X							9	77	82
40	X	X	X	X	X	X	X										6	68	72
39	X	X	X	X	X	X											6	62	66
38	X	X	X	X	X	X	X	X	X	X	X	X					11	56	60
37	X	X	X	X	X	X	X	X	X	X	X	X	X				10	45	48
36	X	X	X	X	X	X	X	X	X								8	35	
35	X	X	X	X	X	X	X										7	27	
34	X	X	X	X	X	X	X										8	20	
33	X	X															2	12	
32	X	X	X														3	10	
31	X	X	X	X													4	7	
30	X	X															2	3	
29	X																1	1	
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 42 MEDIAN SPEED (50 Percentile) 37

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Morton Avenue
SURVEY LIMITS:	D Street to Plano Street
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	7,346
STREET WIDTH:	64'
STREET CONDITION:	Fair.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with parking along the street on each side. Parking is also at 45 degree angle at Roche Elementary School
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties, commercial properties, multifamily properties, Roche Elementary School, 3 churches are located along this corridor.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with lanes adjacent to the curb and gutter. Several residents have direct access to Morton Avenue via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along street. The ingress and egress at all commercial properties. The existing mid-block crosswalks for the trail project, pedestrians, this corridor being the primary route to Roche Elementary School warrants a level of safety due to peak traffic situations to and from the campus. All this results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radars speed survey indicates an 85% speed of 38 MPH. For the reasons noted above, maintain posted speed limit of 35 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the schools.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11/1/2020
 LOCATION: MORTON S - D STREET - PLANO
 DIRECTION: EW BEGIN: 10:58am END: 11:20am WEATHER: Clear 83°
 RECORDER: Diego Andrade U-44 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47	X																			1	78	100	
46																							
45	X																			1	77	99	
44																							
43																							
42	X																			1	76	97	
41	X	X																		2	75	96	
40	X	X	X	X																4	73	94	
39	X	X	X	X																4	69	88	
38	X	X	X																	3	65	83	
37	X	X	X	X																5	62	79	
36	X	X	X	X	X															5	58	74	
35	X	X	X	X																4	53	68	
34	X	X	X	X	X	X														6	49	63	
33	X	X	X	X	X	X	X													7	43	55	
32	X	X	X	X	X															5	36	46	
31	X	X	X	X	X	X	X													7	31		
30	X	X	X	X	X	X	X	X	X											9	24		
29	X	X	X	X	X	X	X													7	15		
28	X	X	X	X																4	8		
27	X	X	X	X																4	4		
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 38 MEDIAN SPEED (50 Percentile) 32

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Morton Avenue
SURVEY LIMITS:	Plano Street to Leggett Street
POSTED SPEED LIMIT:	40 MPH
AVERAGE DAILY TRAFFIC:	No Recent Counts Available
STREET WIDTH:	64'
STREET CONDITION:	Fair.
CURB & GUTTER:	Southern side – 50% of the frontage is developed with curb & gutter and sidewalk, remaining no improvements with dirt shoulder. Northern side – 50% of the frontage is developed with curb & gutter and sidewalk, remaining no improvements with dirt shoulder.
STREET GEOMETRY:	Straight two lane arterial street not improved to City Standard with parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties, undeveloped properties, and agricultural land are located along this corridor.
UNIQUE OR UNUSUAL	Street is a functional arterial not fully developed to City standards. The traffic lanes for this street are in fair condition and lack significant amount of concrete improvements along each side of the street. The fact that residential properties, and that the road narrows down into a two lane road with no improvements on each side results in the need for extra caution when driving along this section of street. .
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 43 MPH. For the reasons noted above, maintain posted speed limit of 40 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the school.

RADAR SPEED SURVEY

JURISDICTION: POWERSVILLE RD. DATE: 11-17-2020
 LOCATION: MORTON 6 PLANO-LEGGETT
 DIRECTION: ELW BEGIN: 1300 END: 1329 WEATHER: CLOUDY 83°
 RECORDER: TITOMAS R. BRAD V-22 EXISTING SPEED LIMIT:

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49	X																1	73	100
48	X																1	72	99
47	X	X															3	71	97
46	X	X	X														2	68	93
45	X	X	X														2	66	91
44	X	X	X	X													3	64	88
43	X	X	X	X	X												4	61	84
42	X	X	X	X	X	X											5	57	78
41	X	X	X	X	X	X	X										6	52	71
40	X	X	X	X	X	X											2	46	63
39	X	X	X	X	X	X	X										5	44	60
38	X	X	X	X	X	X	X	X									7	39	53
37	X	X	X	X	X	X	X	X	X								6	32	44
36	X	X	X	X	X	X	X	X	X	X							7	26	
35	X	X	X	X	X	X											2	19	
34	X	X	X	X	X	X	X										6	17	
33	X	X	X	X	X	X											3	11	
32	X	X	X	X	X	X											4	8	
31	X	X	X	X	X	X											3	4	
30	X																1	1	
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 40 MEDIAN SPEED (50 Percentile) 38

N

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Newcomb Avenue
SURVEY LIMITS:	River Springs Avenue to Olive Avenue
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	2,650
STREET WIDTH:	Varies between 30' and 64'
STREET CONDITION:	Fair
CURB & GUTTER:	Curb and gutter along the full length (3500') of the east side and about 2000 feet of curb and gutter on west side.
STREET GEOMETRY:	Straight two lane arterial designated street, with a transition from a 64' wide roadway to a 30' wide roadway near W. Forest Lane.
DESCRIPTION OF ADJACENT PROPERTIES:	Eastern Side: Predominately residential with some developed commercial parcels located at the southeast corner of Olive Avenue and Newcomb Street. Western Side: Predominately open space (farm land. There is a residential development along the southern 1000' and the Hubbs Minor Ditch is adjacent to the west edge of pavement along the northern half of this corridor.
UNIQUE OR UNUSUAL CONDITIONS:	Open space along west side of street and residential on the east side with multiple driveways to residential homes. Street width is less than standard width and street lacks developed shoulders. The transition from a wide roadway to a narrow roadway or vice versa require vehicular caution.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 45 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porter ville P.D. DATE: 11-17-2020
 LOCATION: Newcomb & Riversprings - Olive
 DIRECTION: N/S BEGIN: 1230 END: 1252 WEATHER: Cloudy 83°
 RECORDER: Thomas R. Brack V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49	X																1	73	100
48	X	X															3	72	97
47	X	X	X														3	69	95
46	X	X	X														2	66	89
45	X	X	X														2	64	86
44	X	X	X	X													4	62	79
43	X	X	X	X	X												5	58	77
42	X	X	X	X	X												5	53	64
41	X	X	X	X	X												3	48	56
40	X	X	X	X	X												6	45	45
39	X	X	X	X	X												4	39	
38	X	X	X	X	X	X											7	35	
37	X	X	X	X	X	X	X										8	28	
36	X	X	X	X	X												3	20	
35	X	X	X	X	X												3	17	
34	X	X	X	X	X												8	14	
33	X	X	X	X	X	X	X	X	X								10	10	
32																			
31																			
30																			
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 45 MEDIAN SPEED (50 Percentile) 40

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Newcomb Street
SURVEY LIMITS:	Olive Avenue to Morton Avenue
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Not Available
STREET WIDTH:	64'
STREET CONDITION:	Good.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties exist throughout this corridor. The corridor also includes a mixture of several multi-family and commercial complexes.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with parking lanes adjacent to the curb and gutter. Several residents have direct access to Newcomb Street via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along this street and the mixture of several multi-family, and commercial complexes along the same corridor results in the need for extra caution when driving along this section of street..
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 42 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-17-2024
 LOCATION: Newcomb 2 Olive - Morton
 DIRECTION: N/S BEGIN: 1210 END: 1224 WEATHER: Cloudy 83°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	%
	5	10	15	20																			CUM.
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47																							
46																							
45	X	X	X																		3	75	100
44	X	X	X																		3	72	96
43	X	X	X																		3	69	92
42	X	X	X	X	X																6	66	88
41	X	X	X	X	X																3	60	80
40	X	X	X	X	X	X															7	57	76
39	X	X	X	X	X	X	X														8	50	67
38	X	X	X	X	X	X	X														6	42	56
37	X	X	X	X	X	X	X														4	36	48
36	X	X	X	X	X	X	X	X	X												10	32	
35	X	X	X	X	X	X	X	X	X												9	22	
34	X	X	X	X	X	X	X	X	X												7	13	
33	X	X	X	X	X	X	X	X	X												3	6	
32	X	X	X	X	X	X	X	X	X												2	3	
31	X	X	X	X	X	X	X	X	X												1	1	
30																							
29																							
28																							
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 42 MEDIAN SPEED (50 Percentile) 37

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Newcomb Street
SURVEY LIMITS:	Morton Avenue to Henderson Avenue
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	10,601
STREET WIDTH:	64'
STREET CONDITION:	Good.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties exist throughout this corridor. The corridor also includes a mixture of several multi-family, commercial complexes, and Veterans Park to the East.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with parking lanes adjacent to the curb and gutter. Several residents have direct access to Newcomb Street via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along this street and the mixture of several multi-family, commercial complexes, and pedestrian usage at Veterans Park along the same corridor results in the need to for extra caution when driving along this section of street. This corridor being the primary route to Monache High School warrants a level of safety due to peak traffic situations to and from the campus.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 42 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the school.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-17-2024
 LOCATION: Newcomb 2 Olive - Morton
 DIRECTION: N/S BEGIN: 1210 END: 1224 WEATHER: Cloudy 83°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47																			
46																			
45	X	X	X														3	75	100
44	X	X	X														3	72	96
43	X	X	X														3	69	92
42	X	X	X	X	X												6	66	88
41	X	X	X	X	X												3	60	80
40	X	X	X	X	X	X											7	57	76
39	X	X	X	X	X	X	X										8	50	67
38	X	X	X	X	X	X	X										6	42	56
37	X	X	X	X	X	X	X										4	36	48
36	X	X	X	X	X	X	X	X	X								10	32	
35	X	X	X	X	X	X	X	X	X								9	22	
34	X	X	X	X	X	X	X	X	X								7	13	
33	X	X	X	X	X	X	X	X	X								3	6	
32	X	X	X	X	X	X	X	X	X								2	3	
31	X	X	X	X	X	X	X	X	X								1	1	
30																			
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 42 MEDIAN SPEED (50 Percentile) 37

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Newcomb Street
SURVEY LIMITS:	Henderson Avenue to Pioneer Avenue
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	11,275
STREET WIDTH:	64'
STREET CONDITION:	Good.
CURB & GUTTER:	Curb and gutter exists on each side of the street within the survey limits.
STREET GEOMETRY:	Straight four lane arterial street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties exist throughout this corridor. The corridor also includes a mixture of several multi-family, commercial complexes, 2 churches, and Monache High School.
UNIQUE OR UNUSUAL	Street is a fully functional arterial constructed to City standards with parking lanes adjacent to the curb and gutter. Several residents have direct access to Newcomb Street via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along this street and the mixture of several multi-family, commercial complexes, church access, and pedestrian usage for school crossings onto Monache High School along this corridor results in the need for extra caution when driving along this section of street. This corridor being the primary route to Monache High School warrants a level of safety due to peak traffic situations to and from the campus.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 43 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the school.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-17-2020
 LOCATION: Newcomb & Henderson - Pioneer
 DIRECTION: N/S BEGIN: 0912 END: 0932 WEATHER: Sunny 69°
 RECORDER: Thomas R. Beatty EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	%
	5	10	15	20																			CUM.
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47																							
46	X	X	X	X	X																5	76	100
45	X	X	X																		2	71	93
44	X	X	X	X																	4	69	91
43	X	X	X	X																	4	65	86
42	X																				1	61	80
41	X	X	X	X	X	X															7	60	79
40	X	X	X	X																	3	53	70
39	X	X	X	X	X																6	50	66
38	X	X	X	X	X																5	44	58
37	X	X	X	X	X	X	X														8	39	51
36	X	X	X	X																	4	31	41
35	X	X	X	X	X																5	27	
34	X	X	X	X	X	X															7	22	
33	X	X	X	X	X	X															6	15	
32	X	X	X	X																	4	9	
31	X	X	X	X																	5	5	
30																							
29																							
28																							
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 43 MEDIAN SPEED (50 Percentile) 37

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Newcomb Street
SURVEY LIMITS:	Pioneer to North Grand
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	No Recent Counts Available
STREET WIDTH:	60' to 64'
STREET CONDITION:	Good
CURB & GUTTER:	Curb and gutter along nearly all of the street, small segments of asphalt and dirt shoulders exist along both sides of the street.
STREET GEOMETRY:	Straight four lane arterial street.
DESCRIPTION OF ADJACENT PROPERTIES:	Residential homes along east and west sides, with a church located at the southwest corner of North Grand Avenue and Newcomb Street. The large number of driveways to residential homes means there is high volume of ingress and egress movement from the residential homes.
UNIQUE OR UNUSUAL CONDITIONS:	Street is a fully functional arterial constructed to City standards with narrow lanes adjacent to the curb and gutter and dirt shoulders. The fact that residential properties and a church existing along this same corridor results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 45 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-17-2020
 LOCATION: Newcomb S Pioneer - North Grana
 DIRECTION: N/S BEGIN: 0936 END: 1002 WEATHER: Sunny 73°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	%
	5	10	15	20																			CUM.
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47	X																			1	70	100	
46	X	X	X	X	X															5	61	99	
45	X	X	X	X	X	X	X	X	X											9	64	91	
44	X	X																		2	55	79	
43	X	X	X																	3	53	76	
42	X	X	X	X																4	50	71	
41	X	X	X	X																4	46	66	
40	X	X	X	X	X	X	X													7	42	60	
39	X	X	X	X	X	X														6	35	50	
38	X	X	X																	3	29		
37	X	X	X	X	X	X	X	X	X											9	26		
36	X	X	X	X	X	X														7	17		
35	X	X																		2	10		
34	X	X	X	X																4	8		
33	X	X	X	X																4	4		
32																							
31																							
30																							
29																							
28																							
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 45 MEDIAN SPEED (50 Percentile) 39

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Newcomb Street
SURVEY LIMITS:	North Grand Avenue to Linda Vista
POSTED SPEED LIMIT:	45
AVERAGE DAILY TRAFFIC:	Recent count not available
STREET WIDTH:	Varies between 40' and 30'
STREET CONDITION:	Fair.
CURB & GUTTER:	Eastern side – 80% of the frontage is developed with curb & gutter and sidewalk, remaining no improvements Western side – 40% of the frontage is developed with curb & gutter and sidewalk, remaining no improvements
STREET GEOMETRY:	Straight two lane collector street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential properties exist throughout this corridor. The corridor also includes a mixture of several multi-family dwellings
UNIQUE OR UNUSUAL	Street is designated a collector that is partially improved and predominantly lined with undeveloped properties. The traffic lanes for this street are in fair condition and lacks significant amount of concrete improvements along each side of the street. The fact that residential properties, and that the road narrows down into a two lane road with no improvements on each side results in the need for extra caution when driving along this section of street.
RECOMMENDATION:	Radars speed survey indicates an 85% speed of 51 MPH. For reasons stated above, maintain posted speed limit of 45 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11/17/2020
 LOCATION: Newcomb G North Grass - Linda Vista
 DIRECTION: N/S BEGIN: 1130 END: 1202 WEATHER: Cloudy 79°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 45

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54	X																1	70	100
53	X	X	X	X	X												5	69	99
52	X	X	X	X													3	64	91
51	X	X	X	X	X												4	61	87
50	X	X	X	X	X												5	57	81
49	X	X	X	X													2	52	74
48	X	X	X	X													4	50	71
47	X	X	X	X													3	46	66
46	X	X	X														1	43	61
45	X	X	X	X	X												5	42	60
44	X	X	X	X													3	37	53
43	X	X	X	X													2	34	49
42	X	X	X	X													3	32	
41	X	X	X														3	29	
40	X	X	X														2	26	
39	X	X	X														2	24	
38	X	X	X	X	X												4	22	
37	X	X	X	X	X												4	18	
36	X	X	X	X	X	X											6	14	
35	X	X	X	X	X	X											5	8	
34	X	X	X														2	3	
33	X																1	1	
32																			
31																			
30																			
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 51 MEDIAN SPEED (50 Percentile) 43

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	North Grand Avenue
SURVEY LIMITS:	Newcomb Street to Highway 65
POSTED SPEED LIMIT:	35
AVERAGE DAILY TRAFFIC:	Recent count not available
STREET WIDTH:	Varies between 40' and 52'
STREET CONDITION:	Fair.
CURB & GUTTER:	Curb and Gutter exist on both sides of the street.
STREET GEOMETRY:	Straight two lane collector street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial properties exist throughout this corridor mixed in with residential houses and multi-family, the County Maintenance Yard and a church.
UNIQUE OR UNUSUAL	Street is designated a collector that is improved and predominantly lined with commercial properties. The traffic lanes for this street are in fair condition and the concrete improvements are in place. The fact that residential properties and a church existing along this same corridor along with the commercial properties, results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 42 MPH. For reasons stated above, maintain posted speed limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-16-2024
 LOCATION: NORTH GRAND 2 Newcomb - Hwy 65
 DIRECTION: E/W BEGIN: 1255 END: 1319 WEATHER: Sunny 70°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47	X	X															2	71	100
46																			
45																			
44	X	X	X														3	69	91
43	X	X	X	X													6	66	93
42	X	X	X	X	X												6	60	85
41	X	X	X	X													5	54	76
40	X	X															2	49	69
39	X	X	X														3	47	66
38	X	X	X	X	X	X	X	X	X	X							11	44	62
37	X	X	X	X	X	X											6	33	46
36	X	X	X	X	X												6	27	
35	X	X															2	21	
34	X	X	X	X													5	19	
33	X	X	X	X	X												6	14	
32	X																1	8	
31	X	X	X	X	X												5	7	
30	X	X															2	2	
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 42 MEDIAN SPEED (50 Percentile) 37

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	North Grand Avenue
SURVEY LIMITS:	Highway 65 to Main Street
POSTED SPEED LIMIT:	Not Posted
AVERAGE DAILY TRAFFIC:	Recent count not available
STREET WIDTH:	Varies between 40' and 30'
STREET CONDITION:	Fair.
CURB & GUTTER:	Northern side – 90% of the frontage is developed with curb & gutter but no sidewalk, remaining no improvements Southern side – 60% of the frontage is developed with curb & gutter but no sidewalk, remaining no improvements
STREET GEOMETRY:	Straight two lane collector street with a parking lane on each side of the street.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial properties exist throughout this corridor.
UNIQUE OR UNUSUAL	Street is designated a collector that is partially improved and predominantly lined with commercial properties. The traffic lanes for this street are in fair condition and lack concrete sidewalks along each side of the street. The fact that commercial properties on each side of the property need ingress and egress results in the need for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 38 MPH. For the reasons noted above and in accordance with CVC Sections 627, implement Prima Facie Speed Limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-16-2020
 LOCATION: NORTH GRAVING Hwy 65-Main
 DIRECTION: EW BEGIN: 1235 END: 1251 WEATHER: Sunny 70°
 RECORDER: Thomas R. Reese V-22 EXISTING SPEED LIMIT: Not Posted

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47																			
46																			
45																			
44																			
43	X	X	X	X													4	66	100
42	X	X	X														2	62	94
41	X	X															1	60	91
40	X																1	59	89
39	X	X	X														3	58	86
38	X	X	X	X	X	X	X										7	55	83
37	X	X	X	X	X	X											4	48	73
36	X	X	X	X	X												6	44	67
35	X	X	X	X													3	38	58
34	X	X	X	X	X	X	X	X									8	35	53
33	X	X	X	X	X	X	X	X	X								9	27	41
32	X	X	X	X													4	18	27
31	X	X	X	X													4	14	21
30	X	X	X														2	10	15
29	X	X	X	X													4	8	12
28	X	X	X														3	4	6
27	X																1	1	1
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 38 MEDIAN SPEED (50 Percentile) 34

0

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Olive Avenue
SURVEY LIMITS:	City Limits to Westwood Street
POSTED SPEED LIMIT:	50 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Data not Available
STREET WIDTH:	90'
STREET CONDITION:	Good
CURB & GUTTER:	Northern side – 50% of the frontage is developed with curb & gutter but no sidewalk, remaining no improvements Southern side – 60% of the frontage is developed with curb & gutter but no sidewalk, remaining no improvements
STREET GEOMETRY:	Straight four lane arterial street.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial and residential properties exist along this street corridor with a church. An open field at the southwest corner of Olive Avenue and Newcomb Street is zoned commercial and multi-family property with no immediate plans for development.
UNIQUE OR UNUSUAL CONDITIONS:	Street is a functional arterial constructed to partial City standards. The fact that residential properties, a church and due to the number of tractor/trailers that legally park in the commercially zoned areas along this same corridor results in the need for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 55 MPH. For the reasons noted above and in accordance with CVC Sections 627, implement Prima Facie Speed Limit of 50 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-16-2020
 LOCATION: Olive 1 city Limits - Westwood
 DIRECTION: EW BEGIN: 1350 END: 1408 WEATHER: Sunny 71°
 RECORDER: Thomas R. Bear V22 EXISTING SPEED LIMIT: 50

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
70																			
69																			
68																			
67																			
66																			
65																			
64																			
63	X	X															2	97	100
62	X																1	95	98
61	X																1	94	97
60	X	X															2	93	96
59	X	X															2	91	94
58																			
57	X																1	89	92
56	X	X	X	X	X	X	X	X									8	88	91
55	X	X															2	80	82
54	X	X	X	X	X	X	X	X	X								8	78	80
53	X	X	X	X	X	X	X	X									7	70	72
52	X	X	X	X	X	X											6	63	65
51	X	X	X	X	X												5	57	59
50	X	X	X	X	X	X	X	X	X	X	X						11	52	54
49	X	X															2	41	42
48	X	X	X	X	X	X	X	X									8	39	
47	X	X	X	X	X	X	X										7	31	
46	X	X	X	X													4	24	
45	X																1	20	
44	X	X	X	X													4	19	
43	X	X	X	X	X												4	15	
42	X	X	X	X	X												4	11	
41	X	X	X	X													3	7	
40	X	X	X														2	4	
39	X	X															1	2	
38	X																1	1	
37																			
36																			
35																			
34																			
33																			
32																			
31																			
30																			

CRITICAL SPEED (85 PERCENTILE) 55 MEDIAN SPEED (50 Percentile) 50

STREET NAME:	Olive Avenue
SURVEY LIMITS:	Westwood Street to Mathew Street
POSTED SPEED LIMIT:	40 MPH
AVERAGE DAILY TRAFFIC:	9,568
STREET WIDTH:	90'
STREET CONDITION:	Good
CURB & GUTTER:	Fully developed with curb and gutter on both sides and median islands with designated left turn lanes at major intersections.
STREET GEOMETRY:	Straight four lane arterial street.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial and residential properties exist along this street corridor with a church at the southwest corner of Mathew Street and Olive Avenue.
UNIQUE OR UNUSUAL CONDITIONS:	Street is a fully functional arterial constructed to City standards. The fact that residential properties, a church with a Christian based school and due to the number of tractor/trailers that legally park in the commercially zoned areas along this same corridor results in the need for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 48 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 40 MPH to 45 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-16-2020
 LOCATION: OLIVE 2 Westwood-Mathews
 DIRECTION: EW BEGIN: 1415 END: 1426 WEATHER: Sunny 70°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 40

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	%
	5	10	15	20																			CUM.
55																							
54																							
53																							
52																							
51	X	X	X	X																	4	73	100
50	X	X	X	X																	4	69	95
49	X	X	X	X	X																5	65	89
48	X	X	X	X	X	X															6	60	82
47	X	X	X	X	X	X	X														7	54	74
46	X	X	X	X	X	X	X														6	47	64
45	X	X	X	X	X	X	X	X													8	41	56
44	X	X																			2	33	45
43	X	X	X	X	X	X	X	X	X												9	31	
42	X	X	X	X	X	X	X	X	X	X											10	22	
41																							
40	X	X	X	X	X																5	12	
39	X	X																			2	7	
38	X	X																			2	5	
37	X	X	X																		3	3	
36																							
35																							
34																							
33																							
32																							
31																							
30																							
29																							
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18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 40 MEDIAN SPEED (50 Percentile) 44

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Olive Avenue
SURVEY LIMITS:	Mathew Street to Newcomb Street
POSTED SPEED LIMIT:	40 MPH
AVERAGE DAILY TRAFFIC:	14,242
STREET WIDTH:	90'
STREET CONDITION:	Good
CURB & GUTTER:	Fully developed with curb and gutter on both sides and median islands with designated left turn lanes at major intersections.
STREET GEOMETRY:	Straight four lane arterial street.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial and residential properties exist along this street corridor with a church at the southwest corner of Mathew Street and Olive Avenue. An open field at the southwest corner of Olive Avenue and Newcomb Street is zoned commercial and multi-family property with no immediate plans for development.
UNIQUE OR UNUSUAL CONDITIONS:	Street is a fully functional arterial constructed to City standards. The fact that residential properties, a church with a Christian based school and due to the number of tractor/trailers that legally park in the commercially zoned areas along this same corridor results in the need for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 44 MPH. For the reasons noted above, maintain posted speed limit of 40 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-16-2020
 LOCATION: OLIVE 3 Mathew-Newcomb
 DIRECTION: EW BEGIN: 1430 END: 1442 WEATHER: Sunny 70°
 RECORDER: Thomas R. Bear EXISTING SPEED LIMIT: 40

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															

55																			
54																			
53																			
52																			
51																			
50																			
49																			
48	X	X	X	X													4	81	100
47	X	X	X	X													3	77	95
46	X																1	74	91
45	X	X	X	X													3	73	90
44	X	X	X	X	X	X	X										6	70	86
43	X	X	X	X	X	X	X	X									7	64	79
42	X	X	X	X	X	X	X	X									5	57	70
41	X	X	X	X	X	X	X	X									3	52	64
40	X	X	X	X	X	X	X	X	X								7	49	60
39	X	X	X	X	X	X	X	X	X	X	X						10	42	52
38	X	X	X	X	X	X	X	X	X	X	X						7	32	40
37	X	X	X	X	X	X	X	X	X	X	X						7	25	
36	X	X	X	X	X	X	X	X	X	X	X						7	18	
35	X	X	X	X	X	X	X	X	X	X	X						4	11	
34	X	X	X	X	X	X	X	X	X	X	X						2	7	
33	X	X	X	X	X	X	X	X	X	X	X						3	5	
32	X	X	X	X	X	X	X	X	X	X	X						2	2	
31																			
30																			
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 44 MEDIAN SPEED (50 Percentile) 39

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Olive Avenue
SURVEY LIMITS:	Newcomb Street to Porter Street
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	14,242
STREET WIDTH:	90'
STREET CONDITION:	Good
CURB & GUTTER:	Fully developed with curb and gutter on both sides and median islands with designated left turn lanes at major intersections.
STREET GEOMETRY:	Straight four lane arterial street.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial and residential properties exist along this street corridor. The major traffic volumes to this area is the Town and Country Center, and the Smart and Final shopping center. The commercial properties ingress and egress, the Highway 65 on and off ramp.
UNIQUE OR UNUSUAL CONDITIONS:	Street is a fully functional arterial constructed to City standards. The fact that a high volume of commercial properties traffic, that utilizes the left turn median, and due to the number of tractor/trailers that legally park in the commercially zoned areas along this same corridor results in the need for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 41 MPH. For the reasons noted above, maintain posted speed limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Portererville P. D. DATE: 11-16-2020
 LOCATION: olive & Newcomb - Porter
 DIRECTION: Elw BEGIN: 1447 END: 1458 WEATHER: Sunny 70°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	%
	5	10	15	20																			CUM.
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47	X																			1	86	100	
46	X	X																		2	87	99	
45	X	X																		1	85	97	
44	X	X																		2	84	95	
43	X	X	X	X	X															5	82	93	
42	X	X	X	X																4	77	88	
41	X	X	X	X																3	73	83	
40	X	X	X	X	X	X														8	70	80	
39	X	X	X	X	X	X														8	62	70	
38	X	X	X	X	X	X														8	54	61	
37	X	X	X	X	X	X	X	X	X											11	46	52	
36	X	X	X	X	X	X	X	X	X	X	X									14	35	40	
35	X	X	X	X	X	X														7	21		
34	X	X	X	X																4	14		
33	X	X	X																	4	10		
32	X	X																		1	6		
31	X	X	X																	3	5		
30	X	X																		2	2		
29																							
28																							
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 41 MEDIAN SPEED (50 Percentile) 37

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Olive Avenue
SURVEY LIMITS:	Main Street to Plano Street
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	10,449
STREET WIDTH:	90'
STREET CONDITION:	Good
CURB & GUTTER:	Fully developed with curb and gutter on both sides and median islands with designated left turn lanes at major intersections.
STREET GEOMETRY:	Straight four lane arterial street.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial and residential properties exist along this street corridor. The major traffic volumes to this area is the Vallarta Shopping Center, and the Tulare County Justice Center. The commercial properties ingress and egress, the Highway 65 on and off ramp.
UNIQUE OR UNUSUAL CONDITIONS:	Street is a fully functional arterial constructed to City standards. The high volume of commercial properties traffic, that utilizes the left turn median, and due to a large grade break where the rail road crossing use to cross, and the mid-block cross walk that encompasses the old rail alignment along this same corridor results in the need for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 40 MPH. For the reasons noted above, maintain posted speed limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-21-2020
 LOCATION: OLIVE 7 MAIN - PLANO
 DIRECTION: EW BEGIN: 10:58 END: 11:15 WEATHER: 61° Sunny
 RECORDER: Diego Andrade EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															

55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47	X																1	92	100
46	X																1	91	99
45	X																1	90	98
44	X	X	X														3	79	96
43	X	X	X														3	76	93
42	X	X	X														2	73	89
41	X	X															2	71	87
40	X	X	X	X	X												5	69	84
39	X	X	X														3	64	78
38	X	X	X	X	X	X											7	61	74
37	X																1	54	66
36	X	X	X	X	X	X	X	X	X	X	X	X					13	53	65
35	X	X	X	X													4	40	49
34	X	X	X	X	X	X	X	X	X	X							9	36	
33	X	X	X	X	X	X	X	X	X	X							10	27	
32	X	X	X	X	X	X	X	X									8	17	
31	X	X	X	X	X												5	9	
30	X	X	X	X													4	4	
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 40 MEDIAN SPEED (50 Percentile) 35

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Orange Avenue
SURVEY LIMITS:	Jaye Street to Main Street
POSTED SPEED LIMIT:	30 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Not Available
STREET WIDTH:	40'
STREET CONDITION:	Fair
CURB & GUTTER:	Eastern side – Frontage is developed with curb & gutter but missing sidewalk in some areas. Western side – Frontage is developed with curb & gutter but missing sidewalk in some areas
STREET GEOMETRY:	Straight two lane designated collector road.
DESCRIPTION OF ADJACENT PROPERTIES:	East side: Predominately residential properties mixed with a commercial property with parking straight onto the street with no curb and gutter. West side: Predominately residential properties mixed with a commercial property with parking straight onto the street with no curb and gutter.
UNIQUE OR UNUSUAL CONDITIONS:	Street is a functional collector partially constructed to City standards with parking lanes adjacent to the curb and gutter. Several residents have direct access to Orange Street via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along this street and the mixture of several multi-family, Olive Street School and a church, results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 34 MPH. For the reasons noted above, maintain posted speed limit of 35 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the school.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-18-2020
 LOCATION: Orange 1 Jct - Main
 DIRECTION: EW BEGIN: 1345 END: 1400 WEATHER: Cloudy 70°
 RECORDER: Thomas R. Beal V-22 EXISTING SPEED LIMIT: 30

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	%
	5	10	15	20																			CUM.
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47																							
46																							
45																							
44																							
43																							
42																							
41																							
40																							
39	X	X	X	X																	4	80	100
38	X	X	X	X																	2	76	95
37	X	X	X	X																	2	74	93
36	X	X	X	X																	1	72	90
35	X	X	X	X																	3	71	89
34	X	X	X	X	X																4	68	85
33	X	X	X	X	X	X	X	X	X	X	X	X	X	X							12	64	80
32	X	X	X	X	X	X	X	X	X	X	X	X	X	X							8	52	65
31	X	X	X	X	X	X	X	X	X	X	X	X	X	X							7	44	55
30	X	X	X	X	X	X	X	X	X	X	X	X	X	X							8	37	46
29	X	X	X	X	X	X	X	X	X	X	X	X	X	X							6	29	
28	X	X	X	X	X	X	X	X	X	X	X	X	X	X							9	23	
27	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		14	14	
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 34 MEDIAN SPEED (50 Percentile) 30

P

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Plano Street
SURVEY LIMITS:	Worth Avenue to Highway 190
POSTED SPEED LIMIT:	45 MPH
AVERAGE DAILY TRAFFIC:	No Recent Count Data Available
STREET WIDTH:	24' travel way with 4 foot shoulders
STREET CONDITION:	Fair
CURB & GUTTER:	Curb & gutter does not exist along both sides of street.
STREET GEOMETRY:	Straight two lane arterial designated street,
DESCRIPTION OF ADJACENT PROPERTIES:	Combination single family homes, a Vandalia Elementary School, and commercial and professional businesses.
UNIQUE OR UNUSUAL CONDITIONS:	Street is a functional collector not constructed to City standards with parking lanes adjacent to the edge of pavement. Several residents have direct access to Plano Street via driveways. The fact that vehicles exiting their driveways have difficulty seeing traffic along this street and the mixture of several multi-family, Vandalia Elementary School, and a mid-block crosswalk for the school, results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 48 MPH. For the reasons noted above, maintain posted speed limit of 45 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the school.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-18-2020
 LOCATION: PLANO & WORTH - Hwy 190
 DIRECTION: N/S BEGIN: 0918 END: 0936 WEATHER: CLOUDY 62°
 RECORDER: Thomas R. BEAL V-22 EXISTING SPEED LIMIT: 45

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53	X	X	X														3	82	100
52	X	X	X	X													3	79	96
51	X	X	X														2	76	93
50	X																1	74	90
49	X	X	X	X	X												5	73	89
48	X	X	X	X	X	X	X	X									8	68	83
47	X	X	X	X	X	X											5	60	73
46	X	X	X	X	X	X											6	55	67
45	X	X	X	X	X												4	49	60
44	X	X	X	X	X	X	X										7	45	55
43	X	X	X	X	X	X	X										7	38	46
42	X	X	X	X	X												4	31	
41	X	X	X	X	X												4	27	
40	X	X	X	X	X	X	X										7	23	
39	X	X	X	X	X												4	16	
38	X	X	X	X	X	X	X										7	12	
37	X																1	5	
36	X	X															2	4	
35	X	X															1	2	
34	X																1	1	
33																			
32																			
31																			
30																			
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 48 MEDIAN SPEED (50 Percentile) 43

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Plano Street
SURVEY LIMITS:	Highway 190 to Date
POSTED SPEED LIMIT:	40 MPH
AVERAGE DAILY TRAFFIC:	15,310
STREET WIDTH:	64'
STREET CONDITION:	Fair
CURB & GUTTER:	Curb & gutter exists along both sides of street.
STREET GEOMETRY:	Straight four lane arterial designated street
DESCRIPTION OF ADJACENT PROPERTIES:	Combination single family homes, commercial and professional businesses.
UNIQUE OR UNUSUAL CONDITIONS:	The ingress and egress to the many businesses, the volume of traffic, makes it necessary to drive cautiously along this corridor.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 43 MPH. For the reasons noted above, maintain posted speed limit of 40 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-18-2020
 LOCATION: Plano 2 Hwy 190 - Date
 DIRECTION: N/S BEGIN: 0940 END: 0953 WEATHER: Cloudy 62°
 RECORDER: Thomas R. Best V-22 EXISTING SPEED LIMIT: 40

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48	X	X	X														3	99	100
47	X	X															1	96	97
46	X	X															2	95	96
45	X	X	X	X													4	93	94
44	X	X	X	X	X												5	89	90
43	X	X	X	X	X	X											6	84	85
42	X	X	X	X	X	X	X										8	78	77
41	X	X	X	X	X	X	X	X									11	70	71
40	X	X	X	X	X	X	X	X	X								10	59	60
39	X	X	X	X	X	X											6	49	49
38	X	X	X	X													4	43	
37	X	X	X	X	X	X	X	X	X	X							11	39	
36	X	X	X	X	X	X	X	X	X	X	X						11	28	
35	X	X	X	X	X	X	X										8	17	
34	X	X	X														3	9	
33	X																1	6	
32	X																1	5	
31	X	X	X														3	4	
30	X																1	1	
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 43 MEDIAN SPEED (50 Percentile) 39

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Plano Street
SURVEY LIMITS:	Date Street to Morton Avenue
POSTED SPEED LIMIT:	35 MPH
STREET WIDTH:	64'
AVERAGE DAILY TRAFFIC:	Recent Count Data not Available.
STREET CONDITION:	Good.
CURB & GUTTER:	Curb & gutter exists along both sides of street
STREET GEOMETRY:	Straight four lane arterial street.
DESCRIPTION OF ADJACENT PROPERTIES:	Residential properties with some commercial near Olive Avenue. Only access to Roche Elementary School east of Plano Street.
UNIQUE OR UNUSUAL CONDITIONS:	Street is a functional arterial constructed to City standards with narrow lanes adjacent to the curb and gutter. The fact that residential properties, and school are exiting along this same corridor results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 41 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the school.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-19-2020
 LOCATION: Plano 3 Date-Moran
 DIRECTION: N/S BEGIN: 1105 END: 1126 WEATHER: Cloudy 53°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 45-35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.	
	5	10	15	20																				
55																								
54																								
53																								
52																								
51																								
50																								
49																								
48																								
47																								
46																								
45	X																			1	94	100		
44	X	X	X	X	X	X														6	93	99		
43	X	X	X	X	X	X														2	87	93		
42	X	X	X	X	X	X														6	85	90		
41	X	X	X	X	X	X	X	X	X	X	X									10	79	84		
40	X	X	X	X	X	X	X	X	X	X	X									9	69	73		
39	X	X	X	X	X	X	X	X	X	X	X									5	60	64		
38	X	X	X	X	X	X	X	X	X	X	X	X	X							12	55	59		
37	X	X	X	X	X	X	X	X	X	X	X									7	43	46		
36	X	X	X	X	X	X	X	X	X	X	X									8	36			
35	X	X	X	X	X	X	X	X	X	X	X									7	28			
34	X	X	X	X	X															4	21			
33	X	X	X	X																4	17			
32	X																			1	13			
31	X	X	X	X	X															5	12			
30	X	X	X	X	X															5	7			
29	X	X																		2	2			
28																								
27																								
26																								
25																								
24																								
23																								
22																								
21																								
20																								
19																								
18																								
17																								
16																								
15																								

CRITICAL SPEED (85 PERCENTILE) 41 MEDIAN SPEED (50 Percentile) 37

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Plano Street
SURVEY LIMITS:	Morton Avenue to Henderson Avenue
POSTED SPEED LIMIT:	40 MPH
STREET WIDTH:	64'
AVERAGE DAILY TRAFFIC:	Recent Count Data not Available.
STREET CONDITION:	Good.
CURB & GUTTER:	Curb & gutter exists along both sides of street
STREET GEOMETRY:	Straight four lane arterial street.
DESCRIPTION OF ADJACENT PROPERTIES:	Residential properties with some commercial near Grand Avenue. Open areas exists south of Grand Avenue. Roche Elementary School east of Plano Street still needs access
UNIQUE OR UNUSUAL CONDITIONS:	Street is a functional arterial constructed to City standards with narrow lanes adjacent to the curb and gutter. The fact that residential properties, and school are exiting along this same corridor results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 46 MPH. For the reasons noted above, maintain posted speed limit of 40 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the school.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-19-2020
 LOCATION: PLANO 4 MORTON - HENDERSON
 DIRECTION: WIS BEGIN: 1132 END: 1151 WEATHER: 55° Cloudy
 RECORDER: Thomas R. Bene V-22 EXISTING SPEED LIMIT: 35 40

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
55																							
54																							
53																							
52																							
51																							
50	X	X	X																		3	79	100
49	X	X	X	X																	4	76	91
48	X	X	X	X																	3	72	91
47																							
46	X	X	X	X	X	X	X	X													8	69	87
45	X	X	X																		3	61	77
44	X	X	X	X	X																5	58	73
43	X	X	X	X	X	X															6	53	67
42	X	X	X	X	X	X															4	47	59
41	X	X	X	X	X	X	X	X	X	X	X										10	43	54
40	X	X	X	X	X	X	X	X	X	X	X										6	33	42
39	X	X	X	X	X	X	X	X	X	X	X										10	27	
38	X	X	X	X																	3	17	
37	X	X	X	X																	3	14	
36	X	X	X																		2	11	
35	X	X																			2	9	
34	X																				1	7	
33	X																				1	6	
32	X	X	X	X	X																5	5	
31																							
30																							
29																							
28																							
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 46 MEDIAN SPEED (50 Percentile) 41

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Plano Street
SURVEY LIMITS:	Henderson to Westfield
POSTED SPEED LIMIT:	35 MPH
STREET WIDTH:	64'
AVERAGE DAILY TRAFFIC:	3,710
STREET CONDITION:	Good to very good.
CURB & GUTTER:	Curb & gutter exists along the west side only from Henderson to Heather wood Court.
STREET GEOMETRY:	Straight two lane arterial designated street from Henderson to Westfield.
DESCRIPTION OF ADJACENT PROPERTIES:	Residential properties with some commercial near Henderson Avenue. Open areas exists north of Mulberry Avenue. Westfield Avenue is the one and only access to Los Robles Elementary School east of Plano Street.
UNIQUE OR UNUSUAL CONDITIONS:	Street is a functional arterial constructed to City standards with narrow lanes adjacent to the curb and gutter and dirt shoulders. The fact that residential properties, and school are exiting along this same corridor results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 40 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the school.

RADAR SPEED SURVEY

JURISDICTION: Portererville P.D. DATE: 11-19-2020
 LOCATION: PLANO S HENDERSON-WESTFIELD
 DIRECTION: NLS BEGIN: 1155 END: 1210 WEATHER: CLOUDY 55°
 RECORDER: Thomas R. Bear V22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	%
	5	10	15	20																			CUM.
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47																							
46																							
45	X	X																			2	74	100
44																							
43	X	X																			2	72	97
42	X	X																			2	70	95
41	X	X	X	X	X	X	X														7	68	92
40	X	X	X	X	X	X	X														4	61	82
39	X	X	X	X	X	X	X														2	57	77
38	X	X	X	X	X	X	X														7	55	74
37	X	X	X	X	X	X	X														5	48	65
36	X	X	X	X	X	X	X														6	43	58
35	X	X	X	X	X	X	X														2	37	50
34	X	X	X	X	X	X	X														5	35	47
33	X	X	X	X	X	X	X														5	30	
32	X	X	X	X	X	X	X														3	25	
31	X	X	X	X	X	X	X	X	X	X	X	X									9	22	
30	X	X	X	X	X	X	X	X	X	X	X	X	X	X							13	13	
29																							
28																							
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 40 MEDIAN SPEED (50 Percentile) 35

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Poplar Road
SURVEY LIMITS:	Indiana Street to Jaye Street
POSTED SPEED LIMIT:	Not posted
AVERAGE DAILY TRAFFIC:	Recent count not available
STREET WIDTH:	Varies between 24' and 32'
STREET CONDITION:	Fair.
CURB & GUTTER:	Curb & gutter exists along the 40% of the south side only. The remaining portion has a dirt shoulder. The north side has a dirt shoulder.
STREET GEOMETRY:	Straight two lane street.
DESCRIPTION OF ADJACENT PROPERTIES:	Undeveloped and commercial properties are located to the south. To the north is Highway 190. There are residential units on the south side of Poplar Road, a church, commercial property and a convalescence home.
UNIQUE OR UNUSUAL CONDITIONS:	Poplar Road is designated a collector that is partially improved and predominantly lined with commercial and residential property. The church and the convalescent home attract the most traffic. Since the road is not fully developed and with proper shoulders, the fact that residential properties, and commercial properties are existing along this same corridor results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 40 MPH. For the reasons noted above and in accordance CVC Sections 627 and 22352, implement Prima Facie Speed Limit at 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-21-2020
 LOCATION: Poplar 1 Indiana - Tave
 DIRECTION: EW BEGIN: 1150 END: 1400 WEATHER: Cloudy 58°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: None Posted

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5				10				15				20						
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47																			
46																			
45																			
44																			
43	X	X															2	60	100
42	X	X	X														3	64	97
41	X	X	X	X	X												5	61	92
40	X	X	X	X	X												3	56	85
39	X	X	X	X	X												4	53	80
38	X	X	X	X	X												2	49	74
37	X	X	X	X	X												1	47	71
36	X	X	X	X	X												3	46	70
35	X	X	X	X	X	X											5	43	65
34	X	X	X	X	X	X	X										7	38	58
33	X	X	X	X	X	X	X										2	31	47
32	X	X	X	X	X	X	X	X									7	29	
31	X	X	X	X	X	X	X	X	X								6	22	
30	X	X	X	X	X	X	X	X	X	X							11	16	
29	X	X	X	X	X	X	X	X	X	X							3	5	
28	X	X	X	X	X	X	X	X	X	X							2	2	
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 40 MEDIAN SPEED (50 Percentile) 33

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Porter Road
SURVEY LIMITS:	Olive Avenue to Morton Avenue
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Data not Available
STREET WIDTH:	34'
STREET CONDITION:	Fair to Good
CURB & GUTTER:	Curb & gutter exists along the east side with some gaps. No curb & gutter exists along the west side of street.
STREET GEOMETRY:	Two lane collector street with long sweeping curves near Olive Avenue. State Route 65 borders the west side of this corridor.
DESCRIPTION OF ADJACENT PROPERTIES:	Combination commercial (motel, restaurant, retail) and some residential along the east side of street.
UNIQUE OR UNUSUAL CONDITIONS:	Street width is less than standard and lacks developed shoulder on west side. Drivers have a tendency to pass southbound cars that are attempting to make a left hand turns in the dirt shoulder area. Lack of a fully developed City street results in the need for extra caution in this area.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 38 MPH. For the reasons noted above, maintain the posted speed limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-20-2020
 LOCATION: Porter 1 Olive - Mason
 DIRECTION: N/S BEGIN: 1006 END: 1023 WEATHER: Cloudy 57°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47																			
46																			
45																			
44																			
43																			
42	X	X	X	X													3	67	100
41	X	X	X	X													3	64	96
40	X	X	X	X													1	61	91
39	X	X	X	X													2	60	90
38	X	X	X	X	X	X	X	X	X								6	58	87
37	X	X	X	X	X	X	X	X	X								6	52	78
36	X	X	X	X	X	X	X	X	X								3	46	64
35	X	X	X	X	X	X	X	X	X	X	X	X	X	X			7	43	64
34	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		12	36	54
33	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		4	24	36
32	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		3	20	
31	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		5	17	
30	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		12	12	
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 38 MEDIAN SPEED (50 Percentile) 34

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Porter Road
SURVEY LIMITS:	Morton Avenue to Henderson Avenue
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Data not Available
STREET WIDTH:	34'
STREET CONDITION:	Fair to Good
CURB & GUTTER:	Curb & gutter exists along the east side with some gaps. No curb & gutter exists along the west side of street.
STREET GEOMETRY:	Two lane collector street with long sweeping curves near Henderson Avenue. State Route 65 borders the west side of this corridor.
DESCRIPTION OF ADJACENT PROPERTIES:	Combination commercial (motel, restaurant, retail) and some residential along the east side of street.
UNIQUE OR UNUSUAL CONDITIONS:	Street width is less than standard and lacks developed shoulder on west side. Drivers have a tendency to pass southbound cars that are attempting to make a left hand turns in the dirt shoulder area. Lack of a fully developed City street results in the need for extra caution in this area.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 42 MPH. For the reasons noted above, maintain the posted speed limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville RD. DATE: 11-26-2020
 LOCATION: PORTER 2 MORTON - HEWLESON
 DIRECTION: N/S BEGIN: 1028 END: 1045 WEATHER: CLOUDY 59°
 RECORDER: Thomas R. REAR V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47																			
46																			
45																			
44	X	X	X	X	X												5	74	100
43	X	X	X	X	X	X											6	69	93
42	X	X	X	X													3	63	85
41	X	X	X	X	X												6	60	81
40	X	X	X	X	X												6	54	73
39	X	X	X	X	X	X	X	X									10	48	65
38	X	X	X	X	X	X											5	38	51
37	X	X	X	X	X												5	34	46
36	X	X	X	X	X	X	X										8	30	
35	X	X	X	X	X												1	22	
34	X	X	X	X	X												5	18	
33	X	X	X	X													5	13	
32	X	X															2	9	
31	X	X	X	X													4	7	
30	X	X	X														3	3	
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 42 MEDIAN SPEED (50 Percentile) 38

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Putnam Avenue
SURVEY LIMITS:	Villa Street to 'D' Street
POSTED SPEED LIMIT:	25 MPH
DAILY AVERAGE TRAFFIC:	Recent Traffic Data Not Available
STREET WIDTH:	40'
STREET CONDITION:	Fair to Good
CURB & GUTTER:	Curb & gutter along both sides of street
STREET GEOMETRY:	Straight two lane street.
DESCRIPTION OF ADJACENT PROPERTIES:	Sierra View District Hospital is located at the southwest corner of Jaye Street and Putnam Avenue. Predominately professional offices along this street corridor with a few scattered single family residential units.
UNIQUE OR UNUSUAL CONDITIONS:	Putnam Avenue is a designated local street but as noted above is predominantly professional offices, with a few single family residential units. This section of street is also a principal corridor for emergency vehicles due to location of the area hospital.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 32 MPH. For the reasons stated above, maintain the posted speed limit of 25 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11/21/2020
 LOCATION: Putnam 3 Villa - D STREET
 DIRECTION: EW BEGIN: 1:15 END: 1:30 WEATHER: 62° Sunny
 RECORDER: Thomas R. Brea V-22 EXISTING SPEED LIMIT: 25

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48																							
47																							
46																							
45																							
44																							
43																							
42																							
41																							
40																							
39	X	X	X																		3	63	100
38	X	X	X																		2	60	95
37	X																				1	58	92
36																							
35	X																				1	57	90
34	X	X																			2	56	89
33	X	X																			2	54	86
32	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X					13	52	83
31	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X				14	39	62
30	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	25	25	40
29																							
28																							
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 32 MEDIAN SPEED (50 Percentile) 30

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Putnam Avenue
SURVEY LIMITS:	'D' Street to Fourth Street
POSTED SPEED LIMIT:	30 MPH
DAILY AVERAGE TRAFFIC:	Recent Traffic Data Not Available
STREET WIDTH:	40'
STREET CONDITION:	Fair to Good
CURB & GUTTER:	Curb & gutter along both sides of street
STREET GEOMETRY:	Straight two lane street.
DESCRIPTION OF ADJACENT PROPERTIES:	Professional offices are located near the intersection of Putnam Avenue at Main and Second Street. Two church properties with more commercial offices.
UNIQUE OR UNUSUAL CONDITIONS:	Putnam Avenue is a designated local street but as noted above is predominantly professional offices. This section of street is also a principal corridor for emergency vehicles due to location of the area hospital.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 37 MPH. For the reasons stated above, maintain the posted speed limit of 30 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: Jan 22-2002
 LOCATION: Putnam 4th St. - 4th
 DIRECTION: E/W BEGIN: 1130 END: 1144 WEATHER: Sunny 61°
 RECORDER: Thomas R. Bral V.22 EXISTING SPEED LIMIT: 30

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47																			
46																			
45																			
44																			
43																			
42																			
41	X																1	65	100
40	X	X	X														3	64	98
39	X	X	X														1	61	94
38	X	X	X														2	60	92
37	X	X	X	X	X	X	X										6	58	89
36	X	X	X	X	X												4	52	80
35	X	X	X	X	X												2	48	74
34	X	X	X	X	X												4	46	71
33	X	X	X	X	X												5	42	65
32	X	X	X	X													3	37	57
31	X	X	X	X	X	X	X	X	X								8	34	52
30	X	X	X	X	X	X	X	X	X	X	X	X	X	X			13	26	40
29	X	X	X	X	X	X	X	X	X	X	X						10	13	
28	X	X	X	X													3	3	
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 37 MEDIAN SPEED (50 Percentile) 31

STREET NAME:	Putnam Avenue
SURVEY LIMITS:	Fourth Street to Crestview Street
POSTED SPEED LIMIT:	30 MPH
AVERAGE DAILY TRAFFIC;	4,220
STREET WIDTH:	40'
STREET CONDITION:	Fair to Good
CURB & GUTTER:	Curb & gutter along both sides of street
STREET GEOMETRY:	Straight two lane street.
DESCRIPTION OF ADJACENT PROPERTIES:	There are a few retail/professional offices along the westerly limits and it is predominately single family residential mixed in with a public park and a Senior Citizen/Community Center along the easterly limits of this corridor.
UNIQUE OR UNUSUAL CONDITIONS:	Putnam Avenue is the north boundary limits of Murry Park and is adjacent to the municipal golf course. A Senior Citizen/Community Center is also located on this corridor. As a result of the adjacent land uses that generate high pedestrian traffic and the significant vehicle traffic volumes, especially during the summer months, along the corridor results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 35 MPH. For the reasons stated above, maintain the posted speed limit of 30 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterfield P.D. DATE: 11-23-2020
 LOCATION: Putnam 5 Fourth - Crestview
 DIRECTION: E/W BEGIN: 1146 END: 1207 WEATHER: Sunny/61°
 RECORDER: Thomas R. Beck EXISTING SPEED LIMIT: 30

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47																			
46																			
45																			
44																			
43																			
42																			
41	X	X															2	65	100
40	X	X															2	63	97
39																			
38	X																1	61	94
37	X																1	60	92
36	X	X	X														3	59	91
35	X	X	X														2	56	86
34	X	X	X	X													3	54	83
33	X	X	X	X													3	51	78
32	X	X	X	X													3	48	74
31	X	X	X	X	X	X	X	X	X	X	X	X	X	X			14	45	69
30	X	X	X	X	X	X	X	X	X	X	X	X	X	X			12	31	48
29	X	X	X	X	X	X	X	X	X	X	X	X	X	X			5	19	
28	X	X	X	X	X	X	X	X	X	X	X	X	X	X			7	14	
27	X	X	X	X	X	X	X	X	X	X	X	X	X	X			7	7	
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 35 MEDIAN SPEED (50 Percentile) 30

S

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Springville Avenue
SURVEY LIMITS:	Indiana Street to Jaye Street
POSTED SPEED LIMIT:	40 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Data not Available
STREET WIDTH:	This street transitions from a 64' wide arterial street at Jaye Street to a 40' wide collector street near Creekside Street.
STREET CONDITION:	Fair to Good
CURB & GUTTER:	Curb and gutter exists along both sides of the street. The south side improvements and street widening was developed as component of the recently developed Riverwalk Marketplace Commercial Center. There is a small section lacking curb and gutter, about 250 feet, near Indiana Street.
STREET GEOMETRY:	Four lane arterial street with a center dual left lane turning lane from Jaye Street to Creekside Street. The remainder, Creekside Street to Indiana Street, is a straight to two lane roadway. Traffic is controlled by an all way stop intersection at Indiana Street and Springville Avenue and a traffic signal at Jaye Street and Springville Avenue.
DESCRIPTION OF ADJACENT PROPERTIES:	The north side of the street is fully developed with Single family and multi-family residential units. The south side is a partially developed commercial center, known as Riverwalk Marketplace Commercial Center.
UNIQUE OR UNUSUAL CONDITIONS:	The development of the Riverwalk Marketplace Commercial Center has created a safe traffic flow and pedestrian travel ways. The Tule River Parkway trail, which is located between Springville Avenue and the Tule River tends to be the preferred pedestrian route to and from the commercial complex and the residential developed properties. No real unique or unusual conditions are apparent now that more than 90% of the roadway is fully improved.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 43 MPH. For the reasons stated above, maintain the posted speed limit of 40 MPH.

RADAR SPEED SURVEY

JURISDICTION: PORTERVILLE P.D. DATE: 11-23-2020
 LOCATION: SPRINGVILLE 2 INDIANA-TAYLOR
 DIRECTION: EW BEGIN: 0730 END: 0751 WEATHER: Cloudy 44°
 RECORDER: Thomas R. BEAR V-22 EXISTING SPEED LIMIT: 40

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
55																							
54																							
53																							
52																							
51																							
50																							
49	X																		1	70	100		
48	X	X																	2	69	99		
47	X	X																	2	67	96		
46																			0				
45	X	X	X	X															4	65	93		
44	X	X	X	X															3	61	91		
43	X	X	X	X															3	58	88		
42	X	X	X	X	X	X	X												7	55	79		
41	X	X	X	X	X	X	X												4	48	69		
40	X	X	X	X	X	X	X												4	44	63		
39	X	X	X	X	X	X	X												3	40	57		
38	X	X	X	X	X	X	X												6	37	53		
37	X	X	X	X	X	X	X												6	31	44		
36	X	X	X	X	X	X	X												5	25			
35	X	X	X	X	X	X	X	X	X										8	20			
34	X	X	X	X															3	12			
33	X	X	X	X															2	9			
32	X	X	X	X															3	7			
31	X	X	X	X															3	4			
30	X																		1	1			
29																							
28																							
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 43 MEDIAN SPEED (50 Percentile) 38

V

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Villa Street
SURVEY LIMITS:	Union Street to Morton Street
POSTED SPEED LIMIT:	30 MPH
AVERAGE DAILY TRAFFIC:	3,690
STREET WIDTH:	28' – 40'
STREET CONDITION:	Poor.
CURB & GUTTER:	Limited amount of concrete improvements exist along Union Avenue to Olive Avenue. From Olive Avenue to Morton Avenue most of the curb and gutter is in place except in undeveloped areas.
STREET GEOMETRY:	Straight unmarked two lane street from Union to Olive. From Olive to Morton marked two lane street
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residential along both sides of street.
UNIQUE OR UNUSUAL CONDITIONS:	Concrete improvements are minimal along this section of street between Union and Olive and the area is considered a residential district. The street lacks standard width shoulders. This section of roadway is in close proximity to Porterville High School, heavy student presence, both driving and walking, requiring extra caution when driving along this corridor. The section between Olive and Morton is a designated local street but as noted above is predominantly professional offices, with a few single family residential units. Due to the ingress and egress of offices results in the need to for extra caution when driving along this section of street
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 36 MPH. For the reasons stated above, maintain the posted speed limit of 30 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the school.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-21-2020
 LOCATION: Village Union-Village Morton (on spreadsheet)
 DIRECTION: N/S BEGIN: 1435 END: 1501 WEATHER: Sunny 65°
 RECORDER: Thomas R. Bear 1-22 EXISTING SPEED LIMIT: 30

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47																			
46																			
45																			
44																			
43																			
42																			
41																			
40																			
39																			
38	X	X	X	X	X	X											6	60	100
37	X	X	X	X	X	X											4	54	90
36	X	X	X	X	X	X											6	50	83
35	X																1	44	73
34	X	X	X	X	X	X	X										7	43	72
33	X	X	X	X	X	X											4	36	60
32	X	X	X	X	X	X	X										7	32	53
31	X	X	X	X	X	X	X	X									5	25	42
30	X	X	X	X	X	X	X	X	X	X	X	X	X				14	20	33
29	X	X	X	X	X	X											6	6	10
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 36 MEDIAN SPEED (50 Percentile) 32

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Villa Street
SURVEY LIMITS:	Morton to Henderson
POSTED SPEED LIMIT:	30 MPH
AVERAGE DAILY TRAFFIC:	3,270
STREET WIDTH:	40'
STREET CONDITION:	Fair to good.
CURB & GUTTER:	Curb & gutter exists along both sides of this half mile long collector street segment.
STREET GEOMETRY:	Straight two lane street.
DESCRIPTION OF ADJACENT PROPERTIES:	Residential homes along both sides of street and a professional office complex (PUSD administrative offices) is located at the northwest corner of Villa Street and Grand Avenue.
UNIQUE OR UNUSUAL CONDITIONS:	Adjacent properties along this street segment could create a warrant for a residential district in this area of Porterville. However, the design of the street and the fact that this street is considered a collector, essential for traffic flow through central Porterville, provides for an opinion that the speed limit shall remain 30 MPH, 5 MPH over the residential district speed limit designation.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 39 MPH. For the reasons stated above, maintain the posted speed limit of 30 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville PD DATE: 11-21-2020
 LOCATION: Morton to Henderson (VILLA 2)
 DIRECTION: North to South BEGIN: 2:48 END: 3:05 WEATHER: 64 Sunny
 RECORDER: Diego Andrade U-44 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48	X																			1	60	100	
47	X	X																		2	62	98	
46																							
45																							
44																							
43	X																			1	61	95	
42	X	X	X																	3	64	93	
41	X																			1	65	88	
40	X	X																		2	67	87	
39	X	X	X	X	X	X														6	73	83	
38	X	X	X	X	X	X														5	78	73	
37	X	X	X	X	X	X	X													7	85	65	
36	X	X	X	X	X	X	X													5	90	53	
35	X	X	X	X	X	X	X	X												8	98	45	
34	X	X	X	X	X	X	X													6	104		
33	X	X	X	X	X															4	108		
32	X	X	X																	2	110		
31	X	X	X																	3	113		
30	X	X	X																	3	116		
29	X																			1	117		
28																							
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 39 MEDIAN SPEED (50 Percentile) 36

W

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Westfield Avenue
SURVEY LIMITS:	Newcomb to Prospect
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Data not Available
STREET WIDTH:	Varies between 40' and 50'
STREET CONDITION:	Fair to Good
CURB & GUTTER:	Curb & gutter exist along both sides of street.
STREET GEOMETRY:	Straight two lane minor arterial street.
DESCRIPTION OF ADJACENT PROPERTIES:	Single family residences on both sides of street, except one neighborhood commercial site is located at the northwest corner of Prospect Street and Westfield Avenue.
UNIQUE OR UNUSUAL CONDITIONS:	Adjacent properties along this street segment could create a warrant for a residential district in this area of Porterville. However, the design of the street and the fact that this street is considered a minor arterial, essential for traffic flow across the northern portion of Porterville, provides for an opinion that the speed limit shall remain 35 MPH, 10 MPH over the residential district speed limit designation.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 41 MPH. Westfield Avenue is designated a minor arterial street and essential in facilitating orderly traffic movement. For the reasons stated above, maintain the posted speed limit of 35 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville PD DATE: 11-21-2020
 LOCATION: Newcomb to Prospect (WESTFIELD I)
 DIRECTION: East/West BEGIN: 1:46 END: 2:11 WEATHER: 66° Sunny
 RECORDER: Diego Andrade V-44 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47																			
46																			
45	X	X															2	69	100
44	X	X															2	67	97
43	X	X															2	65	94
42	X																1	63	91
41	X	X	X	X	X	X	X	X	X								8	62	90
40	X	X	X	X	X	X	X	X	X								3	54	78
39	X	X	X	X	X	X	X	X	X								4	51	74
38	X	X	X	X	X	X	X	X	X								5	47	68
37	X	X	X	X	X	X	X	X	X								5	42	61
36	X	X	X	X	X	X	X	X	X								5	37	54
35	X	X	X	X	X	X	X	X	X	X	X	X	X				8	32	46
34	X	X	X	X	X	X	X	X	X								7	24	
33	X	X															2	17	
32	X	X	X	X													4	13	
31	X	X	X	X	X												4	11	
30	X	X	X	X	X	X	X										6	7	
29																			
28	X																1	1	
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 41 MEDIAN SPEED (50 Percentile) 35

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Westfield Avenue
SURVEY LIMITS:	Prospect Street to Main Street
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Data not Available
STREET WIDTH:	40'
STREET CONDITION:	Good
CURB & GUTTER:	Curb & gutter on both sides of street
STREET GEOMETRY:	Straight two lane minor arterial street. Large vertical curve over State Route 65 (Overpass).
DESCRIPTION OF ADJACENT PROPERTIES:	Residential properties and elementary school along south side of street just west of Villa Street.
UNIQUE OR UNUSUAL CONDITIONS:	Significant vertical curve (overpass) makes it difficult to see east bound traffic from Indiana intersection. Numerous residential homes along each side of the street so there is significant traffic entering and exiting Homes. Stop and go traffic in front of school in the morning and again in early afternoon.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 40 MPH. For the reasons stated above, maintain the posted speed limit of 35 MPH, with the exception of the school zone, which is 25 mph when children are present. This speed will effectively facilitate the orderly flow of traffic as this is the speed limit assigned to Westfield Avenue between Newcomb Street and Prospect Street.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-21-2020
 LOCATION: Westside 2 Prospect - North
 DIRECTION: EW BEGIN: 1414 END: 1425 WEATHER: Sunny 66°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55																			
54																			
53																			
52																			
51																			
50																			
49																			
48																			
47																			
46																			
45	X	X	X														3	59	100
44	X	X	X														1	56	95
43	X	X															2	55	93
42																			
41	X	X															2	53	90
40	X	X	X	X	X												5	51	86
39	X	X	X	X	X												3	46	78
38	X	X	X	X	X	X	X										7	43	73
37	X	X	X	X	X	X	X	X									8	36	61
36	X	X	X	X	X	X	X	X									4	28	47
35	X	X	X	X	X	X	X	X									7	24	
34	X	X	X	X	X	X	X	X									5	17	
33	X	X	X	X	X	X	X	X									5	12	
32	X	X	X														2	7	
31	X	X	X														2	5	
30	X	X	X														3	3	
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 40 MEDIAN SPEED (50 Percentile) 36

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Westwood Street
SURVEY LIMITS:	Tule River to Olive Avenue
POSTED SPEED LIMIT:	45 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Data Not Available
STREET WIDTH:	Varies 40' to 64'
STREET CONDITION:	Fair
CURB & GUTTER:	This arterial street has curb and gutter along both sides of the roadway. An asphalt and dirt shoulder transition on the west side is in place near the Tule River and services a traffic delineation or transition from a wide roadway to a narrow two lane bridge.
STREET GEOMETRY:	Straight two lane arterial designated street.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial at southeast corner and southwest corner of Olive Avenue and Westwood Street. Residential along east side and some along the west side. Single family zoned properties on both sides of the street are fully developed. Access to the single family properties are via side streets connecting to Westwood Street. Significant arterial street improvements have been constructed since the last speed survey.
UNIQUE OR UNUSUAL CONDITIONS:	Due to the developments that have occurred. Caution needs to be taken at the exits of all commercial properties and side streets that front this segment of road. The fact that vehicles exiting their respective road along this same corridor with higher traffic volume results in the need to for extra caution when driving along this section of street.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 51 MPH. For the reasons stated above, maintain the posted speed limit of 45 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-22-2020
 LOCATION: Westwood 1 Thier River - Olive
 DIRECTION: N/S BEGIN: 1346 END: 1402 WEATHER: Snowy 65°
 RECORDER: Thomas R. Bear V-22 EXISTING SPEED LIMIT: 45

MPH	NUMBER OF VEHICLES OBSERVED																TOTAL	TOTAL	% CUM.
	5	10	15	20															
55	X	X	X	X													5	76	100
54	X	X															2	71	93
53	X																1	69	91
52	X	X	X														3	68	89
51	X	X	X	X	X	X	X										7	65	86
50	X	X	X														3	58	76
49	X																1	55	72
48	X	X	X	X													4	54	71
47	X	X	X														3	50	66
46	X	X	X	X													4	47	62
45	X	X	X	X	X	X	X	X	X	X	X						11	43	57
44	X	X	X	X	X	X											6	32	42
43	X	X	X	X	X												6	26	
42	X																1	20	
41	X	X	X	X	X												5	19	
40	X	X	X	X	X	X											6	14	
39	X	X															2	8	
38	X	X															2	6	
37																			
36	X																1	4	
35	X	X	X														3	3	
34																			
33																			
32																			
31																			
30																			
29																			
28																			
27																			
26																			
25																			
24																			
23																			
22																			
21																			
20																			
19																			
18																			
17																			
16																			
15																			

CRITICAL SPEED (85 PERCENTILE) 51 MEDIAN SPEED (50 Percentile) 45

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Westwood Street
SURVEY LIMITS:	Olive Avenue to Henderson Avenue
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	Recent Count Data Not Available
STREET WIDTH:	64'
STREET CONDITION:	Good
CURB & GUTTER:	Curb & gutter exists along both sides of street.
STREET GEOMETRY:	Straight four lane arterial street.
DESCRIPTION OF ADJACENT PROPERTIES:	Commercial and church facilities exists at Olive Avenue. The remaining corridor is primarily single family homes. At the Morton Avenue intersection there is an Elementary School (Burton School District).
UNIQUE OR UNUSUAL CONDITIONS:	The elementary school receives a significant level of vehicular, school bus and pedestrian traffic, more specifically in the early morning and mid-afternoon. Extra caution is required when driving in the area.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 44 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH. A school zone in accordance with CVC 22358.4, which is 25 mph when children are present, shall also be implemented appropriately in the vicinity of the school.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-22-2020
 LOCATION: Westwood 2 Olive-HENDERSON
 DIRECTION: N/S BEGIN: 1407 END: 1415 WEATHER: Sunny 65°
 RECORDER: Thomas R. Bral V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
55																							
54																							
53																							
52																							
51																							
50																							
49																							
48	X																			1	73	100	
47	X																			1	72	99	
46	X	X	X	X	X															5	71	97	
45	X	X	X	X	X															5	66	90	
44	X	X																		2	61	84	
43	X	X	X																	3	59	81	
42	X	X	X	X																4	56	77	
41	X	X	X	X	X	X	X	X	X	X										9	52	71	
40	X	X	X	X	X	X	X	X	X	X										7	43	59	
39	X	X																		2	36	49	
38	X	X	X	X	X															5	34		
37	X	X	X	X	X															4	29		
36	X	X	X	X	X	X														6	25		
35	X	X	X	X	X															4	19		
34	X	X	X	X	X	X	X	X	X	X										8	15		
33	X	X	X	X	X	X	X													7	7		
32																							
31																							
30																							
29																							
28																							
27																							
26																							
25																							
24																							
23																							
22																							
21																							
20																							
19																							
18																							
17																							
16																							
15																							

CRITICAL SPEED (85 PERCENTILE) 44 MEDIAN SPEED (50 Percentile) 39

CITY OF PORTERVILLE – 2021 ENGINEERING AND TRAFFIC SURVEY

STREET NAME:	Westwood Street
SURVEY LIMITS:	Henderson Avenue to City limits north of Westfield
POSTED SPEED LIMIT:	35 MPH
AVERAGE DAILY TRAFFIC:	Recent Traffic Counts are not available
STREET WIDTH:	Varies, mostly 44'
STREET CONDITION:	Fair to Poor
CURB & GUTTER:	Curb and gutter along west side and a moderate amount exists on the east side of street.
STREET GEOMETRY:	Straight two lane arterial designated street, extra width for south bound lane.
DESCRIPTION OF ADJACENT PROPERTIES:	Residential along west side of street, open area and older residential homes sparsely located along east side. There is a large single family residential subdivision that has been developed since the last speed survey was performed.
UNIQUE OR UNUSUAL CONDITIONS:	Limited entry points into subdivision located on west side of street handles all traffic to a residential subdivision and Burton School District schools. There is only one access point to the new subdivision on the east side of the roadway. Some congestion occurs at this location in early morning and mid-afternoon due to two schools located in the residential area west of this roadway and the City is experiencing high volumes of pedestrian traffic along this corridor as well when school is in session.
RECOMMENDATION:	Radar speed survey indicates an 85% speed of 42 MPH. For the reasons noted above and in accordance with CVC Sections 627, raise existing posted speed limit from 35 MPH to 40 MPH.

RADAR SPEED SURVEY

JURISDICTION: Porterville P.D. DATE: 11-22-2020
 LOCATION: Westwood 3 Henderson - Westfield
 DIRECTION: N/S BEGIN: 1419 END: 1432 WEATHER: Sunny 65°
 RECORDER: Thomas R. Beck V-22 EXISTING SPEED LIMIT: 35

MPH	NUMBER OF VEHICLES OBSERVED																				TOTAL	TOTAL	% CUM.
	5	10	15	20																			
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48																							
47																							
46	X																			1	72	100	
45	X	X	X																	3	71	99	
44	X	X	X	X																3	68	94	
43	X	X	X	X	X															5	65	90	
42	X	X	X	X	X	X	X	X												9	60	83	
41	X	X	X	X	X	X	X													5	51	71	
40	X	X	X	X	X	X	X	X	X	X	X	X								12	46	64	
39	X	X	X	X	X	X	X													7	34	47	
38	X	X	X	X	X	X	X	X	X											11	27		
37	X	X	X	X	X	X	X													7	16		
36	X	X	X																	3	9		
35	X	X																		2	6		
34	X	X	X	X																4	4		
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CRITICAL SPEED (85 PERCENTILE) 42 MEDIAN SPEED (50 Percentile) 39



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Tulare County Abandoned Vehicle Abatement Program Sunset Extension

SOURCE: City Manager's Office

COMMENT: California Vehicle Code Sections 9250.7 and 22710 authorize the establishment of a Service Authority within each county for the abatement of abandoned vehicles and for the imposition of a one dollar (\$1) vehicle registration fee collected by the Department of Motor Vehicles to fund an Abandoned Vehicle Abatement (AVA) program established by such Service Authority. Since 1991 in Tulare County, the Tulare County Association of Governments (TCAG) has served as the designated Service Authority. Legislation in 2001 (SB 106) allowed the extension of the AVA program sunset date in ten (10) year increments. In 2011, the TCAG agency members acted to continue to serve as the Service Authority and impose the vehicle registration fee through April 30, 2022, though the City of Porterville voted as the lone dissenter. Given TCAG Bylaws require a majority of the Board of Supervisors and a majority of the Cities that represent a majority of the incorporated population of the county to approve Authority actions, which was achieved in this event. Given the upcoming sunset date of April 30, 2022, the County and Cities of Tulare County must consider whether to extend the sunset date to April 30, 2032. As of November 2020, 37 of the 58 counties in California participate in the AVA program.

Due to the City having voted against the continued Service Authority, the City did not adopt a Resolution in support of the program in 2011. It was brought to TCAG's attention in 2017 that the City would need to adopt a Resolution to continue to participate and receive funds administered by TCAG as the designated Service Authority, which were estimated at \$50,000 annually. At its meeting on April 4, 2017, the Council adopted a Resolution in support of the AVA program. Should the Council not have adopted the Resolution to participate in the program, the funds would have been distributed to the other participating TCAG agency members.

RECOMMENDATION: That the City Council consider the draft Resolution confirming the City's support for a sunset extension from April 30, 2022 to April 30, 2032 of the Abandoned Vehicle Abatement program administered by the Tulare County Association of Governments, acting as the Service Authority.

ATTACHMENTS: 1. Draft Resolution

2. Tulare County Association of Governments Letter dated April 21, 2021

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
IN THE MATTER OF EXTENDING THE SUNSET DATE FOR COLLECTION OF
THE SERVICE FEE FOR THE ABANDONED VEHICLE ABATEMENT PROGRAM
IN TULARE COUNTY TO APRIL 30, 2032

WHEREAS, California Vehicle Code section 22710 authorizes the establishment of a Service Authority for the abatement of abandoned vehicles and for the imposition of a one dollar (\$1) vehicle registration fee to fund an abandoned vehicle abatement program established by such Service Authority; and

WHEREAS, the Tulare County Board of Supervisors and the majority of cities within the county having the majority of the incorporated population have previously concurred in the establishment of a Service Authority; and

WHEREAS, the County and Cities had previously, on September 25, 1991, entered into a joint exercise of powers agreement creating the Tulare County Service Authority for the Abatement of Abandoned Vehicles (the "Authority") and designating the Tulare County Association of Governments as the Authority; and

WHEREAS, California Vehicle Code section 9250.7 had previously provided that the fee imposed by a Service Authority shall remain in effect only for a period of 10 years from the date the actual collection of the fee commenced; and

WHEREAS, collection of the fee for the Authority commenced May 1, 1992, and was authorized through April 30, 2002, was reauthorized May 1, 2002 through April 30, 2012, was reauthorized May 1, 2012 and will sunset on April 30, 2022; and

WHEREAS, California Vehicle Code section 9250.7 was amended in August 2001 by Senate Bill 106 which provides that the fee may be extended in increments of up to 10 years each if the Board of Supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county adopt Resolutions providing for the extension of the fee; and

WHEREAS, the City of Porterville recognizes that it is desirable to extend the collection of the service fee for abatement of abandoned vehicles in both the

incorporated and unincorporated areas of Tulare County;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

The Tulare County Association of Governments, acting as the Authority, be authorized to extend the imposition of a one dollar (\$1) registration fee to fund the abandoned vehicle abatement program within both the incorporated and unincorporated areas of Tulare County for a 10 year increment with a new sunset date of April 30, 2032.

This Resolution shall take effect from and after the date of its passage and adoption by this Council.

PASSED, APPROVED, AND ADOPTED this 18th day of May, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



5955 S. Mooney Blvd.
Visalia, California 93277
Phone (559)624-7274
Fax (559)733-6720
www.tularecog.org

April 21, 2021

Mr. John Lollis, City Manager
City of Porterville
291 N. Main Street
Porterville, Ca. 93257

Re: Abandoned Vehicle Abatement Program Sunset Extension

Dear Mr. Lollis,

In 1991, TCAG was established as the Service Authority for the county's Abandoned Vehicle Abatement (AVA) program through the adoption of a Joint Powers Agreement between Tulare County and the cities. The AVA program is funded by a \$1.00 service fee collected by the Department of Motor Vehicles at the time of registration. Funds are distributed to the cities and Tulare County each quarter based on population and the number of vehicles abated by each agency. Sections 9250.7 and 22710 of the Vehicle Code provided that collection of the fee would terminate not later than ten years from the date the fee was initially collected. In accordance with this provision, the sunset date for Tulare County is April 30, 2022.

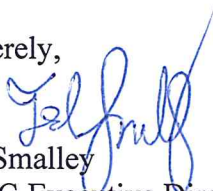
Legislation allowing the extension of this sunset date (SB 106) was passed in August 2001. This bill authorizes the extension of the fee collection in increments of up to 10 years each if the County Board of Supervisors (by a 2/3rds vote) and a majority of the cities having a majority of the incorporated population within the county adopt resolutions providing for the extension of the fee. TCAG staff has been advised that the resolutions would need to be received by the DMV no later than August 1, 2021 to prevent a break in funding.

Enclosed is a boilerplate resolution that may be used to continue the AVA program. Please note that the resolution must include the current sunset date (4/30/22) and the new sunset date (4/30/32) for the AVA program.

Also enclosed are a copy of SB 106 and spreadsheets summarizing the number of vehicles abated and AVA funds allocated during the last three years covering 17/18, 18/19, and 19/20.

If you have any questions, please feel free to contact Leslie Davis (559) 623-0450.

Sincerely,


Ted Smalley
TCAG Executive Director

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BEFORE THE CITY COUNCIL
CITY OF _____
COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF EXTENDING)
THE SUNSET DATE FOR) RESOLUTION NO. XXXX
COLLECTION OF THE SERVICE FEE)
FOR THE ABANDONED VEHICLE)
ABATEMENT PROGRAM IN TULARE)
COUNTY TO APRIL 30, 2032)

WHEREAS, California Vehicle Code section 22710 authorizes the establishment of a Service Authority for the abatement of abandoned vehicles and for the imposition of a one dollar (\$1) vehicle registration fee to fund an abandoned vehicle abatement program established by such Service Authority; and

WHEREAS, the Tulare County Board of Supervisors and the majority of the cities within the County having the majority of the incorporated population have previously concurred in the establishment of a Service Authority; and

WHEREAS, the County and the Cities had previously, on September 25, 1991, entered into a joint exercise of powers agreement creating the Tulare County Service Authority for the Abatement of Abandoned Vehicles ("the Authority") and designating the Tulare County Association of Governments as the Authority; and

WHEREAS, California Vehicle Code section 9250.7 had previously provided that the fee imposed by a Service Authority shall remain in effect only for a period of 10 years from the date the actual collection of the fee commenced; and

WHEREAS, collection of the fee for the Authority commenced May 1, 1992, was re-authorized through April 30, 2002 and April 30, 2012 and will sunset on April 30, 2022; and

WHEREAS, California Vehicle Code section 9250.7 was amended in August 2001 by Senate Bill 106 which provides that the fee may be extended in increments of up to 10 years each if the Board of Supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county adopt resolutions providing for the extension of the fee; and

1 WHEREAS, the City of _____ recognizes that it is desirable to extend the
2 collection of the service fee for abatement of abandoned vehicles in both the incorporated and
3 unincorporated areas of Tulare County;

4 NOW, THEREFORE, BE IT RESOLVED that the Tulare County Association of
5 Governments, acting as the Authority, be authorized to extend the imposition of a one dollar (\$1)
6 registration fee to fund the abandoned vehicle abatement program within both the incorporated
7 and unincorporated areas of Tulare County for a 10 year increment with a new sunset date of
8 April 30, 2032.

9 The foregoing resolution was adopted upon motion of Councilmember _____,
10 seconded by Councilmember _____, at a regular meeting on the ____ day of _____,
11 2021, by the following vote:

12
13 AYES:

14 NOES:

15 ABSENT:

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17 BY:

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20 _____
21 Mayor

22 City of _____
23

24 ATTEST:

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27 _____
28 City Clerk
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AVA Program
Funds Allocated/Vehicles Abated
FYs 17/18, 18/19, 19/20

2019/20				
Local Jurisdiction	Funding by Population	# of Abatements	Funding by Abatements	Fiscal Year Total
-				
Dinuba	\$ 10,080.36	14	\$ 11,057.28	\$ 21,137.64
Exeter	\$ 4,378.72	0	\$ -	\$ 4,378.72
Farmersville	\$ 4,520.40	0	\$ -	\$ 4,520.40
Lindsay	\$ 5,316.39	0	\$ -	\$ 5,316.39
Porterville	\$ 23,983.04	32	\$ 44,889.15	\$ 68,872.19
Tulare	\$ 26,652.38	0	\$ -	\$ 26,652.38
Visalia	\$ 55,005.38	20	\$ 34,816.73	\$ 89,822.11
Woodlake	\$ 3,140.56	11	\$ 19,721.11	\$ 22,861.68
Unincorporated	\$ 57,605.86	50	\$ 80,198.82	\$ 137,804.68
TOTALS	\$ 190,683.08	127	\$ 190,683.08	\$ 381,366.17
2018/19				
Local Jurisdiction	Funding by Population	# of Abatements	Funding by Abatements	Fiscal Year Total
-				
Dinuba	\$ 10,029.97	3	\$ 3,360.36	\$ 13,390.33
Exeter	\$ 4,503.87	0	\$ -	\$ 4,503.87
Farmersville	\$ 4,614.36	0	\$ -	\$ 4,614.36
Lindsay	\$ 5,307.54	0	\$ -	\$ 5,307.54
Porterville	\$ 24,516.62	52	\$ 68,148.71	\$ 92,665.34
Tulare	\$ 26,607.06	1	\$ 1,153.50	\$ 27,760.56
Visalia	\$ 54,940.82	20	\$ 26,697.44	\$ 81,638.26
Woodlake	\$ 3,139.68	13	\$ 14,253.47	\$ 17,393.15
Unincorporated	\$ 58,218.82	63	\$ 78,265.27	\$ 136,484.09
TOTALS	\$ 191,878.74	152	\$ 191,878.74	\$ 383,757.48
2017/18				
Local Jurisdiction	Funding by Population	# of Abatements	Funding by Abatements	Fiscal Year Total
-				
Dinuba	\$ 9,802.97	13	\$ 12,471.92	\$ 22,274.89
Exeter	\$ 4,331.51	0	\$ -	\$ 4,331.51
Farmersville	\$ 4,435.21	0	\$ -	\$ 4,435.21
Lindsay	\$ 5,119.74	0	\$ -	\$ 5,119.74
Porterville	\$ 23,622.40	31	\$ 36,319.22	\$ 59,941.62
Tulare	\$ 25,496.56	9	\$ 10,303.64	\$ 35,800.21
Visalia	\$ 52,502.94	11	\$ 11,728.62	\$ 64,231.56
Woodlake	\$ 3,063.01	2	\$ 1,855.94	\$ 4,918.95
Unincorporated	\$ 57,678.28	94	\$ 113,373.29	\$ 171,051.57
TOTALS	\$ 186,052.63	160	\$ 186,052.63	\$ 372,105.25

Date of Hearing: June 11, 2001

ASSEMBLY COMMITTEE ON TRANSPORTATION
John Dutra, Chair
SB 106 (Sher) - As Amended: June 5, 2001

SENATE VOTE: 26-10

SUBJECT: Service authorities: abandoned vehicles

SUMMARY: Authorizes the extension of a county \$1 vehicle registration surcharge for abandoned vehicle abatement upon the adoption of specified local resolutions. Specifically, this bill:

- 1) Allows a county's abandoned vehicle abatement program fee to be extended for up to 10 years if the county board of supervisors, by a 2/3 vote and a majority of the cities having a majority of the county's incorporated population, adopt resolutions extending the fee.
- 2) Requires each vehicle abatement service authority to issue an annual fiscal report to the state Controller summarizing program revenues and expenditures, the number and average cost of vehicles abated, and any unexpended revenues. Failure to submit the report would subject the service authority to a one-year suspension of its fee.
- 3) Requires the Controller to review the service authorities' annual reports and annually provide to the Legislature a summary of those reports. The Controller would be required to notify the Department of Motor Vehicles (DMV) when a service authority has excess revenues in an amount that exceeds its annual expenditures, in which case its fee would be suspended for one year. This provision applies only to a service authority whose program has been in existence for at least two full years.

EXISTING LAW:

- 1) Establishes a basic annual vehicle registration fee of \$28, plus a \$2 surcharge for additional personnel for the California Highway Patrol (CHP).

Authorizes specified local agencies to impose separate vehicle

registration fee surcharges in their respective jurisdictions for a variety of special vehicle-related programs, including \$1 for a service authority for freeway emergencies, \$1 for deterring and prosecuting vehicle theft, \$1 for fingerprint programs, and up to \$4 for air quality programs (\$5 in the South Coast Air Quality Management District).

- 2) Authorizes any county, upon adoption of resolutions approved by 2/3 of the board of supervisors and a majority of the cities having a majority of the incorporated population within the county, to establish a local service authority for the purpose of the removal and abatement of abandoned vehicles within the county. These authorities may impose a registration fee surcharge of \$1, which is continuously appropriated to fund the vehicle abatement programs. These programs and their fees are required to terminate not later than 10 years from the date that collection of the fee commences.
- 3) Provides that if a service authority has unspent funds 90 days after the end of a fiscal year and the amount of those funds exceeds the amount spent that year for vehicle abatement, then the \$1 fee must be suspended one year.
- 4) Requires CHP to provide guidelines for abandoned vehicle abatement programs. The guidelines must require each service authority receiving abatement fee revenues to report to the state Controller on a quarterly basis the manner that the funds were disbursed and the number of vehicles abated, pursuant to an approved abandoned vehicle abatement program.

FISCAL EFFECT: Unknown

COMMENTS: Thirty one counties have established service authorities in order to remove abandoned vehicles from public and private lands within their jurisdiction and to dispose of those vehicles. When a county creates a service authority and authorizes collection of the fee, it may do so only for a 10-year period.

A measure to simply extend the life of all of these authorities until 2015, SB 1333 (Sher), was vetoed by the Governor in 2000. His veto message cited the bill's automatic extension of the \$1 surcharges for 15 years

without any local approval requirement and an overlap of program reporting provisions between the bill

SB 106
Page 3

and existing law. This bill has been crafted to respond to the concerns raised by the Governor's veto message.

Supporters argue that current vehicle abatement programs have been effective in removing visually offensive and potentially dangerous vehicles and vehicle parts that degrade local communities. They seek to extend the life of service authorities beyond the current 10-year limit, adding a mechanism for approval by local officials for subsequent 10-year renewals.

Proponents contend that the existing county abatement programs have enabled code enforcement funds to be freed for other essential law enforcement activities. Removal of abandoned vehicles provides a more aesthetically pleasing environment and, in some cases, aids traffic flow. The Orange County Transportation Authority cites figures indicating a total of 25,170 vehicles being abated in fiscal year 1998-99. Since the establishment of that county's service authority in 1991, a total of 176,545 vehicles have been voluntarily abated, and 45,827 have been towed from both public and private property.

REGISTERED SUPPORT / OPPOSITION :

Support

City of San Jose (co-sponsor)
Orange County Transportation Authority (co-sponsor) California
League of Cities
California Peace Officers' Association California
Police Chiefs Association California State
Association of Counties California State Sheriffs'
Association City of Citrus Heights
City of Corona City
of Costa Mesa City of
Dana Point
City of Fountain Valley City
of Hayward
City of Laguna Hills City of
Mission Viejo City of
Modesto
City of Moreno Valley
City of Newport Beach
City of Novato

SB 106
Page 4

City of Placentia City of
San Bruno City of San
Carlos City of San
Clemente City of San
Diego City of San Jose
City of Santa Ana City
of Santa Clara City of
Seal Beach City of
Westminster County of
Amador
County of Contra Costa
County of Lake
League of California Cities
Marin County Board of Supervisors Marin
County Sheriff's Office Riverside County
Board of Supervisors Sacramento
Transportation Authority
San Bernardino County Sheriff's Department San
Mateo Police Department
Santa Clara County Abandoned Vehicle Abatement Service Authority

Opposition

None received

Analysis Prepared by: Howard Posner / TRANS. / (916) 319-2093



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: CARES Act Funding Credit to Local Transportation Fund Agreement with the County of Tulare

SOURCE: Public Works

COMMENT: On July 2, 2020, the Federal Transit Administration (FTA) announced \$25 billion in supplemental funding available for FTA grantees to prevent, prepare for, and respond to the coronavirus disease 2019 (COVID-19). The supplemental funding was appropriated in the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The FTA posted apportionment tables displaying the funds available to eligible states, tribes, and urbanized areas (Section 5307). CARES Act guidelines state that all FTA recipients may utilize funds made available under the CARES Act for operating expenses incurred as of January 20, 2020, at a one hundred percent (100%) Federal share.

The Porterville Urbanized Area was apportioned \$7,503,272 in CARES Act supplemental funding and the City of Porterville is the direct recipient of funds apportioned to the Porterville Urbanized Area.

Since 1983, the City has maintained an annual agreement with the County of Tulare to provide coordinated public transportation services to unincorporated residents within the Porterville Urbanized Area. Provisions in the Agreement state that FTA Section 5307 funds will be claimed by the City on the County's behalf. Per the 2010 Census, the Porterville urbanized area population was 72,329; 54,247 (75%) of which are City residents, and 18,082 (25%) of which are County residents. Per the terms of the Agreement, the City credits the County twenty-five percent (25%) of Section 5307 funds to the County from the City (based on the 2010 Census).

Therefore, the total amount of CARES Act that can be attributed to operating expenses, incurred as of January 20, 2020, to providing public transportation to the unincorporated residents within the Porterville Urbanized Area is \$1,875,818, twenty-five percent (25%) of the total \$7,503,272 apportionment.

At its meeting on March 2, 2021, the City Council entered into an Agreement with the County of Tulare for Fiscal Year 2020-2021, which covers the operating period of fiscal year 2018-2019. Since the 2020-2021 Agreement covers 2018-2019 operating expenses, CARES Act funding cannot be utilized under the FTA CARES Act guidelines. It is staff's recommendation that the 2020-2021 LTF Agreement stand based on the FTA Cares Act guidelines.

Going forward, staff recommends applying the CARES Act credit to operating expenses, incurred as of January 20, 2020, for public transportation services to unincorporated residents within the Porterville Urbanized Area.

For example, the upcoming Agreement with the County of Tulare for fiscal year 2021-2022, covering the operating period of fiscal year 2019-2020, the CARES Act credit will be applied to operating expenses incurred from February 1, 2020 through June 30, 2020.

It is staff's recommendation that all future Agreement's with the County of Tulare to provide public transportation services to unincorporated residents within the Porterville Urbanized Area incorporate the balance of the CARES Act funding credit until those funds have been exhausted. In addition, updated population data from the recent 2020 Census may affect the population percentage distribution.

RECOMMENDATION: That the City Council provide direction regarding applying a CARES Act funding credit to the County of Tulare totaling \$1,875,818, to operating expenses incurred as of January 20, 2020 for providing public transportation to the unincorporated residents within the Porterville Urbanized Area.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Consider Resolutions of Support for Senate Bill 222 (Dodd), Water Rate Assistance Program; and Senate Bill 223 (Dodd), Discontinuation of Residential Water Service

SOURCE: City Manager's Office

COMMENT: Community Water Center has requested that the City Council consider adopting Resolutions of Support for Senate Bill 222 (Dodd), "Water Rate Assistance Program," and Senate Bill 223 (Dodd), "Discontinuation of Residential Water Service."

SB 222 is proposed legislation that would establish the Water Rate Assistance Fund in the State Treasury and establish the Water Rate Assistance Program to help provide water affordability assistance for both drinking and wastewater services to low-income ratepayers experiencing economic hardships. SB 222 does not appropriate any funding. However, should funding be appropriated in the future, authorized use of monies deposited in the Fund will include the following priorities: 1) direct water bill assistance; 2) water bill credits to renters; and 3) water crisis assistance.

SB 223 is proposed legislation that would strengthen and extend existing statutorily required protocols and procedures to protect low-income households that face or have already experienced water service disconnections due to the water customer's inability to pay their water bill. The Bill requires water agencies to evaluate and make findings about the availability of non-ratepayer funds that can be used for an arrearage management plan that would allow ratepayers who have accrued water debt to have that debt discharged over twelve (12) months, as long as the ratepayer stays current on new water and sewer bills. The Bill would prohibit disconnections until a ratepayer was delinquent for ninety (90) days instead of sixty (60) days, or the ratepayer's debt is more than \$250. The Bill would also require water agencies to waive fees for disconnections and reconnections for low-income households (income less than 200% Federal Poverty Level).

RECOMMENDATION: That the City Council consider the draft Resolutions of Support for SB 222 (Dodd) and SB 223 (Dodd).

ATTACHMENTS:

1. Senate Bill 222 Draft Resolution of Support
2. Senate Bill 222 Bill Text
3. Senate Bill 223 Draft Resolution of Support

4. Senate Bill 223 Bill Text

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
IN SUPPORT OF SENATE BILL 222 (DODD), "WATER RATE ASSISTANCE
PROGRAM"

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, more than one million Californians do not have access to safe drinking water, and in 2019 more than 500,000 Californians had their water shut off; and

WHEREAS, adjusting for inflation, the average Californian household paid approximately forty-five percent (45%) more per month for drinking water service in 2015 than in 2007; and

WHEREAS, the burden of rapidly rising drinking water costs fall disproportionality on the thirteen (13) million Californians living in low-income households; and

WHEREAS, while many low-income Californians receive electric and gas utility rate assistance, less than twenty percent (20%) of the state's low income population served by community water systems receive any benefits from a low-income water rate assistance program; and

WHEREAS, most of California's 2,900 community water systems lack revenue options to provide rate assistance to low-income households in their service area; and

WHEREAS, Californians have long faced a significant gap in the social safety net, stemming from the lack of a statewide water affordability program; and

WHEREAS, Governor Newsom issued Executive Order N-42-20, which suspended urban and community water systems' authority to disconnect water services due to a resident's or business' non-payment during the COVID-19 pandemic; and

WHEREAS, in order to limit the spread of COVID-19, follow public health

guidelines, and ensure proper COVID-19 recovery, it is crucial that Californians maintain their access to water; and

WHEREAS, millions of Californians have experienced substantial losses of income as a result of business closures, the loss of work hours or wages, or layoffs related to COVID-19, which hinder their ability to make payments for water service and subject them to water shutoffs due to nonpayment; and

WHEREAS, the State Water Board released its Drinking Water COVID-19 Financial Impacts Survey, which revealed that water systems and households have accumulated over \$1.1 billion in water bill debt during the COVID-19 pandemic; and

WHEREAS, the State Water Board has unveiled that the \$1 billion and counting debt is spread across nearly 1.6 million households and five million Californians, which now face potential water discontinuations once Executive Order N-42-20 is lifted; and

WHEREAS, Senate Bill 222 (Dodd) would establish the Water Affordability Assistance Fund and Program to help provide water affordability assistance, for both drinking water and wastewater services, to low-income ratepayers and ratepayers experiencing economic hardship in California; and

WHEREAS, the stipulations of this legislation would help maintain critical water access during the recovery of a pandemic, thus protecting the public health; and

WHEREAS, the City of Porterville is committed to providing safe, clean, affordable and accessible water;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

The City of Porterville expresses its support for California Senate Bill 222, and for the California Legislature to pass and Governor Newsom to sign into law the aforementioned Bill.

This Resolution shall take effect from and after the date of its passage and adoption by this Council.

PASSED, APPROVED, AND ADOPTED this 18th day of May, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

AMENDED IN SENATE MAY 3, 2021
AMENDED IN SENATE APRIL 20, 2021
AMENDED IN SENATE APRIL 5, 2021

SENATE BILL

No. 222

Introduced by Senator Dodd
(Coauthors: Senators Gonzalez and Wiener)
(Coauthors: Assembly Members Bloom, Lorena Gonzalez, Mathis, and
Robert Rivas)

January 14, 2021

An act to add Section 12087.8 to the Government Code, and to add Chapter 6.5 (commencing with Section 116930) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

LEGISLATIVE COUNSEL'S DIGEST

SB 222, as amended, Dodd. Water Rate Assistance Program.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Existing law requires the state board, by January 1, 2018, to develop a plan for the funding and implementation of the Low-Income Water Rate Assistance Program, as prescribed. Existing law requires the state board, by February 1, 2018, to report to the Legislature on its findings regarding the feasibility, financial stability, and desired structure of the program, including any recommendations for legislative action that may need to be taken.

This bill would establish the Water Rate Assistance Fund in the State Treasury to help provide water affordability assistance, for both drinking water and wastewater services, to low-income ratepayers and ratepayers experiencing economic hardship in California. The bill would require the Department of Community Services and Development to develop and administer the Water Rate Assistance Program established by the bill. The bill would make moneys in the fund available upon appropriation by the Legislature to the department to provide, in consultation with the state board, direct water bill assistance, water bill credits, and water crisis assistance. The bill would authorize the department to identify and contract with a third-party fund administrator. The bill would impose requirements on the department, in consultation with the state board, in connection with the program, including, among others, developing guidelines and fund oversight procedures for implementation of the program by January 1, 2023, consulting with an advisory group, and adopting an annual fund expenditure plan.

The bill would require, by July 1, 2022, the Public Utilities Commission to establish a mechanism for electrical corporations and gas corporations to, and would authorize the department to enter into agreements with local publicly owned electric utilities and local publicly owned gas utilities to, regularly share specified customer data with the department, subject to certain confidentiality protections.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 12087.8 is added to the Government
- 2 Code, to read:
- 3 12087.8. The department shall develop and administer the
- 4 Water Rate Assistance Program established pursuant to Chapter
- 5 6.5 (commencing with Section 116930) of Part 12 of Division 104
- 6 of the Health and Safety Code and expend moneys appropriated
- 7 by the Legislature for the purposes of the program.
- 8 SEC. 2. Chapter 6.5 (commencing with Section 116930) is
- 9 added to Part 12 of Division 104 of the Health and Safety Code,
- 10 to read:

CHAPTER 6.5. WATER RATE ASSISTANCE PROGRAM

Article 1. Water Rate Assistance Fund

116930. (a) The Water Rate Assistance Fund is hereby established in the State Treasury to provide water affordability assistance, for both drinking water and wastewater services, to low-income ratepayers and ratepayers experiencing economic hardship in California. Moneys in the fund shall be available upon appropriation by the Legislature to the department to provide, in consultation with the state board, all of the following:

(1) Direct water bill assistance.

(2) Water bill credits to renters and individuals or households that pay other amounts, fees, or charges related to residential water or wastewater service.

(3) Water crisis assistance.

(b) The department may, upon appropriation by the Legislature, expend moneys from the fund for reasonable costs associated with the administration of this chapter, not to exceed 10 percent of the annual deposits into the fund.

116930.1. The department shall do all of the following in administering the fund:

(a) Track and manage revenue in the fund separately from all other revenue.

(b) Develop and implement a process for disbursing program funds to public water systems or third-party providers for direct payments to community water systems, including controls to prevent fraud, waste, and abuse.

(c) Manage and maintain fund balances in conjunction with the Controller, the Treasurer, the California State Auditor's Office, and the Department of Finance, as appropriate.

(d) (1) Expend, upon appropriation by the Legislature, moneys in the fund for grants, contracts, direct monetary assistance, or services to assist eligible recipients.

(2) Services may include technical assistance to small public water systems to administer program components, including initial startup costs.

(3) The department may identify and contract with a third-party fund administrator. The scope of work for the fund administrator may include, but is not limited to, eligibility determination, call

center services, internet-based enrollments, and document intake and processing.

(e) (1) Verify the eligibility of each recipient, based upon eligibility pursuant to Section 116931.1.

(2) Establish a process to regularly confirm the eligibility of recipients, based upon eligibility pursuant to Section 116931.1.

(3) The verification requirements in paragraphs (1) and (2) may be carried out by the third-party fund administrator described in paragraph (3) of subdivision (d).

Article 2. Program Implementation

116931. (a) The department, in consultation with the state board, shall, by January 1, 2023, develop guidelines and fund oversight procedures for implementation of the program.

(b) In developing the guidelines, the department shall consult with an advisory group that includes representatives of all of the following:

(1) Public water systems.

(2) Technical assistance providers, including organizations that support the federal Low-Income Home Energy Assistance Program.

(3) Local agencies, including agencies that manage multifamily housing serving low-income residents.

(4) Nongovernmental organizations that work with residents of disadvantaged communities.

(5) Representatives from the public, including, but not limited to, low-income residents, low-income residents who live in multifamily housing, and residents served by tribal water systems.

116931.1. (a) The department and state board shall, in consultation with the advisory group described in subdivision (b) of Section 116931 and after a public hearing, adopt an annual fund expenditure plan.

(b) The annual fund expenditure plan shall contain all of the following:

(1) Identification of key terms, criteria, and metrics, and their definitions related to implementation of this section.

(2) A description of how proposed remedies related to this section will be identified, evaluated, prioritized, and included in the annual fund expenditure plan.

1 (3) A report of expenditures from the fund for the prior fiscal
2 year and planned expenditures for the current fiscal year.

3 (4) (A) An estimate of the number of households eligible for
4 assistance, including those that do not receive a direct bill for
5 water.

6 (B) In identifying household eligibility, the department shall
7 consider both of the following:

8 (i) If any member of the customer's household is a current
9 enrollee in, or recipient of, CalWORKs, CalFresh, general
10 assistance, Medi-Cal, Supplemental Security Income or State
11 Supplementary Payment Program, or California Special
12 Supplemental Nutrition Program for Women, Infants, and Children.

13 (ii) Utility customers enrolled in the California Alternate Rates
14 for Energy (CARE) program established pursuant to Section 739.1
15 of the Public Utilities Code and the Family Electric Rate Assistance
16 program established pursuant to Section 739.12 of the Public
17 Utilities Code.

18 (5) A section that discusses water affordability challenges and
19 proposed solutions for reducing water debt for eligible Californians
20 served by public water systems, state small water systems, local
21 small water systems, and domestic wells. An evaluation of
22 solutions shall include, but not be limited to, all of the following:

23 (A) Amortization of an unpaid balance.

24 (B) Participation in an alternative payment schedule.

25 (C) Partial or full reduction of the unpaid balance financed
26 without additional charges to other ratepayers.

27 (D) Temporary deferral of payment.

28 (E) An arrearage management plan.

29 (F) Percentage of income payment plan.

30 (6) Methods to ensure timely and meaningful public participation
31 and encourage enrollment in the program.

32 (7) An estimate of the funding available for the next fiscal year
33 based on the amount available in the fund, anticipated funding
34 needs, other existing funding sources, and other relevant data and
35 information.

36 (c) The annual fund expenditure plan shall identify the funding
37 need of disadvantaged communities and low-income households
38 whose water bill charges pose affordability challenges based on
39 metrics developed by the department, state board, and Public
40 Utilities Commission.

(d) The annual fund expenditure plan shall include analysis with metrics to evaluate how expenditures from prior fiscal years improved affordability.

116931.2. (a) By July 1, 2022, the Public Utilities Commission shall establish a mechanism for electrical corporations and gas corporations to regularly share data with the department regarding the utility customers enrolled in, or eligible to be enrolled in, the California Alternate Rates for Energy (CARE) program established pursuant to Section 739.1 of the Public Utilities Code and the Family Electric Rate Assistance program established pursuant to Section 739.12 of the Public Utilities Code. Electrical corporations and gas corporations shall regularly share that data with the department through the mechanism.

(b) (1) The department may enter into agreements with local publicly owned electric utilities and local publicly owned gas utilities, including, but not limited to, municipal utility districts and irrigation districts, for the purpose of regularly sharing data with the department regarding utility customers enrolled in, or eligible to be enrolled in, affordability programs benefiting low-income customers.

(2) The agreements may authorize the department to provide data pursuant to this subdivision to local water agencies for the sole purpose of assisting with the administration of the program.

(c) Data shared pursuant to subdivision (a) or (b) is subject to the confidentiality protections of Section 6254.16 of the Government Code and the department shall ensure that the confidentiality of the contact information is protected under reasonable security procedures.

(d) Notwithstanding any other law, a local publicly owned electric utility or local publicly owned gas utility is not subject to civil or criminal liability for the accuracy of, or any use, nonuse, or improper release of, the contact information it provides pursuant to this section, including, without limitation, for any deficiencies or inaccuracies of the contact information provided.

Article 3. Fund Expenditures

116932. (a) If moneys are deposited into the fund before the adoption of an annual fund expenditure plan, the department, in consultation with the state board, shall, upon appropriation by the

1 Legislature, expend those moneys from the fund to provide water
2 crisis assistance to low-income households through direct
3 assistance to the low-income households, forgiveness of
4 delinquency by the public water system and reimbursement by the
5 department or state board, or some other disbursement mechanism.
6 The department may use up to 10 percent of those moneys for
7 administrative purposes.

8 (b) The department may adopt emergency regulations pursuant
9 to the Administrative Procedure Act (Chapter 3.5 (commencing
10 with Section 11340) of Part 1 of Division 3 of Title 2 of the
11 Government Code) to implement this section.

12
13 Article 4. Program Administration

14
15 116933. The department shall do all of the following in
16 administering the program:

17 ~~(a) Coordinate with the state board to collect and ensure the~~
18 ~~accuracy of water rate data and water system boundary data from~~
19 ~~each public water system.~~

20 ~~(b)~~

21 (a) Coordinate with the Public Utilities Commission regarding
22 existing rate assistance programs for investor-owned water utilities.
23 Once an annual funding expenditure plan is adopted and includes
24 funding for a low-income rate assistance program, the existing
25 rate assistance programs for investor-owned water utilities shall
26 cease and customers shall be transitioned to the new program
27 through a process established by the Public Utilities Commission.

28 ~~(c)~~

29 (b) For a public water system that is not regulated by the Public
30 Utilities Commission, consult with the state board on options to
31 provide oversight of the public water system's implementation of
32 the program to ensure effectiveness and prevent fraud, waste, and
33 abuse.

34 ~~(d)~~

35 (c) In consultation with the state board and the Public Utilities
36 Commission, develop and publish performance metrics for the
37 program, including, but not limited to, enrollment levels, total
38 water shutoffs for inability to pay, and on-time payment levels.

39 ~~(e)~~

(d) Coordinate with other state agencies and resolve disputes as necessary.

~~(f)~~

(e) Identify alternative entities to distribute and track benefits if a public water system is unwilling to do so or if the department, in consultation with the state board, has determined a public water system is incapable of administering the program.

Article 5. Definitions

116934. For purposes of this chapter, the following definitions apply:

(a) “Department” means the Department of Community Services and Development.

(b) “Fund” means the Water Rate Assistance Fund created pursuant to Section 116930.

(c) “Low income” means a household income, or a community annual median household income, that is equal to or no greater than 200 percent of the federal poverty guideline level.

(d) “Program” means the Water Rate Assistance Program established pursuant to this chapter.

(e) “Public water system” has the same meaning as defined in Section 116275.

(f) “State board” means the State Water Resources Control Board.

(g) “State small water system” has the same meaning as defined in Section 116275.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
IN SUPPORT OF SENATE BILL 223 (DODD), "DISCONTINUATION OF
RESIDENTIAL WATER SERVICE"

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, more than one million Californians do not have access to safe drinking water, and in 2019 more than 500,000 Californians had their water shut off; and

WHEREAS, adjusting for inflation, the average Californian household paid approximately forty-five percent (45%) more per month for drinking water service in 2015 than in 2007; and

WHEREAS, the burden of rapidly rising drinking water costs fall disproportionality on the thirteen (13) million Californians living in low-income households; and

WHEREAS, Governor Newsom issued Executive Order N-42-20, which suspended urban and community water systems' authority to disconnect water services due to a resident's or business' non-payment during the COVID-19 pandemic; and

WHEREAS, in order to limit the spread of COVID-19, follow public health guidelines, and ensure proper COVID-19 recovery, it is crucial that Californians maintain their access to water; and

WHEREAS, millions of Californians have experienced substantial losses of income as a result of business closures, the loss of work hours or wages, or layoffs related to COVID-19, which hinder their ability to make payments for water service and subject them to water shutoffs due to nonpayment; and

WHEREAS, the State Water Board released its Drinking Water COVID-19 Financial Impacts Survey, which revealed that water systems and households have accumulated over \$1.1 billion in water bill debt during the COVID-19 pandemic; and

WHEREAS, the State Water Board has unveiled that the \$1 billion and counting debt is spread across nearly 1.6 million households and five million Californians, which now face potential water discontinuations once Executive Order N-42-20 is lifted; and

WHEREAS, Senate Bill 223 (Dodd) would extend existing water discontinuation protections under SB 998 to all Californians served by very small community water systems and strengthen existing protections, such as increasing the thresholds for amount and days to trigger discontinuation of service and by requiring a written policy on discontinuation of residential service for nonpayment to include an arrearage management plan; and

WHEREAS, the stipulations of this legislation would help maintain critical water access during the recovery of a pandemic, thus protecting the public health; and

WHEREAS, the City of Porterville is committed to providing safe, clean, affordable and accessible water;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

The City of Porterville expresses its support for California Senate Bill 223, and for the California Legislature to pass and Governor Newsom to sign into law the aforementioned Bill.

This Resolution shall take effect from and after the date of its passage and adoption by this Council.

PASSED, APPROVED, AND ADOPTED this 18th day of May, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

AMENDED IN SENATE MAY 3, 2021
AMENDED IN SENATE APRIL 20, 2021
AMENDED IN SENATE APRIL 5, 2021

SENATE BILL

No. 223

Introduced by Senator Dodd
(Coauthors: Senators Gonzalez and Wiener)
(Coauthors: Assembly Members Bloom, Lorena Gonzalez, and
Robert Rivas)

January 14, 2021

An act to amend Sections 116902, 116904, 116906, 116908, 116910, 116912, 116914, 116916, 116918, 116920, 116922, and 116926 of, and to add Section 116915 to, the Health and Safety Code, relating to water.

LEGISLATIVE COUNSEL'S DIGEST

SB 223, as amended, Dodd. Discontinuation of residential water service.

Existing law prohibits an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, from discontinuing residential water service for nonpayment until a payment by a customer has been delinquent for at least 60 days. Existing law requires an urban and community water system to have a written policy on discontinuation of residential service for nonpayment, including, among other things, specified options for addressing the nonpayment. Existing law requires an urban and community water system to provide notice of that policy to customers, as provided.

This bill would apply those provisions, on and after July 1, 2022, to a very small community water system, defined as a public water system

that supplies water to 200 or fewer service connections used by year long residents. The bill would require the written policy on discontinuation of residential service for nonpayment to include an arrearage management plan, as specified, and, for those systems that provide water use audits or have the capacity to do so, to include a water use audit offered at no additional charge to low-income households.

The bill would require the State Water Resources Control Board to provide technical assistance to very small community water systems, as appropriate, to assist with compliance with these requirements and to establish a bridge loan program to assist very small community water systems that may suffer revenue loss or delayed collection while complying with these requirements. The bill would also require the board to develop a template for a written policy on discontinuation of residential service for nonpayment, on or before September 1, 2022, to aid very small community water systems in complying with the requirement to have a written policy on discontinuation of residential service for nonpayment.

Existing law prohibits an urban and community water system from discontinuing residential service for nonpayment if certain conditions are met, including that the customer or a tenant submits certification that discontinuation of residential service will be life-threatening to, or pose a serious threat to the health and safety of, a resident of the premises.

This bill would revise the conditions under which urban and community water systems and very small community water systems are prohibited from discontinuing residential service for nonpayment. The bill would prohibit these systems from discontinuing residential service for nonpayment during a state or local emergency when the area of the declared state or local emergency encompasses the customer's residence, unless the entity declaring the emergency finds that the emergency will not impact the customers' ability to pay for residential service. The bill would authorize a customer, or tenant of the customer, to submit in writing, under penalty of perjury, specified information that would prevent the discontinuation of water services. By expanding the scope of the crime of perjury, this bill would create a state-mandated local program. The bill would prohibit these systems from discontinuing residential water service for nonpayment until a payment by a customer has been delinquent for at least 90, rather than 60, days or the total amount of the delinquency, exclusive of late charges and interest, is at least \$250. The bill would also prohibit these systems from discontinuing

residential water service for nonpayment to a master-metered multifamily residence with at least 4 units or to a master-metered mobilehome park.

Existing law requires an urban and community water system to impose specified fees for reconnection of service for customers with a household income below 200% of the federal poverty line.

This bill would instead require an urban and community water system and very small community water system to waive fees for disconnection and reconnection of service for those ~~customers~~: *customers, as specified.*

The bill would require the Public Utilities Commission, by January 1, 2023, to consider whether to establish a pilot program for an arrearage management plan program to be offered by urban and community water systems regulated by the commission to eligible low-income customers who have been with the water system for at least 6 months and who have an arrearage of payment of their water service bill meeting a specified threshold. The bill would require that if the commission establishes a pilot program for an arrearage management plan, the commission provide an evaluation of the program by no later than 3 years after the commencement of the program and post that evaluation on its internet website. The bill would require the commission to terminate the pilot program by no later than 4 years after the commencement of the program if the evaluation of the program determines it is not in the interest of all ratepayers. The bill would require an urban and community water system not regulated by the commission to, by January 1, 2023, or during its next rate study, whichever comes first, determine whether it may offer an arrearage management plan to aid low-income residential customers with household income below 200% of the federal poverty line with high arrearages for water or wastewater service without using ratepayer funds from customers who are not enrolled in the arrearage management plan, and would authorize the urban and community water system to consider specified criteria in evaluating whether it may offer an arrearage management plan. The bill would also require the consideration of specified actions if an urban and community water system determines that it may not offer an arrearage management plan.

Existing law authorizes the Attorney General to enforce the requirements imposed on urban and community water systems in connection with discontinuing residential service for nonpayment by seeking an injunction, as specified.

This bill would additionally authorize the board to issue an order to an urban and community water system or very small community water system to enforce these requirements, or to seek an injunction, as specified.

Existing law requires an urban and community water system or very small community water system to report annually the number of discontinuations of residential service for inability to pay, as specified, on the water system’s internet website, if an internet website exists, and to the State Water Resources Control Board.

This bill would require an urban and community water system to report certain information to the board during the reporting year that it completes a specified evaluation. The bill would require, by January 1, 2024, the board to complete a report to the Legislature on arrearage management plans that includes whether and to what extent urban and community water systems have offered arrearage management plans, any identified barriers, any identified alternatives, and all available information regarding reduction in shutoffs and revenue impacts.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 116902 of the Health and Safety Code
- 2 is amended to read:
- 3 116902. For the purposes of this chapter, the following
- 4 definitions apply:
- 5 (a) “Board” means the State Water Resources Control Board.
- 6 (b) “Public water system” has the same meaning as defined in
- 7 Section 116275.
- 8 (c) “Residential service” means water service to a residential
- 9 connection that includes single-family residences, multifamily
- 10 residences, mobilehomes, including, but not limited to,
- 11 mobilehomes in mobilehome parks, or farmworker housing.

1 (d) “Urban and community water system” means a public water
2 system that supplies water to more than 200 service connections
3 used by year long residents.

4 (e) “Urban water supplier” has the same meaning as defined in
5 Section 10617 of the Water Code.

6 (f) “Very small community water system” means a public water
7 system that supplies water to 200 or fewer service connections
8 used by year long residents.

9 SEC. 2. Section 116904 of the Health and Safety Code is
10 amended to read:

11 116904. (a) An urban water supplier not regulated by the
12 Public Utilities Commission shall comply with this chapter on and
13 after February 1, 2020.

14 (b) An urban and community water system regulated by the
15 Public Utilities Commission shall comply with this chapter on and
16 after February 1, 2020. The urban and community water system
17 regulated by the Public Utilities Commission shall file advice
18 letters with the commission to conform with this chapter.

19 (c) An urban and community water system not described in
20 subdivision (a) or (b) shall comply with this chapter on and after
21 April 1, 2020.

22 (d) A very small community water system shall comply with
23 this chapter on and after July 1, 2022. A very small community
24 water system regulated by the Public Utilities Commission shall
25 file advice letters with the commission to conform with this
26 chapter.

27 (e) The board shall provide technical assistance to very small
28 community water systems, as appropriate, to assist with compliance
29 with this chapter.

30 (f) The board shall establish a bridge loan program to assist very
31 small community water systems that may suffer revenue loss or
32 delayed collection while complying with this chapter. To the extent
33 funding is available, partial loan forgiveness shall be made
34 available to systems that offer debt forgiveness to low-income
35 residents with past due accounts.

36 (g) An urban water supplier and an urban and community water
37 system shall update its policies to comply with this chapter by July
38 1, 2022.

39 SEC. 3. Section 116906 of the Health and Safety Code is
40 amended to read:

1 116906. (a) An urban and community water system and a very
2 small community water system shall have a written policy on
3 discontinuation of residential service for nonpayment available in
4 English, the languages listed in Section 1632 of the Civil Code,
5 and any other language spoken by at least 10 percent of the people
6 residing in its service area. The policy shall include all of the
7 following:

8 (1) A plan for deferred or reduced payments that includes an
9 option for repayment over a period of 12 months or longer.

10 (2) Alternative payment schedules.

11 (3) A formal mechanism for a customer to contest or appeal a
12 bill.

13 (4) To the extent required by Section 116915, an arrearage
14 management plan to be offered to eligible low-income customers.

15 (5) A telephone number for a customer to contact to discuss
16 options for averting discontinuation of residential service for
17 nonpayment.

18 (6) For systems that provide water use audits or have the
19 capacity to do so, a water audit offered at no additional cost to
20 low-income residential customer households.

21 (b) The policy shall be available on the internet website of the
22 urban and community water system or very small community water
23 system, if an internet website exists. If an internet website does
24 not exist, the urban and community water system or very small
25 community water system shall provide the policy in writing upon
26 its adoption or revision and upon request by a customer.

27 (c) (1) The board may enforce the requirements of this section
28 pursuant to Sections 116577, 116650, and 116655. The provisions
29 of Section 116585 and Article 10 (commencing with Section
30 116700) of Chapter 4 apply to enforcement undertaken for a
31 violation of this section.

32 (2) All moneys collected pursuant to this subdivision shall be
33 deposited in the Safe Drinking Water Account established pursuant
34 to Section 116590.

35 (d) The board shall develop a template for a written policy on
36 discontinuation of residential service for nonpayment, on or before
37 September 1, 2022, to aid very small community water systems
38 in compliance with this section. The written policy template shall
39 be provided in English and the languages listed in Section 1632
40 of the Civil Code.

SEC. 4. Section 116908 of the Health and Safety Code is amended to read:

116908. (a) (1) (A) An urban and community water system or very small community water system shall not discontinue residential service for nonpayment until a payment for water service by a customer has been delinquent for at least 90 days or the amount of the delinquency, excluding late charges and interest, is at least two hundred fifty dollars (\$250). No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system and very small community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system or very small community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer its policy on discontinuation of residential service for nonpayment. An urban and community water system and very small community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system or very small community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.

1 (v) A description of the procedure to petition for bill review and
2 appeal.

3 (vi) A description of the procedure by which the customer may
4 request a deferred, reduced, or alternative payment schedule,
5 including an amortization of the delinquent residential service
6 charges, consistent with the written policies provided pursuant to
7 subdivision (a) of Section 116906.

8 (2) If the urban and community water system or very small
9 community water system is unable to make contact with the
10 customer or an adult occupying the residence by telephone, and
11 written notice is returned through the mail as undeliverable, the
12 urban and community water system or very small community water
13 system shall make a good faith effort to visit the residence and
14 leave, or make other arrangements for placement in a conspicuous
15 place of, a notice of imminent discontinuation of residential service
16 for nonpayment and the policy for discontinuation of residential
17 service for nonpayment.

18 (b) If an adult at the residence appeals the water bill to the urban
19 and community water system, very small community water system,
20 or any other administrative or legal body to which such an appeal
21 may be lawfully taken, the urban and community water system or
22 very small community water system shall not discontinue
23 residential service while the appeal is pending.

24 (c) For purposes of this section, a residential water customer
25 who pays a water bill that is combined with billing for other
26 services, including, but not limited to, sewer service or electricity
27 service, is not delinquent and shall not have their water service
28 discontinued for nonpayment if the customer has paid an amount
29 equal to or greater than the monthly charge for water service,
30 excluding taxes and fees.

31 (d) Notwithstanding any other law, the urban and community
32 water system or very small community water system shall not
33 obtain any new lien, for delinquent amounts owed for residential
34 water or sewer service when the customer is enrolled in an
35 amortization agreement, alternative payment schedule, or arrearage
36 management plan, or a plan for deferred or reduced payment. If a
37 lien is imposed on a customer due to nonpayment, the urban and
38 community water system and very small community water system
39 shall provide to the customer, in writing, information on how a
40 lien operates, assurance that the lien will not result in foreclosure

1 while the customer is enrolled in an amortization agreement,
2 alternative payment schedule, arrearage management plan, if
3 offered, or a plan for deferred or reduced payment, and
4 confirmation that the lien will be released when the past due
5 amount has been fully paid.

6 SEC. 5. Section 116910 of the Health and Safety Code is
7 amended to read:

8 116910. (a) An urban and community water system or very
9 small community water system shall not discontinue water service
10 to an occupied residence for nonpayment during a state or local
11 emergency declared pursuant to Section 8625 or 8630 of the
12 Government Code when the area of the declared state or local
13 emergency encompasses the customer's residence, unless the entity
14 declaring the emergency finds that the emergency will not impact
15 the customers' ability to pay for residential service.

16 (b) An urban and community water system or very small
17 community water system shall not discontinue residential service
18 for nonpayment if all of the following conditions are met:

19 (1) (A) The customer, or a tenant of the customer, submits to
20 the urban and community water system or very small community
21 water system the certification of a primary care provider, as that
22 term is defined in subparagraph (A) of paragraph (1) of subdivision
23 (b) of Section 14088 of the Welfare and Institutions Code, that
24 discontinuation of residential service will be life-threatening to,
25 or pose a serious threat to the health and safety of, a resident of
26 the premises where residential service is provided.

27 (B) As an alternative to the procedures described in
28 subparagraph (A), a customer, or tenant of the customer, may
29 self-certify in writing, under penalty of perjury, that they do not
30 have a primary care provider and that discontinuation of residential
31 service will be life-threatening to, or pose a serious threat to the
32 health and safety of, a resident of the premises where residential
33 service is provided. A self-certification under this subparagraph
34 may be made in English or any of the languages listed in Section
35 1632 of the Civil Code.

36 (C) For the purposes of subparagraph (B), a serious threat to
37 health and safety includes, but is not limited to, the presence of a
38 resident of the premises younger than 18 years of age.

39 (2) The customer demonstrates that they are financially unable
40 to pay for residential service within the normal billing cycle of the

1 urban and community water system or very small community water
2 system. The customer shall be deemed financially unable to pay
3 for residential service within the normal billing cycle if any
4 member of the customer's household is a current enrollee in, or
5 recipient of, the California Alternate Rates for Energy (CARE)
6 program established pursuant to Section 739.1 of the Public
7 Utilities Code, CalWORKs, CalFresh, general assistance,
8 Medi-Cal, Supplemental Security Income/State Supplementary
9 Payment Program, or California Special Supplemental Nutrition
10 Program for Women, Infants, and Children, or the customer
11 declares that the household's annual income is less than 200 percent
12 of the federal poverty level.

13 (3) The customer is willing to enter into an amortization
14 agreement, alternative payment schedule, or arrearage management
15 plan, if one is available pursuant to Section 116915, or a plan for
16 deferred or reduced payment, consistent with the written policies
17 provided pursuant to subdivision (a) of Section 116906, with
18 respect to all delinquent charges.

19 (c) (1) If the conditions listed in subdivision (b) are met, the
20 urban and community water system or very small community water
21 system shall offer the customer the following options:

- 22 (A) Amortization of the unpaid balance.
- 23 (B) Participation in an alternative payment schedule.
- 24 (C) A partial or full reduction of the unpaid balance financed
25 without additional charges to other ratepayers.
- 26 (D) Temporary deferral of payment.
- 27 (E) To the extent required by Section 116915, an arrearage
28 management plan.

29 (2) The urban and community water system or very small
30 community water system shall, in consultation with the customer,
31 select the option described in paragraph (1) that may assist the
32 customer in avoiding discontinuation of service over the long term,
33 and may set the parameters of the selected payment option.
34 Ordinarily, the repayment option offered should result in resolution
35 of any remaining outstanding balance within 12 months. An urban
36 and community water system or very small community water
37 system may grant a longer repayment period if it finds the longer
38 period is necessary to avoid undue hardship to the customer based
39 on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system or very small community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, alternative payment schedule, or arrearage management plan, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, alternative payment schedule, or arrearage management plan, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay their current residential service charges for 60 days or more.

SEC. 6. Section 116912 of the Health and Safety Code is amended to read:

116912. An urban and community water system or very small community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

SEC. 7. Section 116914 of the Health and Safety Code is amended to read:

116914. (a) For a residential customer who demonstrates to an urban and community water system or very small community water system household income below 200 percent of the federal poverty line, the urban and community water system or very small community water system shall do both of the following:

(1) Waive fees for disconnection and reconnection of service. *If the water system determines the waiver of fees for disconnection and reconnection of service cannot be made because of the requirements of Article XIII D of the California Constitution, the water system shall not waive those fees. If the fees are not waived, the fees shall not exceed the actual cost of the disconnection or reconnection of service.*

(2) Waive all late fees, interest charges, and penalties on delinquent bills once every 12 months.

(b) An urban and community water system and very small community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if any member of the household is a current enrollee in, or recipient

1 of, the California Alternate Rates for Energy program established
2 pursuant to Section 739.1 of the Public Utilities Code, CalWORKs,
3 CalFresh, general assistance, Medi-Cal, Supplemental Security
4 Income/State Supplementary Payment Program, or California
5 Special Supplemental Nutrition Program for Women, Infants, and
6 Children, or the customer declares that the household's annual
7 income is less than 200 percent of the federal poverty level.

8 SEC. 8. Section 116915 is added to the Health and Safety Code,
9 to read:

10 116915. (a) (1) The Public Utilities Commission shall, by
11 January 1, 2023, in an existing or new proceeding, consider
12 whether to establish a pilot program for an arrearage management
13 plan program to be offered by urban and community water systems
14 regulated by the Public Utilities Commission to eligible
15 low-income customers who have been with the water system for
16 at least six months and who have an arrearage of payment of their
17 water service bill meeting a specified threshold.

18 (2) If the Public Utilities Commission establishes a pilot program
19 for an arrearage management plan pursuant to this subdivision,
20 the Public Utilities Commission shall evaluate the program by no
21 later than three years after the commencement of the program, and
22 publicly post the evaluation on its internet website.

23 (3) If the Public Utilities Commission establishes a pilot program
24 for an arrearage management plan pursuant to this subdivision,
25 the Public Utilities Commission shall terminate the pilot program
26 by no later than four years after the commencement of the program
27 if the evaluation of the program determines it is not in the interest
28 of all ratepayers.

29 (b) An urban and community water system not regulated by the
30 Public Utilities Commission shall, by January 1, 2023, or during
31 its next rate study, whichever comes first, determine whether it
32 may offer an arrearage management plan to aid low-income
33 residential customers with household income below 200 percent
34 of the federal poverty line with high arrearages for water or
35 wastewater service without using ratepayer funds from customers
36 who are not enrolled in the arrearage management plan.

37 (c) In evaluating the extent to that it may offer an arrearage
38 management plan without using ratepayer funds from customers
39 who are not enrolled in the arrearage management plan, the urban

1 and community water system may consider, among other things,
2 all of the following:

3 (1) The availability of nonratepayer revenue, including, but not
4 limited to, general fund accounts, property tax revenue, state and
5 federal funding, special district fees or assessments, and revenue
6 derived from interest, late fees, reconnection fees, and
7 disconnection fees.

8 (2) The net revenue benefits reasonably anticipated from regular
9 payments made by customers enrolled in arrearage management
10 plans.

11 (3) The establishment of a portal or on-bill mechanism for
12 collecting voluntary customer contributions.

13 (4) Annual uncollectible debt over the past five years.

14 (5) The total arrearages of residential customers with household
15 income below 200 percent of the federal poverty line or deemed
16 to have household income below 200 percent of the federal poverty
17 line pursuant to subdivision (b) of Section 116914.

18 (6) The likely revenue impacts of setting alternative arrearage
19 management plan eligibility caps, terms, and other conditions.

20 (7) Appropriate program limitations based on available funding.

21 (8) Other system priorities that may limit the ability of
22 establishing an arrearage management plan program, including
23 the need for water quality improvements and infrastructure
24 upgrades.

25 (d) An urban and community water system shall make findings
26 at a public meeting regarding the extent to which it may offer an
27 arrearage management plan to aid low-income households with
28 high arrearages for water or wastewater service.

29 (e) To the extent an urban and community water system finds
30 that it may offer an arrearage management plan to low-income
31 customers, it shall promptly offer arrearage management plans to
32 low-income customers that comply with both of the following,
33 subject to appropriate program limitations based on available
34 funding:

35 (1) The arrearage management plan shall extend for a maximum
36 of 12 months and shall include forgiveness of at least one-twelfth
37 of the delinquent balance with each consecutive on-time payment
38 of the monthly charge for water service only. Forgiveness of the
39 full delinquent balance under the arrearage management plan shall
40 take place at the final consecutive on-time payment under the plan.

(2) A customer who misses two consecutive payments may be removed from the arrearage management plan. If a customer is removed from the arrearage management plan before making 12 on-time payments, any debt that has already been forgiven shall remain forgiven and the urban and community water system or very small community water system shall offer enrollment into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment.

(f) If an urban and community water system determines it may not provide an arrearage management plan, it shall consider all of the following:

(1) Alternatives to offering an arrearage management plan that will decrease the risk of shutoff for low-income customers with high arrearages, including, but not limited to, all of the following:

(A) Offering longer repayment plans.

(B) Increasing benefits provided under a low-income rate assistance program.

(C) Altering shutoff policies.

(2) Identifying funding barriers that prevent the urban and community water system from offering an arrearage management plan.

(3) Promptly adopting identified alternatives to decrease the risk of shutoff for low-income customers with high arrearages.

(g) This section shall not limit the ability of a very small community water system to establish an arrearage management plan.

SEC. 9. Section 116916 of the Health and Safety Code is amended to read:

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) An urban and community water system or very small community water system shall not discontinue for nonpayment residential water service to a master-metered multifamily residence with at least four units or to a master-metered mobilehome park.

(c) If an urban and community water system or very small community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in

1 Section 17008, and the owner, manager, or operator of the
2 dwelling, structure, or park is the customer of record, the urban
3 and community water system or very small community water
4 system shall make every good faith effort to inform the residential
5 occupants, by means of written notice, when the account is in
6 arrears that service will be terminated at least 10 days prior to the
7 termination. The written notice shall further inform the residential
8 occupants that they have the right to become customers, to whom
9 the service will then be billed, without being required to pay any
10 amount which may be due on the delinquent account.

11 (d) The urban and community water system or very small
12 community water system is not required to make direct service
13 available to the residential occupants unless each residential
14 occupant agrees to the terms and conditions of service and meets
15 the requirements of law and the rules of the urban and community
16 water system or very small community water system. However,
17 if one or more of the residential occupants are willing and able to
18 assume responsibility for the subsequent charges to the account
19 to the satisfaction of the urban and community water system or
20 very small community water system, or if there is a physical means
21 legally available to the urban and community water system or very
22 small community water system of selectively terminating service
23 to those residential occupants who have not met the requirements
24 of the rules of the urban and community water system or very
25 small community water system, the urban and community water
26 system or very small community water system shall make service
27 available to those residential occupants who have met those
28 requirements.

29 (e) If prior service for a period of time is a condition for
30 establishing credit with the urban and community water system or
31 very small community water system, residence and proof of prompt
32 payment of rent or other credit obligation acceptable to the urban
33 and community water system or very small community water
34 system for that period of time is a satisfactory equivalent.

35 (f) Any residential occupant who becomes a customer of the
36 urban and community water system or very small community water
37 system pursuant to this section whose periodic payments, such as
38 rental payments, include charges for residential water service,
39 where those charges are not separately stated, may deduct from
40 the periodic payment each payment period all reasonable charges

1 paid to the urban and community water system or very small
2 community water system for those services during the preceding
3 payment period.

4 (g) In the case of a detached single-family dwelling, the urban
5 and community water system or very small community water
6 system may do any of the following:

7 (1) Give notice of termination at least seven days prior to the
8 proposed termination.

9 (2) In order for the amount due on the delinquent account to be
10 waived, require an occupant who becomes a customer to verify
11 that the delinquent account customer of record is or was the
12 landlord, manager, or agent of the dwelling. Verification may
13 include, but is not limited to, a lease or rental agreement, rent
14 receipts, a government document indicating that the occupant is
15 renting the property, or information disclosed pursuant to Section
16 1962 of the Civil Code.

17 SEC. 10. Section 116918 of the Health and Safety Code is
18 amended to read:

19 116918. (a) An urban and community water system or very
20 small community water system shall report annually the number
21 of discontinuations of residential service for inability to pay, during
22 the reporting year, both for the water system as a whole and for
23 each ZIP Code served by the water system, on the water system's
24 internet website, if an internet website exists, and to the board.
25 The board shall post on its internet website the information
26 reported.

27 (b) In its annual reporting to the board pursuant to this section,
28 each urban and community water system and very small
29 community water system shall report all of the following:

30 (1) The number of accounts for which water service was restored
31 within 36 hours of the time of disconnection.

32 (2) The number of accounts for which water service was restored
33 between 36 hours and seven days from the time of disconnection.

34 (3) The number of accounts for which water service was restored
35 more than seven days after disconnection.

36 (4) The number of accounts for customers who fell behind on
37 their water bills during the year, the median amount of household
38 water debt that is outstanding at the end of each annual reporting
39 cycle, and the overall amount of household water debt that is
40 outstanding at the end of each annual reporting cycle.

1 (5) The number of accounts for customers who are enrolled in
2 a water affordability program at the end of each annual reporting
3 cycle.

4 (c) An urban and community water system shall report to the
5 board during the reporting year that it completes its evaluation
6 pursuant to Section 116915 all of the following:

7 (1) The extent to which it found it could offer an arrearage
8 management plan.

9 (2) Any identified barriers to offering an arrearage management
10 plan.

11 (3) Whether it identified alternatives to an arrearage management
12 plan that it will or has adopted, and the nature of the identified
13 alternatives.

14 (d) (1) By January 1, 2024, the board shall complete a report
15 to the Legislature on arrearage management plans established by
16 Section 116915 that includes whether and to what extent urban
17 and community water systems have offered arrearage management
18 plans, any identified barriers, any identified alternatives, and all
19 available information regarding reduction in shutoffs and revenue
20 impacts.

21 (2) The requirement for submitting a report imposed under this
22 subdivision is inoperative on January 1, 2028, pursuant to Section
23 10231.5 of the Government Code.

24 (3) A report to be submitted pursuant to this subdivision shall
25 be submitted in compliance with Section 9795 of the Government
26 Code.

27 SEC. 11. Section 116920 of the Health and Safety Code is
28 amended to read:

29 116920. (a) The board may issue an order to an urban and
30 community water system or very small community water system
31 to enforce the requirements of this chapter.

32 (b) The board, or the Attorney General at the request of the
33 board or upon the Attorney General's own motion, may bring an
34 action in state court to restrain by temporary or permanent
35 injunction the use of any method, act, or practice declared in this
36 chapter to be unlawful.

37 (c) For an urban and community water system or very small
38 community water system regulated by the Public Utilities
39 Commission, the commission may bring an action in state court
40 to restrain by temporary or permanent injunction the use by an

1 urban and community water system or very small community water
2 system regulated by the commission of any method, act, or practice
3 declared in this chapter to be unlawful.

4 SEC. 12. Section 116922 of the Health and Safety Code is
5 amended to read:

6 116922. All written notices required under this chapter shall
7 be provided in English, the languages listed in Section 1632 of the
8 Civil Code, and any other language spoken by 10 percent or more
9 of the customers in the service area of the urban and community
10 water system or very small community water system.

11 SEC. 13. Section 116926 of the Health and Safety Code is
12 amended to read:

13 116926. This chapter does not apply to the termination of a
14 service connection by an urban and community water system or
15 very small community water system due to an unauthorized action
16 of a customer.

17 SEC. 14. No reimbursement is required by this act pursuant to
18 Section 6 of Article XIII B of the California Constitution because
19 the only costs that may be incurred by a local agency or school
20 district will be incurred because this act creates a new crime or
21 infraction, eliminates a crime or infraction, or changes the penalty
22 for a crime or infraction, within the meaning of Section 17556 of
23 the Government Code, or changes the definition of a crime within
24 the meaning of Section 6 of Article XIII B of the California
25 Constitution.



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Addendum No. 5 to Employment Agreement Between the City of Porterville and John D. Lollis

SOURCE: City Attorney

COMMENT: As requested by the City Council, attached is a proposed Addendum to the City Manager's Employment Agreement with the City. The terms of the Addendum extend the term of the Agreement to December 31, 2026, convert the \$600 monthly vehicle allowance to salary, and provide for two percent (2%) annual increases through the term of the agreement. Pursuant to Section 5 of the Employment Agreement, the City Manager remains subject to the same pension and health care contributions that apply to all other management employees of the City.

All other terms and conditions as set forth in the 2009 Agreement and Addenda Nos. 1-4 not inconsistent with this Addendum remain in effect.

RECOMMENDATION: That the City Council consider approval of Addendum No. 5 to the Employment Agreement Between the City of Porterville and John D. Lollis.

ATTACHMENTS:

1. Employment Agreement
2. City Manager Addendum No 5

Appropriated/Funded:

Review By:
Department Director:

Final Approver: Patrice Hildreth, Deputy City Manager

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND JOHN D. LOLLIS.

WHEREAS, the City of Porterville, hereafter referred to as "City," desires to hire JOHN D. LOLLIS, as its City Manager;

WHEREAS, JOHN D. LOLLIS, desires to be employed as the City Manager of the City of Porterville;

WHEREAS, it is the desire and intent of the parties to create an employment agreement;

WHEREAS, the City desires to employ the services of Mr. Lollis, as City Manager of the City as provided by Section 17 of the Charter of the City of Porterville, upon the retirement of the City's current City Manager, John R. Longley, as of January 14, 2009;

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of the City Manager; and

WHEREAS, it is the desire of the City Council to:

- (1) Secure and retain the services of the City Manager and provide inducement for him to remain in such employment;
- (2) To make possible full work productivity by assuring the City Manager's morale and peace of mind with respect to future security; and
- (3) To provide a just means for terminating the City Manager's services at such time as he may be unable to discharge his duties or when the City may desire to otherwise terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to enter into this Employment Agreement, as follows:

Section 1. Compensation

Commencing January 14, 2009, and thereafter, City agrees to employ and pay the City Manager at the rate of the sum of \$11,010.00 per month as compensation for the retention of the above mentioned services, and such compensation thereafter as the City Council may, from time to time, determine; provided that, at a minimum, after the first year of this Agreement, the City Manager shall receive an annual percentage increase equal to the average cost of living adjustment awarded to other city Department Directors for the preceding year; and provided further that City Manager may additionally request, on or about December 1 of each year (commencing on December 1, 2009), a performance based salary increase not to exceed five percent (5%) which the City Council may approve in whole or part within thirty (30) days of receipt of such request, after first conducting a written evaluation of City Manager's work performance of the prior year. Said compensation shall be paid at the same times and in the same manner as other employees of the City are paid.

Section 2. Term of Service

The City Manager's term of employment shall be through December 31, 2011. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, provided that such termination shall be subject to the provisions of Section 3 herein below. The City Manager may be removed by a four fifths (4/5) vote of the total City Council members. Before voluntarily resigning his position, the City Manager agrees to give the City Council at least three (3) months notice in writing of his intention to resign stating the reasons therefore. It is specifically noted and agreed that City Manager's employment with the City is in an "at will" capacity and as such, he may be terminated at any time, with or without cause. Any termination of City Manager shall be made by giving him written notice thirty (30) days in advance. Upon receipt of such notice, City Manager shall have the right to request the reasons for such termination be specified in writing and shall further have the right, if he so requests, to address the City Council, in a closed session, regarding his termination. Any such written explanation of the reasons provided for termination

shall be a confidential communication between employer and employee and shall not be disclosed to third parties.

Section 3. Severance Pay

In the event of involuntary separation of the City Manager, he shall be entitled to receive a lump sum payment as and for severance pay in an amount equal to twelve (12) months salary. In addition to any such salary, the City Manager shall be paid any other amounts that would be due to a City employee upon termination of employment with the City. The City and the City Manager understand that in the event of involuntary separation, the City Manager desires to obtain a position with the City similar to the position he held prior to the effective date of this Agreement. In the event he applies for and is hired for such a position during the twelve-month period following his separation as City Manager, he agrees that he will reimburse the City for the balance of the lump sum paid representing the remainder, if any, of said twelve-month period.

Notwithstanding the above provisions of this Section, in the event the City Manager is terminated and a court of competent jurisdiction finds and determines that he is guilty of an illegal act involving moral turpitude or personal gain, then, in that event, the City shall have no obligation to pay the aggregate severance sum designated hereinabove in this Section.

Section 4. Dues, Travel and Conferences

The City hereby agrees to annually budget and allocate sufficient funds to pay for the dues and expenses of the City Manager's necessary travel and living while representing the City at the Annual International City/County Management Association Conference, the Annual League of California Cities Conference, conferences of the City Manager's Department of the League of California Cities and conferences or meetings of state committees or commissions upon which the Manager serves as a member, said membership on said committees or commissions being subject to the approval of the Council, and for such other official conferences, meetings and/or travel as are reasonably necessary for the City Manager to carry out his professional responsibilities as the appointed executive of the City.

Section 5. Regular Benefits

All provisions of the City Charter and Code and Rules and Regulations of the City relating to vacation, sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended shall apply to the City Manager as they would to other management employees of the City, in addition to any other benefits enumerated herein specifically for the benefit of the City manager, except as otherwise provided in this Agreement.

Section 6. Supplemental Benefits

In addition to the regular benefit provided for in Section 5 herein above, the City Manager shall be entitled to the following supplemental benefits:

- a. He shall be enrolled in the PERS retirement system and the City shall pay the employer's required contribution and he shall pay the employee's required contributions to said Program;
- b. He shall be provided, at City expense, a cellular telephone; provided that he shall be available and accessible to City Council members by means of these communication devices seven (7) days a week, twenty four (24) hours a day, unless he has first otherwise notified the Council of his unavailability for an approved reason or basis;
- c. The City Manager shall be entitled to receive an annual physical from the Sansom Institute, paid by the City.
- d. The City Manager shall be entitled to receive a laptop computer for City use, provided a program is developed for the provision of such computers (with internet and e-mail capabilities and systems) to City Council Members and other appointed or designated officials, for City use. The costs for the laptops will be amortized over the remaining term of the official's contract or the terms for the elected Council Members. If the official resigns, leaves or is otherwise removed from employment/office,

for any reason, and wishes to retain the laptop, he will be responsible for paying the balance owed for the remainder of his contract/term.

Section 7. General Expenses

The City recognizes that certain expenses of a non-personal job related nature will be incurred by the City Manager while on City business. Such expenses include, but are not limited to, meals with potential tenants, developers, representatives of businesses interested in locating in the City, or already located in the City, and other federal, state and local agency officials. City agrees to reimburse or to pay said general expenses and the Finance Director is hereby authorized to disperse such money upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. Such receipts and supporting documentation shall be made available to the Mayor and City Council, and the City Council may designate one of its members or another individual to audit the City Manager's expenses.

Section 8. Automobile Allowance

The City agrees to provide the City Manager with a vehicle allowance in the amount of \$400.00 per month. This allowance shall not be considered part of City Manager's salary for the purposes of PERS final compensation.

Section 9. Other Terms and Conditions of Employment

The parties shall, by amendment to this Agreement, fix such other terms and conditions of employment from time to time as may be determined relating to the performance of the City Manager of the City, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement or City Charter.

Section 10. Annual Evaluation

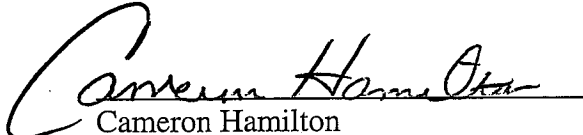
The City Manager's performance and compensation shall be evaluated on an annual basis on or about the month of December by the City Council. Said evaluation process shall include written goals and objectives for the City Manager being set for the next year by the City Council.

Section 11. General Provisions

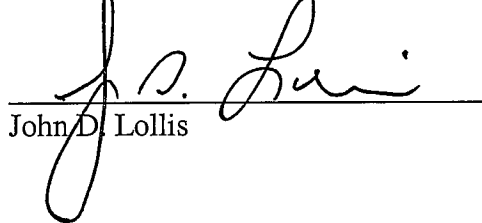
If a provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed to be severable, shall not be affected and shall remain in full force and effect.

DATED this 2nd day of September, 2008.

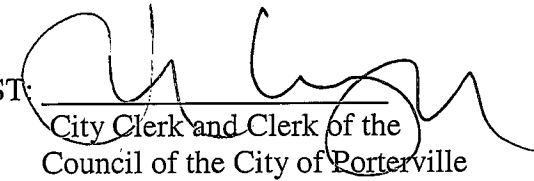
"CITY"


Cameron Hamilton
Mayor of the City of Porterville

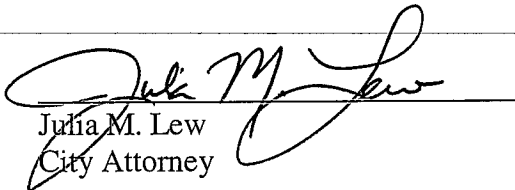
"CITY MANAGER"


John D. Lollis

ATTEST:


City Clerk and Clerk of the
Council of the City of Porterville

APPROVED AS TO FORM:


Julia M. Lew
City Attorney

ADDENDUM NO. 1 TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PORTERVILLE AND JOHN D. LOLLIS

This Addendum No. 1 is made a part of the Employment Agreement between the City of Porterville ("City") and John D. Lollis ("City Manager") entered into on September 2, 2008, and effective as of January 14, 2009.

1. The term of City Manager's employment is hereby extended through December 31, 2016.
2. With regard to Section 3 of the Employment Agreement, and consistent with the provisions of AB 1344, which shall go into effect January 1, 2012, in the event of involuntary separation of the City Manager, he shall be entitled to receive the lesser of the following: a lump sum payment in the amount equal to 12 months salary, or equal to his monthly salary multiplied by the number of months left on the unexpired term of this Agreement or any further Addendums. Any cash settlement provided by the City related to termination of the City Manager shall be fully reimbursed to the City if City Manager is convicted of a crime involving an abuse of his office or position, as defined by AB 1344. To the extent the Agreement allows for paid leave salary pending any investigation, and/or the payment of a legal criminal defense of City Manager, any funds expended by the City for these purposes shall be fully reimbursed to the City if City Manager is convicted of a crime involving an abuse of his office or position. Said reimbursements are required if such payments are made, even if the payments were made by the City in the absence of any contractual requirement to do so.
3. All other terms as outlined in the Employment Agreement, executed on September 2, 2008, and not inconsistent with this Addendum, shall remain in effect.

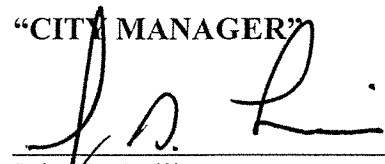
IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 on December 20, 2011.

"CITY"



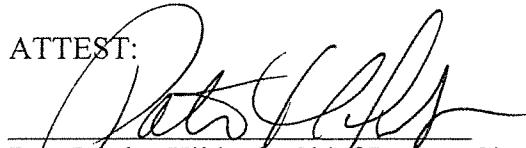
Ronald L. Irish
Mayor of the City of Porterville

"CITY MANAGER"



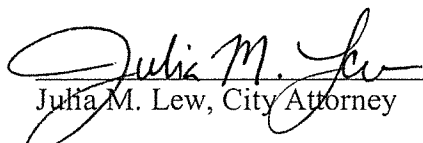
John D. Lollis

ATTEST:



By: Patrice Hildreth, Chief Deputy City Clerk

APPROVED AS TO FORM:



Julia M. Lew, City Attorney

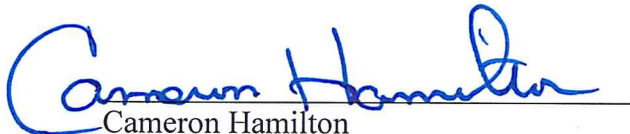
ADDENDUM NO. 2 TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PORTERVILLE AND JOHN D. LOLLIS

This Addendum No. 2 is made a part of the Employment Agreement between the City of Porterville ("City") and John D. Lollis ("City Manager") entered into on September 2, 2008, and effective as of January 14, 2009.

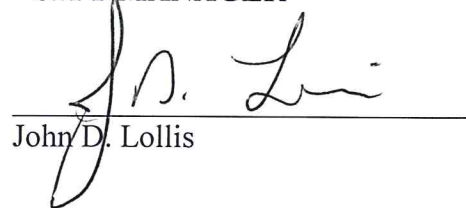
1. The City Council acknowledges that the City Manager may live outside the city limits from approximately July 1, 2014 to June 30, 2015, and consents to this to the extent legally required per Porterville Charter Section 21.
2. All other terms as outlined in the Employment Agreement and Addendum No.1, and not inconsistent with this Addendum, shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 2 on June 17, 2014.

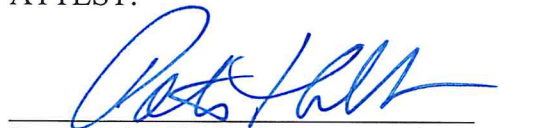
"CITY"


Cameron Hamilton
Mayor of the City of Porterville

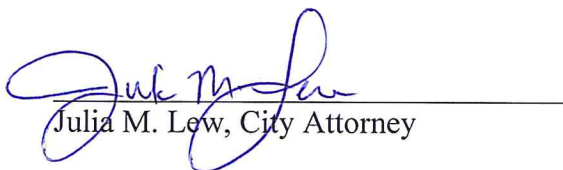
"CITY MANAGER"


John D. Lollis

ATTEST:


By: Patrice Hildreth, Deputy City Clerk

APPROVED AS TO FORM:


Julia M. Lew, City Attorney

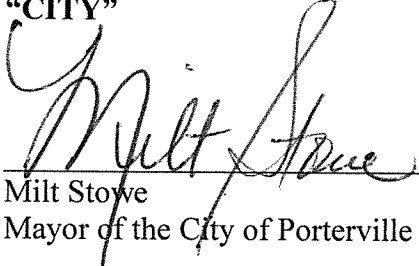
ADDENDUM NO. 3 TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PORTERVILLE AND JOHN D. LOLLIS

This Addendum No. 3 is made a part of the Employment Agreement between the City of Porterville ("City") and John D. Lollis ("City Manager") entered into on September 2, 2008, and effective as of January 14, 2009.

1. Commencing March 1, 2015, the City agrees to pay the City Manager at the rate of the sum of \$12,661.50 per month as compensation for the retention of the City Manager's services specified in the Employment Agreement, and such compensation as the City Council may, from time to time, determine, consistent with the provisions set forth in Section 1 of the Employment Agreement.
2. All other terms as outlined in the Employment Agreement and Addenda Nos. 1 and 2, and not inconsistent with this Addendum, shall remain in effect.

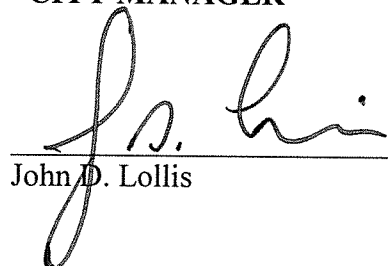
IN WITNESS WHEREOF, the parties have executed this Addendum No. 3 on February 17, 2015.

"CITY"



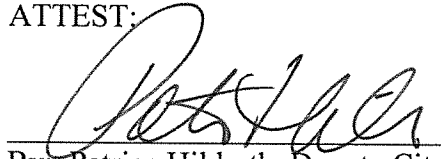
Milt Stowe
Mayor of the City of Porterville

"CITY MANAGER"



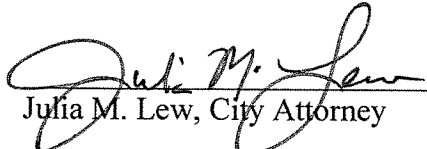
John D. Lollis

ATTEST:



By: Patrice Hildreth, Deputy City Clerk

APPROVED AS TO FORM:



Julia M. Lew, City Attorney

ADDENDUM NO. 5 TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF PORTERVILLE AND JOHN D. LOLLIS

This Addendum No. 5 is made a part of the Employment Agreement between the City of Porterville ("City") and John D. Lollis ("City Manager") entered into on September 2, 2008, and effective as of January 14, 2009.

1. The term of the Employment Agreement is extended to December 31, 2026.
2. Commencing January 1, 2022, Section 8 of the Employment Agreement, and as amended in Addendum No. 4 to the Agreement, shall be deleted in its entirety, and the \$600.00 per month currently provided to City Manager as vehicle allowance shall be added to City Manager's monthly salary.
3. Commencing January 1, 2022, and annually thereafter through the remainder of the term of this Agreement, the City Manager's base salary shall be increased by 2%.
4. All other terms as outlined in the Employment Agreement and Addenda Nos. 1 through 4, and not inconsistent with this Addendum, shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 5 on May 18, 2021.

"CITY"

"CITY MANAGER"

Adrian Monte Reyes
Mayor of the City of Porterville

John D. Lollis

ATTEST:

By: Patrice Hildreth, Deputy City Clerk

APPROVED AS TO FORM:

Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – MAY 18, 2021

SUBJECT: Consideration of Legal Services Agreement

SOURCE: City Manager's Office

COMMENT: For the City Council's consideration, presented herein is the proposed Legal Services Agreement between the City of Porterville and McCormick, Kabot, Jenner & Lew, and Julia M. Lew. The Agreement provides for a three year term, commencing March 1, 2021 and extending through February 28, 2024. The draft Agreement provides that the hourly rate for attorneys and law clerks/paralegals remain at \$175 and \$80, respectively, for the first year; and increases by \$10 for an hourly rate of \$185 for attorneys and \$90 for law clerks and paralegals in years two and three of the contract.

RECOMMENDATION: That the City Council:

1. Approve the Legal Services Agreement; and
2. Authorize the Mayor to execute the Legal Services Agreement on behalf of the City Council.

ATTACHMENTS: 1. Draft Legal Services Agreement

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of the 18th day of May, 2021, by and between the CITY OF PORTERVILLE, a municipal corporation, hereinafter referred to as CITY, and McCORMICK, KABOT, JENNER & LEW, a professional law corporation, and JULIA LEW, hereinafter referred to as ATTORNEYS, and based upon the exchange of mutual promises hereinafter contained, the parties agree as follows:

1. The CITY hereby hires JULIA M. LEW as its City Attorney, to serve as such municipal officer at the pleasure of the City Council of the City of Porterville. The compensation to be paid JULIA M. LEW for her services as City Attorney shall be included in and made a part of the compensation arrangement herein provided for as it relates to other legal services to be performed for and on behalf of the CITY:

2. The CITY hereby hires McCORMICK, KABOT, JENNER & LEW, a professional law corporation, to do and perform legal services for and on behalf of the CITY, together with such legal services as may be required of the City Attorney for the City of Porterville.

3. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. The term of this Agreement shall begin on March 1, 2021, and extend through February 29, 2024. Furthermore, this Agreement shall terminate should JULIA M. LEW permanently leave the firm or her position as City Attorney.

4. CITY shall pay ATTORNEYS the sum of ONE HUNDRED SEVENTY FIVE DOLLARS (\$175.00) per hour, and shall pay the sum of EIGHTY DOLLARS (\$80.00) per hour for law clerks and/or paralegals for each hour of services, in one tenth hour increments, for the period of March 1, 2021 through May 31, 2021. CITY shall pay ATTORNEYS the sum of ONE HUNDRED EIGHTY FIVE DOLLARS (\$185.00) per hour, and shall pay the sum of NINETY DOLLARS (\$90.00) per hour for law clerks and/or paralegals for each hour of services, in one tenth hour increments, for the period

of June 1, 2021 through February 29, 2024. ATTORNEYS shall bill CITY monthly for their services rendered on the CITY=s behalf during the prior month. ATTORNEYS shall categorize the billings by City department and/or projects, as specified by the City Manager.

5. The services to be provided by the ATTORNEYS for the CITY shall include all legal services rendered at the request of the CITY, including but not be limited to the following: Appearances at all necessary staff meetings, board or commission meetings; conferences with any staff member who might call for assistance; drafting of ordinances, leases, contracts, and other normal and customary legal documents; attendance at City Council meetings; attendance at other meetings in which the CITY has a vital interest; litigation which requires representation of the CITY, City officers or City Council persons in any trial or Appellate Court; representation of the CITY=s interest in connection with eminent domain and condemnation proceedings; representation of the CITY=s interest at necessary public hearings, meetings and legislative meetings conducted outside of the CITY limits of the City of Porterville; representation of the CITY=s interest with regard to labor relations; labor negotiations (if requested) or labor litigation; prosecution of violations of the City Code of the City of Porterville; representation in personnel matters in any administrative hearing procedure and/or litigation; representation of the CITY in all Pitchess motions before trial court; and other legal services not described above.

6. By specifying the areas of representation in the immediately preceding paragraph, it is not the intention of the parties to preclude the CITY from hiring or engaging other attorneys to act on its behalf in any area of concern to CITY.

7. The ATTORNEYS shall provide all reasonable and necessary facilities, equipment, books, supplies, stenographic and secretarial services, insurance policies and other property or services necessary to carry out and provide the required legal services pursuant to this Agreement.

8. It is understood that this Agreement provides for the services by the ATTORNEYS as the City Attorney for the City of Porterville on a contractual basis and not upon an employer/employee basis.

9. From time to time, the individual named in this Agreement as the City Attorney may designate other attorneys within the Law Firm to act in her place or stead in matters relating to affairs of the CITY.

10. The CITY agrees to reimburse the ATTORNEYS for any and all out-of-pocket expenses incurred on behalf of the CITY, including but not limited to, court reporter fees and charges, title company fees and charges, court costs, costs of outside investigators or experts pertaining to CITY litigations, telephone expenses, travel expenses (including meals and lodging outside the corporate limits of the County of Tulare), and membership fees in the League of California Cities Municipal Attorney=s Section. Any and all use of personal automobiles shall be reimbursed at the rate permitted under the US Internal Revenue Code. Copying charges shall be at the rate of Twenty Cents (.204) per page and it is expressly understood that said charges shall be kept to an absolute minimum and that CITY facilities shall be utilized for such services whenever possible. All such costs and expenses to be reimbursed by CITY shall be billed from time to time and paid by CITY in due course after receipt of billing.

11. It is further understood that in the interest of the City of Porterville the City Attorney and members of the appointed law firm shall keep abreast of rapidly changing developments of municipal law and the City Attorney will be expected to attend appropriate conferences of the League of California Cities, and such other courses and seminars on municipal law as may be mutually deemed necessary to maintain current proficiency. The City Attorney shall be reimbursed for reasonable out-of-pocket expenses for travel, lodging and incidental expenses in connection with attendance at such

conferences, courses and seminars. The City Attorney will be expected to attend at least one of the above referenced conferences, courses or seminars without being reimbursed on an hourly basis as provided for in this Agreement.

12. The City Attorney and law firm shall not accept private cases or clients which will or in the reasonable exercise of their judgment may, in the future, create conflicts of interest between the CITY and such clients or cases and shall not be involved in legal matters which, by reason of this Agreement, violate any state law or court holding.

13. To the extent that any of the terms and conditions of this agreement could be construed to provide for paid leave to the City Attorney by the local agency pending investigation, or to provide for a legal defense fund for criminal legal defense, or to provide for any cash settlement related to the termination of the City Attorney's services, any such payments or funds are required to be reimbursed if the City Attorney is convicted of a crime involving an abuse of her office or position, as set forth per AB 1344 (effective January 1, 2012). Said reimbursements are required if such payments are made, even if the payments were made by the City in the absence of any contractual requirement to do so.

14. The City Council shall annually meet, in closed session, with the City Attorney, to review the performance of the services provided under this Agreement. Said review shall occur on or before the first Council meeting in the month of February of each year.

CITY OF PORTERVILLE
A Municipal Corporation

McCORMICK, KABOT, JENNER & LEW
A Professional Law Corporation

BY _____
Adrian Monte Reyes, Mayor

BY _____
Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – MAY 18, 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 May 4, 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 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 April 30, 2021, there was \$1,000,160 in unpaid City utility accounts (water: \$463,169; sewer: \$283,872; and refuse: \$253,118), with the corresponding total loss in late fees of \$280,788 - 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 seventy (70) 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, as well as another Street Medicine event that occurred in the Porterville area on May 7, 2021. 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. For those served by the navigation center, a vaccine event occurred on May 7, 2021.

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 107 documented individual or group incidents. Governor Newsom has indicated that the State's face covering guidance is expected to significantly change on June 15, 2021.

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 (3.0 at the time of this report), however, the positivity rate meets the Yellow (Minimal) tier requirement of less than two percent (1.3% at the time of this report). At the time of this report, there are eleven (11) counties in the Red (Substantial) tier, thirty-eight (38) counties in the Orange (Moderate) tier and nine 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 19.9% 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 331,625 vaccines and administered 157,902 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, which a successor vaccination event at the Fairgrounds for Sunday, May 10th through Tuesday, May 12th.

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 recent estimates by adopted population formulas would provide \$19,984,717 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, who released the Interim Final Rule on May 10, 2021. The City's first allocation of \$9,992,358 was received on May 11, 2021, which the second allocation would be received twelve (12) months later in May 2022, with all funds required to be obligated by December 31, 2024, and expended by December 31, 2026. Pursuant to the Interim Final Rule, the funds may be used for: 1) support public health expenditures in response and mitigation of COVID-19, including public safety personnel; 2) address negative economic impacts caused by the public health emergency, including assistance to individuals, households, businesses and impacted industries (tourism, travel and hospitality); 3) replace lost public sector revenue; 4) provide premium pay for essential workers in critical infrastructure sectors; and 5) invest in water, sewer and broadband infrastructure.

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) opened on April 28, 2021 and closed on May 4, 2021. Additional rounds of funding are expected to be announced soon, as the State has recognized an estimated \$75 billion budget surplus.

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 as 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. State of California Guidance for Activity and Business Tiers - April 12, 2021
 39. City of Porterville Utilities Past Due Balances - April 30 2021
 40. United States Treasury Department State and Local Fiscal Recovery Funds - Fact Sheet

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 22-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE TO PROCLAIM THE EXISTENCE OF A LOCAL EMERGENCY

RESOLVED, by the City Council (the “Council”) of the City of Porterville (the “City”),
as follows:

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease which the Centers for Disease Control and Prevention (CDC) considers to be a very serious public health threat with outcomes ranging from mild to severe sickness and death; and

WHEREAS, COVID-19 is easily transmissible from person to person and has spread globally to over 118 countries, infected more than 125,000, and killed more than 4,000 as of March 11, 2020 per the World Health Organization (WHO); and

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services declared a public emergency for COVID-19 beginning on January 27, 2020; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 11, 2020, WHO made the assessment that COVID-19 can be characterized as a pandemic; and

WHEREAS, on March 12, 2020, Tulare County declared an emergency due to the confirmed case of COVID-19 at Sierra View Medical Center in the city of Porterville, thus enabling Tulare County to take extraordinary measures; and

WHEREAS, on March 13, 2020, Governor Newsom announced that California public health officials have determined that gatherings of more than 250 people should be postponed or canceled across the State at least until the end of March; and

WHEREAS, COVID-19 therefore and will continue to cause conditions of peril to the health, safety, and welfare of persons and property in the City of Porterville; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 requires the City to divert resources from normal day-to-day operations, and has and will continue to impose extraordinary requirements on and expenses to the City; and

WHEREAS, the City Council hereby finds that the above described conditions related to the COVID-19 outbreak does warrant and necessitate the proclamation of the existence of a local emergency in the city of Porterville.

NOW, THEREFORE, it is hereby **DECLARED** and **ORDERED**, as follows:

1. The proclamation of existence of a local emergency exists throughout the City of Porterville.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Porterville.
3. As required by law, the City Council shall review the need to continue the state of emergency every thirty (30) days until this Resolution is terminated.

PASSED, APPROVED, AND ADOPTED this 17th day of March, 2020.



Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 17th day of March, 2020.

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

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

JOHN D. LOLLIS, City Clerk


By: Fernando Gabriel-Moraga, Deputy City Clerk

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS in December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, impacting more than 75 countries, including the United States; and

WHEREAS the State of California has been working in close collaboration with the national Centers for Disease Control and Prevention (CDC), with the United States Health and Human Services Agency, and with local health departments since December 2019 to monitor and plan for the potential spread of COVID-19 to the United States; and

WHEREAS on January 23, 2020, the CDC activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and

WHEREAS on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and on March 2, 2020, the Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

WHEREAS the California Department of Public Health has been in regular communication with hospitals, clinics and other health providers and has provided guidance to health facilities and providers regarding COVID-19; and

WHEREAS as of March 4, 2020, across the globe, there are more than 94,000 confirmed cases of COVID-19, tragically resulting in more than 3,000 deaths worldwide; and

WHEREAS as of March 4, 2020, there are 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties are in home monitoring based on possible travel-based exposure to the virus, and officials expect the number of cases in California, the United States, and worldwide to increase; and

WHEREAS for more than a decade California has had a robust pandemic influenza plan, supported local governments in the development of local plans, and required that state and local plans be regularly updated and exercised; and

WHEREAS California has a strong federal, state and local public health and health care delivery system that has effectively responded to prior events including the H1N1 influenza virus in 2009, and most recently Ebola; and

WHEREAS experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

WHEREAS it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases in California, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities and within the healthcare delivery system; and

WHEREAS personal protective equipment (PPE) is not necessary for use by the general population but appropriate PPE is one of the most effective ways to preserve and protect California's healthcare workforce at this critical time and to prevent the spread of COVID-19 broadly; and

WHEREAS state and local health departments must use all available preventative measures to combat the spread of COVID-19, which will require access to services, personnel, equipment, facilities, and other resources, potentially including resources beyond those currently available, to prepare for and respond to any potential cases and the spread of the virus; and

WHEREAS I find that conditions of Government Code section 8558(b), relating to the declaration of a State of Emergency, have been met; and

WHEREAS I find that the conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in California.

IT IS HEREBY ORDERED THAT:

1. In preparing for and responding to COVID-19, all agencies of the state government use and employ state personnel, equipment, and facilities or perform any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan, as well as the California Department of Public Health and the Emergency Medical Services Authority. Also, all residents are to heed the advice of emergency officials with regard to this emergency in order to protect their safety.
2. As necessary to assist local governments and for the protection of public health, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of COVID-19.
3. Any out-of-state personnel, including, but not limited to, medical personnel, entering California to assist in preparing for, responding to, mitigating the effects of, and recovering from COVID-19 shall be permitted to provide services in the same manner as prescribed in Government Code section 179.5, with respect to licensing and certification. Permission for any such individual rendering service is subject to the approval of the Director of the Emergency Medical Services Authority for medical personnel and the Director of the Office of Emergency Services for non-medical personnel and shall be in effect for a period of time not to exceed the duration of this emergency.
4. The time limitation set forth in Penal Code section 396, subdivision (b), prohibiting price gouging in time of emergency is hereby waived as it relates to emergency supplies and medical supplies. These price gouging protections shall be in effect through September 4, 2020.
5. Any state-owned properties that the Office of Emergency Services determines are suitable for use to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services for this purpose, notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.
6. Any fairgrounds that the Office of Emergency Services determines are suitable to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and can immediately use the fairgrounds without the fairground board of directors' approval, and

notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.

7. The 30-day time period in Health and Safety Code section 101080, within which a local governing authority must renew a local health emergency, is hereby waived for the duration of this statewide emergency. Any such local health emergency will remain in effect until each local governing authority terminates its respective local health emergency.
8. The 60-day time period in Government Code section 8630, within which local government authorities must renew a local emergency, is hereby waived for the duration of this statewide emergency. Any local emergency proclaimed will remain in effect until each local governing authority terminates its respective local emergency.
9. The Office of Emergency Services shall provide assistance to local governments that have demonstrated extraordinary or disproportionate impacts from COVID-19, if appropriate and necessary, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
10. To ensure hospitals and other health facilities are able to adequately treat patients legally isolated as a result of COVID-19, the Director of the California Department of Public Health may waive any of the licensing requirements of Chapter 2 of Division 2 of the Health and Safety Code and accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat legally isolated patients while protecting public health and safety. Any facilities being granted a waiver shall be established and operated in accordance with the facility's required disaster and mass casualty plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
11. To support consistent practices across California, state departments, in coordination with the Office of Emergency Services, shall provide updated and specific guidance relating to preventing and mitigating COVID-19 to schools, employers, employees, first responders and community care facilities by no later than March 10, 2020.
12. To promptly respond for the protection of public health, state entities are, notwithstanding any other state or local law, authorized to share relevant medical information, limited to the patient's underlying health conditions, age, current condition, date of exposure, and possible contact tracing, as necessary to address the effect of the COVID-19 outbreak with state, local, federal, and nongovernmental partners, with such information to be used for the limited purposes of monitoring, investigation and control, and treatment and coordination of care. The

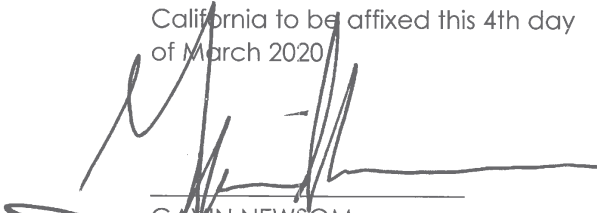
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

13. Notwithstanding Health and Safety Code sections 1797.52 and 1797.218, during the course of this emergency, any EMT-P licensees shall have the authority to transport patients to medical facilities other than acute care hospitals when approved by the California EMS Authority. In order to carry out this order, to the extent that the provisions of Health and Safety Code sections 1797.52 and 1797.218 may prohibit EMT-P licensees from transporting patients to facilities other than acute care hospitals, those statutes are hereby suspended until the termination of this State of Emergency.

14. The Department of Social Services may, to the extent the Department deems necessary to respond to the threat of COVID-19, waive any provisions of the Health and Safety Code or Welfare and Institutions Code, and accompanying regulations, interim licensing standards, or other written policies or procedures with respect to the use, licensing, or approval of facilities or homes within the Department's jurisdiction set forth in the California Community Care Facilities Act (Health and Safety Code section 1500 et seq.), the California Child Day Care Facilities Act (Health and Safety Code section 1596.70 et seq.), and the California Residential Care Facilities for the Elderly Act (Health and Safety Code section 1569 et seq.). Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 4th day
of March 2020



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**PROCLAMATIONS**

Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak

Issued on: March 13, 2020



In December 2019, a novel (new) coronavirus known as SARS-CoV-2 (“the virus”) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. I have taken sweeping action to control the spread of the virus in the United States, including by suspending entry of foreign nationals seeking entry who had been physically present within the prior 14 days in certain jurisdictions where COVID-19 outbreaks have occurred, including the People’s Republic of China, the Islamic Republic of Iran, and the Schengen Area of Europe. The Federal Government, along with State and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories. On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic, as the rates of infection continue to rise in many locations around the world and across the United States.

The spread of COVID-19 within our Nation’s communities threatens to strain our Nation’s healthcare systems. As of March 12, 2020, 1,645 people from 47 States have been infected with the virus that

causes COVID-19. It is incumbent on hospitals and medical facilities throughout the country to assess their preparedness posture and be prepared to surge capacity and capability. Additional measures, however, are needed to successfully contain and combat the virus in the United States.

NOW, THEREFORE, I, DONALD J. TRUMP, President of the United States, by the authority vested in me by the Constitution and the laws of the United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601 *et seq.*) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), do hereby find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020. Pursuant to this declaration, I direct as follows:

Section 1. Emergency Authority. The Secretary of HHS may exercise the authority under section 1135 of the SSA to temporarily waive or modify certain requirements of the Medicare, Medicaid, and State Children's Health Insurance programs and of the Health Insurance Portability and Accountability Act Privacy Rule throughout the duration of the public health emergency declared in response to the COVID-19 outbreak.

Sec. 2. Certification and Notice. In exercising this authority, the Secretary of HHS shall provide certification and advance written notice to the Congress as required by section 1135(d) of the SSA (42 U.S.C. 1320b-5(d)).

Sec. 3. General Provisions. (a) Nothing in this proclamation shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This proclamation shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This proclamation is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

IN WITNESS WHEREOF, I have hereunto set my hand this thirteenth day of March, in the year of our Lord two thousand twenty, and of the Independence of the United States of America the two hundred and forty-fourth.

DONALD J. TRUMP



Health & Human Services Agency COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: March 17, 2020

Public Hearing Required	Yes ☐	N/A ☒
Scheduled Public Hearing w/Clerk	Yes ☐	N/A ☒
Published Notice Required	Yes ☐	N/A ☒
Advertised Published Notice	Yes ☐	N/A ☒
Meet & Confer Required	Yes ☐	N/A ☒
Electronic file(s) has been sent	Yes ☒	N/A ☐
Budget Transfer (Aud 308) attached	Yes ☐	N/A ☒
Personnel Resolution attached	Yes ☐	N/A ☒
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes ☐	N/A ☒

CONTACT PERSON: Andrew Lockman PHONE: 624-8000

SUBJECT: Ratify Proclamations of Emergency for COVID-19

REQUEST(S):

That the Board of Supervisors:

1. Ratify a Proclamation of Local Emergency issued by the County Coordinator of Emergency Services on March 11, 2020 due to COVID-19; and
2. Ratify a Proclamation of Local Health Emergency issued by the County Health Officer on March 11, 2020 due to COVID-19.

SUMMARY:

As has been widely covered in the media, the COVID-19 outbreak originated in China beginning in December 2019. The Tulare County Department of Public Health, in cooperation with all Tulare County departments and numerous healthcare and community partners, has been actively monitoring and proactively preparing for COVID-19 since early January 2020.

Since that time, cases have been reported worldwide along with numerous deaths resulting from the disease. California has had numerous cases resulting from travel, person-to-person contact, and community spread. On March 4, 2020, Governor Newsom proclaimed a State of Emergency for COVID-19 after the first COVID-19 related death in California. Since that date, confirmed cases have also occurred in neighboring Fresno and Madera Counties.

On March 11, 2020, Tulare County had its first confirmed positive COVID-19 case. As a result, the County implemented a contingency plan under which the County's Coordinator of Emergency Services proclaimed a Local Emergency, and the County

SUBJECT: Ratify Proclamations of Emergency due to COVID-19
DATE: March 17, 2020

Health Officer proclaimed a Local Health Emergency, to enable the County to take all necessary response actions to combat the effects of the disease. Pursuant to California Government Code section 8630(b), these proclamations must be ratified within seven (7) days by the Board of Supervisors in order to remain in effect.

The Governor's State of Emergency dated March 4, 2020, waives statutory requirements to renew emergency proclamations for COVID-19, so these local proclamations will remain in effect until terminated by the Tulare County Board of Supervisors.

As a matter of information, local public health emergencies due to the threat posed by COVID-19 also have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes.

FISCAL IMPACT/FINANCING:

There is no cost associated with proclaiming or terminating a local emergency or local health emergency. The proclamation of local emergency contains a request for California Disaster Assistance Act funding, which may result in cost recovery of extraordinary response costs associated with this incident.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Safety and Security initiative, with a directive to plan and provide coordinated emergency preparedness, response, recovery and mitigation capabilities for both natural and man-made disasters. These proclamations support the County's emergency response and coordination efforts by ensuring all necessary actions can be taken to mitigate the spread of disease.

ADMINISTRATIVE SIGN-OFF:



Timothy W. Lutz
Agency Director

Cc: County Administrative Office

Attachment(s) Proclamation of Local Emergency
Proclamation of Local Health Emergency

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF RATIFY PROCLAMATIONS) Resolution No. _____
OF EMERGENCY DUE TO COVID-19) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Ratified a Proclamation of Local Emergency issued by the County Coordinator of Emergency Services on March 11, 2020 due to COVID-19; and
2. Ratified a Proclamation of Local Health Emergency issued by the County Health Officer on March 11, 2020 due to COVID-19.

**PROCLAMATION OF A LOCAL EMERGENCY
BY THE DIRECTOR OF EMERGENCY SERVICES**

WHEREAS, Government Code section 8630 and Tulare County Ordinance Code section 1-15-1030 authorize the Director of Emergency Services to proclaim a local emergency when the County of Tulare ("County") is threatened by conditions of disaster or extreme peril to the safety of persons and property within the County that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County, and the Board of Supervisors is not in session; and

WHEREAS, the Director of Emergency Services hereby finds:

Conditions of extreme peril to the safety of persons and property have arisen within the County due to the following:

A novel coronavirus (named "COVID-19") was first detected in Wuhan City, Hubei Province, China, in December 2019. The U.S. Centers for Disease Control and Prevention ("CDC") considers the virus to be a very serious public health threat, based on current information. In part, the virus is considered a serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

The number of reported cases of COVID-19 has escalated dramatically over a short period of time. To date, worldwide there are over 125,000 confirmed cases of COVID-19 and over 4,600 deaths from COVID-19. Cases of COVID-19, though concentrated in China, have been reported in one hundred twenty-two countries, including the United States, and include individuals who never visited China. Transmission from an asymptomatic individual has been documented. In the U.S., there have been 939 total cases of COVID-19 confirmed to date in 41 different states, and at least 29 deaths reported.

The World Health Organization has declared the outbreak to be a global health emergency. Actions are being taken to protect public health and limit the spread of COVID-19 in the United States.

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California. There are now almost 200 confirmed cases in California spanning some 24 counties and at least four deaths have been reported in California due to COVID-19.

Local public health emergencies due to the threat posed by COVID-19 have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes; and

Tulare County has a population of over 450,000 residents, many of whom travel frequently for business or personal reasons. The Health Officer of the County of Tulare has determined that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Tulare County, and has declared a Local Health Emergency as a result.

These conditions are beyond the control of the services, personnel, equipment, and facilities of the County and require the combined forces of other political subdivisions to combat.

WHEREAS, on March 11, 2020, a Tulare County resident tested positive for COVID-19; and

WHEREAS, based on the experience of other California communities, it can reasonably be expected that other positive tests will soon follow; and

WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

WHEREAS, during a local emergency, the Director of Emergency Services or other individual authorized to serve in that capacity under Tulare County Ordinance Code sections 1-15-1031 and 1-15-1032 is empowered by Tulare County Ordinance Code section 1-15-1025 to issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, that such rules and regulations must be confirmed at the earliest possible time by the Board of Supervisors; and

WHEREAS, the Director of Emergency Services is unavailable to issue a proclamation as he is currently outside of Tulare County and has authorized his successor, the County's Coordinator of Emergency Services (Assistant County Administrative Officer), as designated in Tulare County Ordinance Code sections 1-15-1010 (c) and 1-15-1030 (g) to exercise the powers of Director of Emergency Services as provided for in Tulare County Ordinance Code section 1-15-1030 (h) and thereby to issue this proclamation of local emergency; and

WHEREAS, the Tulare County Health Department must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to COVID-19; and

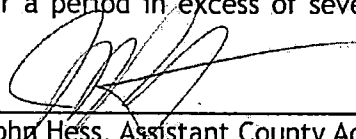
NOW THEREFORE, the Tulare County Coordinator of Emergency Services hereby:

1. Proclaims that a local emergency, as defined in Government Code Section 8558 and Tulare County Ordinance Code Section 1-15-1005, now exists within the County due to the presence of COVID-19; and
2. Requests that the Governor of the State of California request a federal declaration to provide assistance, including, but not limited to, California Disaster Assistance Act ("CDAA"); and
3. Orders that the Tulare County Health Department must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to COVID-19.

The local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the Board of Supervisors.

Date: March 11, 2020

Time: 10:33 pm

By: 

John Hess, Assistant County Administrative Officer
and Emergency Services Coordinator

APPROVED AS TO FORM:
COUNTY COUNSEL

/s/ Jennifer M. Shiffert
Deputy
Matter No. 2020217

Jlk/03-11-2020/2020217/1444043

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277
559-624-8480



**PROCLAMATION OF LOCAL HEALTH EMERGENCY
REGARDING NOVEL CORONAVIRUS (COVID-19)**

WHEREAS, California Health and Safety Code section 101080 and Tulare County Ordinance Code section 1-15-1033 authorize the local health officer to declare a local health emergency in the health officer's jurisdiction, or any part thereof, whenever the health officer reasonably determines that there is an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

WHEREAS, the local health emergency shall not remain in effect after 7 days from the date of this declaration unless it has been ratified by the County of Tulare's Board of Supervisors; and

WHEREAS, the Health Officer of the County of Tulare makes the following findings:

A novel coronavirus (named "COVID-19") was first detected in Wuhan City, Hubei Province, China, in December 2019. The U.S. Centers for Disease Control and Prevention ("CDC") considers the virus to be a very serious public health threat, based on current information. In part, the virus is considered a serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation, but are poorly characterized at this time. The best information to date suggests that the virus is spread between people primarily via respiratory droplets produced when an infected person coughs or sneezes. Symptoms of the virus include fever, cough, and shortness of breath, and infected individuals have experienced a range of outcomes, from mild sickness to severe illness and death. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

The number of reported cases of COVID-19 has escalated dramatically over a short period of time. To date, worldwide there are over 125,000 confirmed cases of COVID-19 and over 4,600 deaths from COVID-19. Cases of COVID-19, though concentrated in China, have been reported in 122 counties, including the United States. Confirmed cases of COVID-19 include individuals who never visited China. Transmission from an asymptomatic individual has been documented. The World Health Organization has declared the outbreak to be a global health emergency.

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California.

**DECLARATION OF LOCAL HEALTH EMERGENCY
REGARDING NOVEL CORONAVIRUS (COVID-19)**

There are now almost 200 confirmed cases in California spanning 24 counties, and 4 deaths have been reported in California due to COVID-19.

Local public health emergencies due to the threat posed by COVID-19 have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes.

Tulare County has a population of over 450,000 residents, many of whom travel frequently for business or personal reasons. As of March 11, 2020 there are 939 total cases of COVID-19 in the United States and 29 deaths. 41 states have reported cases.

WHEREAS, on March 11, 2020, a Tulare County resident tested positive for COVID-19; and

WHEREAS, based on the experience of other California communities, it can reasonably be expected that other positive tests will soon follow; and

WHEREAS, the Health Officer of the County of Tulare does hereby find that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Tulare County; and

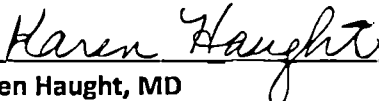
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

NOW, THEREFORE, the Health Officer of the County of Tulare hereby proclaims and declares that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19.

Date: March 11, 2020

Time: 10:50 pm

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By /s/Jennifer M. Shiffert
Deputy
Matter No. 2020217

Jlk/03-11-2020/2020217/1444044.DOCX



TULE RIVER INDIAN TRIBE OF CALIFORNIA

IN THE MATTER OF:

Resolution to Formally Declare a State of
Emergency for the Tule River Tribe of The)
Tule River Reservation of California)

RESOLUTION NO. FY2020-100

BE IT RESOLVED BY THE COUNCIL OF THE TULE RIVER INDIAN TRIBE:

WHEREAS, the Tule River Indian Tribe (the "Tribe") is a federally recognized Indian tribe organized pursuant to the Constitution and Bylaws of the Tule River Indian Tribe approved January 15, 1936 ("Constitution"); and

WHEREAS, pursuant to Article III, Section 1 of the Constitution the governing body of the Tribe is the Tribal Council and pursuant to Article VI, Section 1 of its Constitution it has the power to promulgate ordinance for the purpose of safeguarding the peace and safety of residents of the reservation and to adopt resolutions regulating the procedure of tribal agencies of the reservation; and

WHEREAS, On March 4th 2020, a proclaimed State of Emergency exists in the State of California, as result of the threat of COVID-19; and

WHEREAS, despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS, for the safety and protection of the public health within the jurisdiction of the Tribe for the Tribe and/or its governmental agencies to obtain emergency support and funding from Federal, state and local agencies; and

WHEREAS, the Tule River Tribal Council desires to consider state and local recommendation deemed necessary in the interests of the public health, issue guidance limiting or recommend limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved thereby constituting a force majeure; and

WHEREAS, in the interest of public health and safety, it is necessary to exercise my authority under Constitution of the governing body of the Tribe to ensure adequate response and address potential issues related to the threat of COVID-19; and

NOW THEREFORE BE IT RESOLVED, the Tribal Council hereby declares a State of Emergency for the safety and protection of the public health within the jurisdiction of the Tribe for the Tribe and/or its governmental agencies to obtain emergency support and funding from Federal, state and local agencies

Page 2.

Resolution No. FY2020-100

BE IT FURTHER RESOLVED that this resolution has not been amended or rescinded in any way.

CERTIFICATION

UPON MOTION OF COUNCIL MEMBER **Zachary Janoko** SECONDED BY COUNCIL MEMBER **Steve M. Peyron, Jr.**, THE FOREGOING WAS ADOPTED BY THE TULE RIVER TRIBAL COUNCIL AT A DULY CALLED MEETING HELD ON **Friday, March 13, 2020**, AT WHICH A QUORUM WAS PRESENT BY THE FOLLOWING VOTES:

AYES: 8

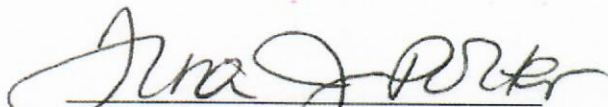
NOES: 0

ABSTAIN 0


NEIL PEYRON, CHAIRMAN
TULE RIVER TRIBAL COUNCIL


HEATHER TERAN, SECRETARY
TULE RIVER TRIBAL COUNCIL

ATTEST TO:


RECORDING SECRETARY

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-25-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS state and local public health officials may, as they deem necessary in the interest of public health, issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS the Department of Public Health is maintaining up-to-date guidance relating to COVID-19, available to the public at <http://cdph.ca.gov/covid19>; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to minimize the spread and mitigate the effects of COVID-19; and

WHEREAS there is a need to secure numerous facilities to accommodate quarantine, isolation, or medical treatment of individuals testing positive for or exposed to COVID-19; and

WHEREAS, many individuals who have developmental disabilities and receive services through regional centers funded by the Department of Developmental Services also have chronic medical conditions that make them more susceptible to serious symptoms of COVID-19, and it is critical that they continue to receive their services while also protecting their own health and the general public health; and

WHEREAS individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources such as shelters and food banks; and

WHEREAS in the interest of public health and safety, it is necessary to exercise my authority under the Emergency Services Act, specifically Government Code section 8572, to ensure adequate facilities exist to address the impacts of COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571 and 8572, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19.
2. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 2627(b)(1) for disability insurance applicants who are unemployed and disabled as a result of the COVID-19, and who are otherwise eligible for disability insurance benefits.
3. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 1253(d) for unemployment insurance applicants who are unemployed as a result of the COVID-19, and who are otherwise eligible for unemployment insurance benefits.
4. Notwithstanding Health and Safety Code section 1797.172(b), during the course of this emergency, the Director of the Emergency Medical Services Authority shall have the authority to implement additions to local optional scopes of practice without first consulting with a committee of local EMS medical directors named by the EMS Medical Directors Association of California.
5. In order to quickly provide relief from interest and penalties, the provisions of the Revenue and Taxation Code that apply to the taxes and fees administered by the Department of Tax and Fee Administration, requiring the filing of a statement under penalty of perjury setting forth the facts for a claim for relief, are suspended for a period of 60 days after the date of this Order for any individuals or businesses who are unable to file a timely tax return or make a timely payment as a result of complying with a state or local public health official's imposition or recommendation of social distancing measures related to COVID-19.
6. The Franchise Tax Board, the Board of Equalization, the Department of Tax and Fee Administration, and the Office of Tax Appeals shall use their administrative powers where appropriate to provide those individuals and businesses impacted by complying with a state or local public health official's imposition or recommendation of social

distancing measures related to COVID-19 with the extensions for filing, payment, audits, billing, notices, assessments, claims for refund, and relief from subsequent penalties and interest.

7. The Governor's Office of Emergency Services shall ensure adequate state staffing during this emergency. Consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors, are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. The Director of the California Department of Human Resources must be notified of any individual employed pursuant to these waivers.
8. The California Health and Human Services Agency and the Office of Emergency Services shall identify, and shall otherwise be prepared to make available—including through the execution of any necessary contracts or other agreements and, if necessary, through the exercise of the State's power to commandeer property – hotels and other places of temporary residence, medical facilities, and other facilities that are suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period.
9. The certification and licensure requirements of California Code of Regulations, Title 17, section 1079 and Business and Professions Code section 1206.5 are suspended as to all persons who meet the requirements under the Clinical Laboratory Improvement Amendments of section 353 of the Public Health Service Act for high complexity testing and who are performing analysis of samples to test for SARS-CoV-2, the virus that causes COVID-19, in any certified public health laboratory or licensed clinical laboratory.
10. To ensure that individuals with developmental disabilities continue to receive the services and supports mandated by their individual program plans threatened by disruptions caused by COVID-19, the Director of the Department of Developmental Services may issue directives waiving any provision or requirement of the Lanterman Developmental Disabilities Services Act, the California Early Intervention Services Act, and the accompanying regulations of Title 17, Division 2 of the California Code of Regulations. A directive may delegate to the regional centers any authority granted to the Department by law where the Director believes such delegation is necessary to ensure services to individuals with developmental disabilities. The Director shall describe the need justifying the waiver granted in each directive and articulate how the waiver is necessary to protect the public health or safety from the threat of COVID-19 or necessary to ensure that services to individuals with developmental disabilities are not disrupted. Any waiver granted by a directive shall expire 30 days from the date of its issuance. The Director may grant one or more 30-day extensions if the waiver continues to be necessary

to protect health or safety or to ensure delivery of services. The Director shall rescind a waiver once it is no longer necessary to protect public health or safety or ensure delivery of services. Any waivers and extensions granted pursuant to this paragraph shall be posted on the Department's website.

11. Notwithstanding any other provision of state or local law, including the Bagley-Keene Act or the Brown Act, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body or state body, during the period in which state or local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended, on the conditions that:

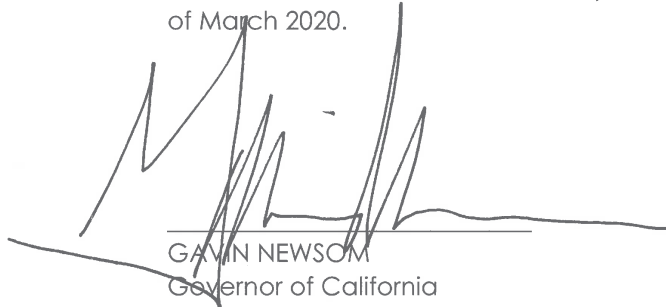
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice requirement in paragraph (i), each state or local body must notice at least one publicly accessible location from which members of the public shall have the right to observe and offer public comment at the public meeting, consistent with the public's rights of access and public comment otherwise provided for by the Bagley-Keene Act and the Brown Act, as applicable (including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act).

In addition to the mandatory conditions set forth above, all state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 12th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-28-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

WHEREAS many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

WHEREAS Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

WHEREAS because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

WHEREAS local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

WHEREAS local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

WHEREAS in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

WHEREAS many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

WHEREAS many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
 - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
 - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-32-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS in the past two years, the State of California has allocated \$1.15 billion to local partners through the Homeless Emergency Aid Program and the Homeless Housing, Assistance, and Prevention Program, funding intended to provide for a variety of programs and facilities aimed at combatting homelessness; and

WHEREAS on March 17, 2020, I signed Senate Bill 89, emergency legislation that authorizes \$500 million in immediately available funding to help California fight COVID-19 for any purpose related to the March 4, 2020 proclamation of a State of Emergency, including to support local governments to protect the health and safety of homeless populations, reduce the spread of COVID-19 in homeless populations, and provide safe beds for people experiencing homelessness; and

WHEREAS the emergency of COVID-19 necessitates a more focused approach, including emergency protective measures to bring unsheltered Californians safely indoors, expand shelter capacity, maintain health and sanitation standards and institute medically indicated interventions, and add new isolation and quarantine capacity to California's shelter and housing inventory to slow the spread of the pandemic; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

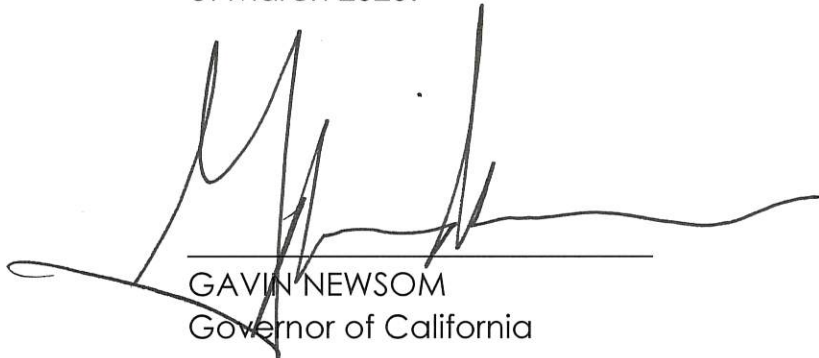
- 1) To the limited extent that any part of Health & Safety Code section 50214, subdivision (a), restricts a local jurisdiction from expending Homeless Emergency Aid Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through implementing guidance from the Department of Public Health on hand and respiratory hygiene and protective congregate living protocols, and providing isolation and quarantine capacity, that part is suspended.

- 2) To the limited extent that any part of Health & Safety Code section 50219, subdivision (c), restricts a local jurisdiction from expending Homeless Housing, Assistance, and Prevention Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through expanding shelter and housing services and capacity, that part is suspended.
- 3) Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are suspended for any project using Homeless Emergency Aid Program funds, Homeless Housing, Assistance, and Prevention Program funds, or funds appropriated in Senate Bill 89, signed on March 17, 2020.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 18th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-33-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating updated and more stringent guidance from federal, state, and local public health officials; and

WHEREAS for the preservation of public health and safety throughout the entire State of California, I find it necessary for all Californians to heed the State public health directives from the Department of Public Health.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8627, and 8665 do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To preserve the public health and safety, and to ensure the healthcare delivery system is capable of serving all, and prioritizing those at the highest risk and vulnerability, all residents are directed to immediately heed the current State public health directives, which I ordered the Department of Public Health to develop for the current statewide status of COVID-19. Those directives are consistent with the March 19, 2020, Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response, found at: <https://covid19.ca.gov/>. Those directives follow:

ORDER OF THE STATE PUBLIC HEALTH OFFICER
March 19, 2020

To protect public health, I as State Public Health Officer and Director of the California Department of Public Health order all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>. In addition, and in consultation with the Director of the Governor's Office of Emergency Services, I may designate additional sectors as critical in order to protect the health and well-being of all Californians.

Pursuant to the authority under the Health and Safety Code 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150, this order is to go into effect immediately and shall stay in effect until further notice.

The federal government has identified 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or

destruction would have a debilitating effect on security, economic security, public health or safety, or any combination thereof. I order that Californians working in these 16 critical infrastructure sectors may continue their work because of the importance of these sectors to Californians' health and well-being.

This Order is being issued to protect the public health of Californians. The California Department of Public Health looks to establish consistency across the state in order to ensure that we mitigate the impact of COVID-19. Our goal is simple, we want to bend the curve, and disrupt the spread of the virus.

The supply chain must continue, and Californians must have access to such necessities as food, prescriptions, and health care. When people need to leave their homes or places of residence, whether to obtain or perform the functions above, or to otherwise facilitate authorized necessary activities, they should at all times practice social distancing.

- 2) The healthcare delivery system shall prioritize services to serving those who are the sickest and shall prioritize resources, including personal protective equipment, for the providers providing direct care to them.
- 3) The Office of Emergency Services is directed to take necessary steps to ensure compliance with this Order.
- 4) This Order shall be enforceable pursuant to California law, including, but not limited to, Government Code section 8665.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 19th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

ESSENTIAL WORKFORCE

On March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents immediately to heed current State public health directives to stay home, except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect health and well-being of all Californians.

In accordance with this order, the State Public Health Officer has designated the following list of “Essential Critical Infrastructure Workers” to help state, local, tribal, and industry partners as they work to protect communities, while ensuring continuity of functions critical to public health and safety, as well as economic and national security.

Sector Index:

1. [Health and Public Health Sector](#)
2. [Emergency Services Sector](#)
3. [Food and Agriculture Sector](#)
4. [Energy Sector](#)
5. [Water and Wastewater Sector](#)
6. [Transportation and Logistics Sector](#)
7. [Communications and Information Technology Sector](#)
8. [Government Operations and Other Community-Based Essential Functions](#)
9. [Critical Manufacturing Sector](#)
10. [Financial Services Sector](#)
11. [Chemical Sector](#)
12. [Defense Industrial Base Sector](#)
13. [Industrial, Commercial, Residential and Sheltering Facilities and Services](#)

Relevant Guidance For All Sectors:

- [Face Coverings Guidance](#)
 - [Orientación Sobre el Uso de Mascarillas de Tela](#)
- [Self-Isolation for Older Adults and Those Who Have Elevated Risk](#)
 - [Aislamiento para Adultos Mayores y Personas que Tienen un Riesgo Elevado](#)
- [Employers, health care workers and workers in general industry](#)

1. HEALTHCARE / PUBLIC HEALTH

Sector Profile

The Healthcare and Public Health (HPH) Sector is large, diverse, and open, spanning both the public and private sectors. It includes publicly accessible healthcare facilities, research centers, suppliers, manufacturers, and other physical assets and vast, complex public-private information technology systems required for care delivery and to support the rapid, secure transmission and storage of large amounts of HPH data.

Essential Workforce, if remote working is not practical:

1. Health care providers and caregivers (including physicians, dentists, psychologists, mid-level practitioners, nurses, assistants, and aids; infection control and quality assurance personnel; pharmacists; physical, respiratory, speech and occupational therapists and assistants; social workers and providers serving individuals with disabilities including developmental disabilities; optometrists; speech pathologists; chiropractors; diagnostic and therapeutic technicians; and radiology technologists).
2. Workers required for effective clinical, command, infrastructure, support service, administrative, security and intelligence operations across the direct patient care and full healthcare and public health spectrum, including accounting, administrative, admitting and discharge, engineering, accrediting, certification, licensing, credentialing, epidemiological, source plasma and blood donation, food service, environmental services, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians; emergency medical services workers; prehospital workers including but not limited to urgent care workers; inpatient and hospital workers; outpatient care workers; home care workers; workers at long-term care facilities, residential and community-based providers; workplace safety workers).
3. Workers needed to support transportation to and from healthcare facilities and provider appointments.
4. Workers needed to provide laundry services, food services, reprocessing of medical equipment, and waste management.
5. Vendors and suppliers (including imaging, pharmacy, oxygen services, durable medical equipment)
6. Workers who perform critical clinical research, development, and testing needed for COVID-19 response.
7. Workers in other medical and life science facilities (including Ambulatory Health and Surgical, Blood Banks, Clinics, Community Mental Health, Comprehensive Outpatient rehabilitation, End Stage Renal Disease, Health Departments, Home Health care, Hospices, Hospitals, Long Term Care, Organ Pharmacies, Procurement Organizations, Psychiatric, Residential, Rural Health Clinics and Federally Qualified Health Centers, and retail facilities specializing in medical goods and supplies, including cannabis).
8. Workers for health manufacturing (including life science companies, and companies that have shifted production to medical supplies), materials and parts suppliers, technicians, logistics and warehouse operators, printers, packagers, and distributors of medical equipment (including those who test and repair), personal protective equipment (PPE), isolation barriers, medical

- gases, pharmaceuticals (including materials used in radioactive drugs, and cannabis products), dietary supplements, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, personal hygiene products, and tissue and paper towel products.
9. Public health / community health workers, including those who compile, model, analyze and communicate public health information.
 10. Behavioral and mental health workers responsible for coordination, outreach, engagement, and treatment to individuals in need of mental health and/or behavioral services.
 11. Donors of blood bone marrow, blood stem cell, or plasma and the workers of the organizations that operate and manage related activities.
 12. Workers that manage health plans, billing, and health information.
 13. Workers who conduct community-based public health functions, conducting epidemiologic surveillance, compiling, analyzing and communicating public health information.
 14. Workers performing IT and cybersecurity functions at healthcare and public health facilities.
 15. Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions.
 16. Pharmacy employees, including workers necessary to maintain uninterrupted prescription filling.
 17. Workers in retail facilities specializing in medical goods and supplies.
 18. Public health and environmental health workers, including workers specializing in environmental health that focus on implementing environmental controls, sanitary and infection control interventions, healthcare facility safety and emergency preparedness planning, engineered work practices, and developing guidance and protocols for appropriate PPE to prevent COVID-19 disease transmission; Public health/ community health workers (including call center workers) who conduct community- based public health functions, conducting epidemiologic surveillance and compiling, analyzing, and communicating public health information.
 19. Mortuary services providers, including workers performing mortuary, funeral, cremation burial, cemetery, and related services, including funeral homes, crematoriums, cemetery workers and coffin makers.
 20. Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to behavioral and mental health services to the family members, responders, and survivors of an incident.
 21. Workers supporting veterinary hospitals and clinics.

Relevant Sector Guidance:

- [All Facility Letters for health care facilities, including long-term care facilities](#)
- [Health care facilities, Skilled Nursing Facilities](#)
- [Individuals with Access and Functional Needs](#)
- [Medical Waste Management - Interim Guidelines](#)
- [Outpatient Healthcare Facility Infection Control Recommendations for Suspect COVID-19 Patients](#)
- [Prioritization of Patients for Laboratory Testing for COVID-19](#)
- [Veterinary Professionals and Premises](#)
- Regional Centers:
 - [Visits to Licensed Residential Facilities](#)
 - [Risk Mitigation Strategies for ARFPSHN, ICF/DD-CN](#)
- [Adult and Senior Care Facilities](#)

- [Cuidado a los Adultos Mayores](#)
- [Community care facilities, including assisted living facilities and child care](#)
- [Medi-Cal Managed Care Health Plans: COVID – 19 Screening and Testing](#)
- [Coverage Options Fact Sheet](#)
 - [Opciones De Cobertura](#)
- [Department of Managed Health Care All Plan Letter](#)
- [California Department of Insurance Bulletin](#)

2. EMERGENCY SERVICES SECTOR

Sector Profile

The Emergency Services Sector (ESS) is a community of highly-skilled, trained personnel, along with the physical and cyber resources, that provide a wide range of prevention, preparedness, response, and recovery services during both day-to-day operations and incident response. The ESS includes geographically distributed facilities and equipment in both paid and volunteer capacities organized primarily at the federal, state, local, tribal, and territorial levels of government, such as city police departments and fire stations, county sheriff's offices, Department of Defense police and fire departments, and town public works departments. The ESS also includes private sector resources, such as industrial fire departments, private security organizations, and private emergency medical services providers.

Essential Workforce, if remote working is not practical:

1. Public, private, and voluntary personnel (front line and management) in emergency management, law enforcement, fire and rescue services, emergency medical services, corrections, rehabilitation and reentry, search and rescue, hazardous material response, and technicians supporting maritime and aviation emergency response.
2. Public Safety Answering Points and 911 call center employees; personnel involved in access to emergency services including the emergency alert system and wireless emergency alerts.
3. Fusion Center employees
4. Workers who support weather disaster / natural hazard monitoring, response, mitigation, and prevention, including personnel conducting, supporting, or facilitating wildfire mitigation activities
5. Workers – including contracted vendors -- who maintain, manufacture, or supply equipment and services supporting law enforcement, fire, EMS, and emergency service response operations (including safety equipment, electronic security, and uniforms)
6. Workers responding to abuse and neglect of children, elders and dependent adults.
7. Animal control officers and humane officers
8. Security staff to maintain building access control and physical security measures
9. Workers and contracted vendors who maintain and provide services and supplies to public safety facilities, including emergency communication center, public safety answering points, public safety communications centers, emergency operation centers, fire and emergency medical services stations, police and law enforcement stations and facilities.

Relevant Sector Guidance:

- [Public Health Guidance about COVID-19 for California State Prisons](#)
- [First responders, including paramedics and EMTs](#)

3. FOOD AND AGRICULTURE

Sector Profile

The Food and Agricultural (FA) Sector is composed of complex production, processing, and delivery systems and has the capacity to feed people and animals both within and beyond the boundaries of the United States. Beyond domestic food production, the FA Sector also imports many ingredients and finished products, leading to a complex web of growers, processors, suppliers, transporters, distributors, and consumers. This sector is critical to maintaining and securing our food supply.

Essential Workforce, if remote working is not practical:

1. Workers supporting groceries, pharmacies, convenience stores, and other retail that sells food or beverage products, and animal/pet food, retail customer support service, information technology support staff, for online orders, pickup/takeout or delivery.
2. Workers supporting restaurant carry-out and quick serve food operations, including food preparation, carry-out and delivery food employees.
3. Food manufacturer employees and their supplier employees to include those employed in food ingredient production and processing-facilities; aquaculture and seafood harvesting facilities; livestock, poultry, seafood slaughter facilities; pet and animal feed processing facilities; human food facilities producing by-products for animal food; beverage production facilities; and the production of food packaging, including recycling operations and processing.
4. Farmers, farm and ranch workers, and agribusiness support services to include those employed in auction and sales; grain and oilseed handling, storage, processing and distribution; animal food, feed, and ingredient production, packaging, and distribution; manufacturing, packaging, and distribution of veterinary drugs; truck delivery and transport.
5. Farmers, farm and ranch workers, support service workers and their supplier employees producing food supply domestically and for export to include those engaged in raising, cultivating, harvesting, packing, storing, or delivering to storage or to market or to a carrier for transportation to market any agricultural or horticultural commodity for human consumption; those engaged in producing and harvesting field crops; cannabis growers; agricultural and commodity inspection; fuel ethanol facilities; storage facilities; biodiesel and renewable diesel facilities; and other agricultural inputs
6. Employees and firms supporting food, feed, and beverage distribution and ingredients used in these products including warehouse workers, vendor-managed inventory controllers, and blockchain managers.
7. Workers supporting the sanitation of all food manufacturing processes and operations from wholesale to retail.
8. Workers supporting the growth and distribution of plants and associated products for home gardens.
9. Workers in cafeterias used to feed workers, particularly worker populations sheltered against COVID-19
10. Workers in animal diagnostic and food testing laboratories
11. Workers essential for assistance programs and government payments
12. Government, private, and non-governmental organizations' workers essential for food assistance programs (including school lunch programs) and government payments.

13. Employees of companies engaged in the production, storage, transport, and distribution of chemicals; medicines, including cannabis; vaccines; and other substances used by the food and agriculture industry, including seeds, pesticides, herbicides, fertilizers, minerals, enrichments, and other agricultural production aids.
14. Animal agriculture workers to include those employed in veterinary health (including those involved in supporting emergency veterinary or livestock services); raising of animals for food; animal production operations; livestock markets; slaughter and packing plants, manufacturers, renderers, and associated regulatory and government workforce.
15. Transportation supporting animal agricultural industries, including movement of animal medical and reproductive supplies and material, animal vaccines, animal drugs, feed ingredients, feed, and bedding, live animals, animal medical materials; transportation of deceased animals for disposal; and associated regulatory and government workforce
16. Workers who support sawmills and the manufacture and distribution of fiber and forest products, including, but not limited to timber, paper, and other wood and fiber products
17. Employees engaged in the manufacture and maintenance of equipment and other infrastructure necessary to agricultural production and distribution
18. Workers at animal care facilities that provide food, shelter, veterinary and/or routine care and other necessities of life for animals.

Relevant Sector Guidance:

- [Food, Beverage, Other Services](#)
 - [Alimentos, Bebidas y Otros Sitios de Servicios Relacionados](#)
- [Food Industry and Food Supply Chain](#)

4. ENERGY

Sector Profile

The Energy Sector consists of widely diverse and geographically dispersed critical assets and systems that are often interdependent of one another. This critical infrastructure is divided into three interrelated segments or subsectors—electricity, oil, and natural gas—to include the production, refining, storage, and distribution of oil, gas, and electric power. The Energy Sector supplies fuels to the transportation industry, electricity to households and businesses, and other sources of energy that are integral to growth and production across the Nation. In turn, it depends on the Nation's transportation, information technology, communications, finance, water, and government infrastructures.

Essential Workforce, if remote working is not possible:

1. Workers supporting the energy sector, regardless of the energy source, segment of the system, or infrastructure the worker is involved in, or who are needed to monitor, operate, engineer, and maintain the reliability, safety, environmental health, physical and cyber security of the energy system, including power generation, transmission and distribution.
2. Workers supporting the energy sector, regardless of the energy source, needed for construction, manufacturing, transportation and logistics, maintenance, and permitting.
3. IT and OT technology for essential energy sector operations including support workers, customer service operations, call centers, and emergency response and customer emergency operations; energy management systems, control systems, Supervisory Control and Data Acquisition SCADA systems, and energy sector entity data centers; cybersecurity engineers; and cybersecurity risk management.
4. Workers providing services related to energy sector fuels and supply chains, supporting the procurement, mining, drilling, processing, refining, manufacturing, refueling, construction, logistics, transportation (including marine transport, terminals, rail and vehicle transport), permitting operation and maintenance, security, waste disposal, storage, and monitoring of support for resources;
5. Workers supporting environmental remediation and monitoring.
6. Workers supporting manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service at energy sector facilities across all energy sectors, and regardless of the energy source.
7. Workers at Independent System Operators and Regional Transmission Organizations, and Network Operations staff, engineers and technicians to manage the network or operate facilities.
8. Workers at Reliability Coordinator, Balancing Authorities, and primary and backup Control Centers, including but not limited to independent system operators, regional transmission organizations, and balancing authorities; and workers involved in energy commodity trading and scheduling.
9. Mutual assistance personnel, which may include workers from outside of the state or local jurisdiction
10. Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them.

5. WATER AND WASTEWATER

Sector Profile

The Water and Wastewater Sector is a complex sector composed of drinking water and wastewater infrastructure of varying sizes and ownership types. Multiple governing authorities pertaining to the Water and Wastewater Sector provide for public health, environmental protection, and security measures, among others.

Essential Workforce, if remote working is not practical:

Employees needed to operate and maintain drinking water and wastewater/drainage infrastructure, including:

1. Operational staff at water authorities
2. Operational staff at community water systems
3. Operational staff at wastewater treatment facilities
4. Workers repairing water and wastewater conveyances and performing required sampling or monitoring
5. Operational staff for water distribution and testing
6. Operational staff at wastewater collection facilities
7. Operational staff and technical support for SCADA Control systems
8. Chemical disinfectant suppliers for water and wastewater and personnel protection
9. Workers that maintain digital systems infrastructure supporting water and wastewater operations

6. TRANSPORTATION AND LOGISTICS

Sector Profile

The Transportation Systems Sector consists of seven key subsectors, or modes:

- Aviation includes aircraft, air traffic control systems, and airports, heliports, and landing strips. Commercial aviation services at civil and joint-use military airports, heliports, and sea plane bases. In addition, the aviation mode includes commercial and recreational aircraft (manned and unmanned) and a wide variety of support services, such as aircraft repair stations, fueling facilities, navigation aids, and flight schools.
- Highway and Motor Carrier encompasses roadway, bridges, and tunnels. Vehicles include trucks, including those carrying hazardous materials; other commercial vehicles, including bicycles, commercial motor coaches and school buses; vehicle and driver licensing systems; taxis, transportation services including Transportation Network Companies, and delivery services including Delivery Network Companies; traffic management systems; AND cyber systems used for operational management.
- Maritime Transportation System consists of coastline, ports, waterways, and intermodal landside connections that allow the various modes of transportation to move people and goods to, from, and on the water.
- Mass Transit and Passenger Rail includes terminals, operational systems, and supporting infrastructure for passenger services by transit buses, trolleybuses, monorail, heavy rail—also known as subways or metros—light rail, passenger rail, and vanpool/rideshare.
- Pipeline Systems consist of pipelines carrying natural gas hazardous liquids, as well as various chemicals. Above-ground assets, such as compressor stations and pumping stations, are also included.
- Freight Rail consists of major carriers, smaller railroads, active railroad, freight cars, and locomotives.
- Postal and Shipping includes large integrated carriers, regional and local courier services, mail services, mail management firms, and chartered and delivery services.

Essential Workforce, if remote working is not practical:

1. Employees supporting or enabling transportation functions, including truck drivers, bus drivers, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, towing and recovery services, roadside assistance workers, intermodal transportation personnel, and workers that maintain and inspect infrastructure
2. Working supporting or providing services that enable logistics operations for essential sectors, wholesale and retail sale, including warehousing, cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
3. Workers supporting maintenance and operation of essential highway infrastructure, including roads, bridges, and tunnels.

4. Workers of firms providing services, supplies, and equipment that enable warehouse and operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
5. Mass transit workers providing critical transit services and/or performing critical or routine maintenance to mass transit infrastructure or equipment.
6. Employees supporting personal and commercial transportation services, including taxis, bicycle services, Transportation Network Companies, and delivery services including Delivery Network Companies
7. Workers responsible for operating dispatching passenger, commuter and freight trains and maintaining rail infrastructure and equipment
8. Maritime transportation and inland waterway workers – to include maintenance and repair – including port authority and commercial facility personnel, dredgers, port workers, mariners, ship crewmembers, ship pilots and tugboat operators, ship supply, Chandler, and equipment operators.
9. Workers who support the operation, inspection, and maintenance of essential dams, locks, and levees.
10. Workers who support the inspection and maintenance of aids to navigation and other government-provided services that ensure continued maritime commerce.
11. Workers supporting transportation of chemicals, hazardous, medical, waste and recyclable materials to support critical sectors and infrastructure.
12. Automotive repair, maintenance, and transportation equipment manufacturing and distribution facilities.
13. Transportation safety inspectors, including hazardous material inspectors and accident investigator inspectors
14. Manufacturers and distributors (to include service centers and related operations) of lighting and communication systems, specialized signage and structural systems, emergency response equipment and support materials, printers, printed materials, packaging materials, pallets, crates, containers, and other supplies needed to support manufacturing, packaging staging and distribution operations
15. Postal, parcel, courier, last-mile delivery, and shipping workers, to include private companies who accept, process, transport, and deliver information and goods.
16. Workers who supply equipment and materials for maintenance of transportation equipment.
17. Employees who repair and maintain vehicles, aircraft, rail equipment, marine vessels, bicycles, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers
18. Workers who support air transportation for cargo and passengers, including operation distribution, maintenance, and sanitation. This includes air traffic controllers, flight dispatchers, maintenance personnel, ramp workers, fueling agents, flight crews, airport safety inspectors and engineers, airport operations personnel, aviation and aerospace safety workers, security, commercial space personnel, operations personnel, accident investigators, flight instructors, and other on- and off-airport facilities workers.
19. Workers critical to the manufacturing, distribution, sales, rental, leasing, repair, and maintenance of vehicles and other transportation equipment (including electric vehicle charging stations) and the supply chains that enable these operations, subject to adhering public health guidance issued by CDPH.
20. Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, construction material

suppliers, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues

21. Workers who support, such as road and line clearing, to ensure the availability of needed facilities, transportation, energy and communications.

7. COMMUNICATIONS AND INFORMATION TECHNOLOGY

Sector Profile

The Communications Sector provides products and services that support the efficient operation of today's global information-based society. Communication networks enable people around the world to contact one another, access information instantly, and communicate from remote areas. This involves creating a link between a sender (including voice signals) and one or more recipients using technology (e.g., a telephone system or the Internet) to transmit information from one location to another. Technologies are changing at a rapid pace, increasing the number of products, services, service providers, and communication options. The national communications architecture is a complex collection of networks that are owned and operated by individual service providers. Many of this sector's products and services are foundational or necessary for the operations and services provided by other critical infrastructure sectors. The nature of communication networks involves both physical infrastructure (buildings, switches, towers, antennas, etc.) and cyber infrastructure (routing and switching software, operational support systems, user applications, etc.), representing a holistic challenge to address the entire physical-cyber infrastructure.

The IT Sector provides products and services that support the efficient operation of today's global information-based society and are integral to the operations and services provided by other critical infrastructure Sectors. The IT Sector is comprised of small and medium businesses, as well as large multinational companies. Unlike many critical infrastructure Sectors composed of finite and easily identifiable physical assets, the IT Sector is a functions-based Sector that comprises not only physical assets but also virtual systems and networks that enable key capabilities and services in both the public and private sectors.

Essential Workforce – Communications, if remote working is not practical:

1. Maintenance of communications infrastructure- including privately owned and maintained communication systems- supported by technicians, operators, call-centers, wireline and wireless providers, cable service providers, satellite operations, Internet Exchange Points, Network Access Points, back haul and front haul facilities, and manufacturers and distributors of communications equipment.
2. Workers performing functions related to undersea cable infrastructure and support facilities, including cable landing sites, beach manhole vaults and covers, submarine cable depots, and submarine cable ship facilities
3. Government and private sector employees supporting Department of Defense internet and communications facilities.
4. Workers who support radio, television, and media service, including, but not limited to front line news reporters, studio, and technicians for newsgathering, reporting, and publishing news.
5. Network Operations staff, engineers and/or technicians to include IT managers and staff, HVAC & electrical engineers, security personnel, software and hardware engineers, and database administrators that manage the network or operate facilities
6. Workers responsible for infrastructure construction and restoration, including contractors for construction and engineering of fiber optic cables, buried conduit, small cells, other wireless facilities, and other communications sector-related infrastructure. This includes construction of

new facilities and deployment of new technology required to address congestion or customer usage on remote services.

7. Installation, maintenance and repair technicians that establish, support or repair service as needed.
8. Central office personnel to maintain and operate central office, data centers, and other network office facilities, and critical support personnel assisting front line employees
9. Customer service and support staff, including managed and professional services as well as remote providers of support to transitioning employees to set up and maintain home offices, who interface with customers to manage or support service environments and security issues, including payroll, billing, fraud, logistics and troubleshooting
10. Workers providing electronic security, fire, monitoring, and life safety services, and who ensure physical security, cleanliness, and the safety of facilities and personnel, including those who provide temporary licensing waivers for security personnel to work in other States or Municipalities.
11. Dispatchers involved with service repair and restoration
12. Retail customer service personnel at critical service center locations for onboarding customers, distributing and repairing equipment and other supply chain personnel, to support individuals' remote emergency communications needs;
13. External Affairs personnel to assist in coordinating with local, state, and federal officials to address communications needs supporting COVID-19 response, public safety, and national security.
14. Workers responsible for ensuring that persons with disabilities have access to and the benefits of various communications platforms, including those involved in the provision of telecommunication relay services, closed captioning of broadcast television for the deaf, video relay services for deaf citizens who prefer communication via American Sign Language over text, and audio-description for television programming.

Essential Workforce - Information Technology, if remote working is not practical:

15. Workers who support command centers, including, but not limited to Network Operations Command Centers, Broadcast Operations Control Center and Security Operations Command Centers
16. Data center operators, including system administrators, HVAC & electrical engineers, security personnel, IT managers and purchasers, data transfer solutions engineers, software and hardware engineers, and database administrators
17. Workers who support client service centers, field engineers, and other workers supporting critical infrastructure, as well as manufacturers and supply chain vendors that provide hardware and software, support services, research and development, information technology equipment (to include microelectronics and semiconductors), and HVAC and electrical equipment for critical infrastructure and test labs and certification agencies that qualify such equipment for critical infrastructure.
18. Workers needed to pre-empt and respond to cyber incidents involving critical infrastructure,, and entities supporting the functioning of critical infrastructure sectors
19. Suppliers, designers, transporters and other workers supporting the manufacture, distribution, and construction of essential global, national and local infrastructure for computing services (including cloud computing services and teleworking capabilities), business infrastructure, financial transactions, web-based services, and critical manufacturing

20. Workers supporting communications systems, information technology, and work from home solutions
21. Employees required to support Software as a Service businesses that enable remote working, performance of business operations, distance learning, media services, and digital health offerings, or required for technical support crucial for business continuity and connectivity.

8. GOVERNMENT OPERATIONS AND OTHER COMMUNITY-BASED ESSENTIAL FUNCTIONS

Essential Workforce, if remote working is not practical.

1. Critical government workers, as defined by the employer and consistent with Continuity of Operations Plans and Continuity of Government plans.
2. County workers responsible for determining eligibility for safety net benefits
3. The Courts, consistent with guidance released by the California Chief Justice
4. Workers who support administration and delivery of unemployment insurance programs, income maintenance, employment service, disaster assistance, workers' compensation insurance and benefits programs, and pandemic assistance
5. Workers to ensure continuity of building functions, including but not limited to security and environmental controls, the manufacturing and distribution of the products required for these functions, and the permits and inspection for construction.
6. Elections personnel
7. Federal, State, and Local, Tribal, and Territorial employees who support Mission Essential Functions and communications networks
8. Trade Officials (FTA negotiators; international data flow administrators)
9. Weather forecasters
10. Workers that maintain digital systems infrastructure supporting other critical government operations
11. Workers who support necessary credentialing, vetting and licensing operations for critical sector workers and operations.
12. Workers who are critical to facilitating trade in support of the national, state, and local emergency response supply chain
13. Workers supporting public and private childcare establishments, pre-K establishments, K-12 schools, colleges, and universities for purposes of distance learning, provision of school meals, or care and supervision of minors to support essential workforce across all sectors
14. Staff at government offices who perform title search, notary, and recoding services in support of mortgage and real estate services and transactions;
15. Workers and instructors supporting academies and training facilities and courses for the purpose of graduating students and cadets that comprise the essential workforce for all identified critical sectors
16. Clergy for essential support and faith-based services that are provided through streaming or other technologies that support physical distancing and state public health guidelines.
17. Human services providers, especially for at risk populations, including home delivered meal providers for older adults, people with disabilities, and others with chronic health conditions; home-maker services for frail, homebound, older adults; personal assistance services providers to support activities of daily living for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services; home health providers who deliver health care services for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services.
18. Government entities, and contractors that work in support of local, state, and federal public health and medical mission sets, including but not limited to supporting access to healthcare and associated payment functions, conducting public health functions, providing medical care,

supporting emergency management, or other services necessary for supporting the COVID-19 response.

Relevant Sector Guidance:

- Schools and institutions of higher education
 - [Guidance for schools \(PDF\)](#)
 - [Directrices para las escuelas sobre el nuevo coronavirus o COVID-19 \(PDF\)](#)
 - [Guidance for colleges and universities](#)
 - [Directrices para las instituciones de educación superior sobre el nuevo coronavirus o COVID-19](#)
- [Guidance for K-12 Schools: Distance Learning, School Meals, Child Care and Student Supervision](#)
- [Guidance for Using Disinfectants at Schools and Child Cares](#)
 - [Recordatorios para el uso de desinfectantes en las escuelas y guarderías](#)
- [Community care facilities, including assisted living facilities and child care](#)

9. CRITICAL MANUFACTURING

Sector Profile

The Critical Manufacturing Sector identifies several industries to serve as the core of the sector: Primary Metals Manufacturing, Machinery Manufacturing, Electrical Equipment, Appliance, and Component Manufacturing, Transportation Equipment Manufacturing Products made by these manufacturing industries are essential to many other critical infrastructure sectors.

Essential Workforce, if remote working is not practical

1. Workers necessary for the manufacturing of metals, industrial minerals, semiconductors, materials and products needed for supply chains of the critical infrastructure sectors.
2. Workers necessary for the manufacturing of materials and products needed to manufacture medical equipment and personal protective equipment
3. Workers necessary for mining and production of critical minerals, materials and associated essential supply chains, and workers engaged in the manufacture and maintenance of equipment and other infrastructure necessary for mining production and distribution.
4. Workers who produce or manufacture parts or equipment that supports continued operations for any essential services and increase in remote workforce, including computing and communication devices, semiconductors, and equipment such as security tools for Security Operations Centers (SOCs) or data centers.
5. Workers manufacturing or providing parts and equipment that enable the maintenance and continued operation of essential businesses and facilities.

10. FINANCIAL SERVICES

Sector Profile

The Financial Services Sector includes thousands of depository institutions, providers of investment products, insurance companies, other credit and financing organizations, and the providers of the critical financial utilities and services that support these functions. Financial institutions vary widely in size and presence, ranging from some of the world's largest global companies with thousands of employees and many billions of dollars in assets, to community banks and credit unions with a small number of employees serving individual communities. Whether an individual savings account, financial derivatives, credit extended to a large organization, or investments made to a foreign country, these products allow customers to: Deposit funds and make payments to other parties; Provide credit and liquidity to customers; Invest funds for both long and short periods; Transfer financial risks between customers.

Essential Workforce, if remote working is not practical:

1. Workers who are needed to process and maintain systems for processing financial transactions and services, including payment, clearing, and settlement; wholesale funding; insurance services; and capital markets activities
2. Workers who are needed to maintain orderly market operations to ensure the continuity of financial transactions and services.
3. Workers who are needed to provide business, commercial, and consumer access to banking and non-bank financial and lending services, including ATMs, lending money transmission, and to move currency, checks, securities, and payments
4. Workers who support financial operations, such as those staffing call, data and security operations centers, managing physical security, or providing accounting services.
5. Workers supporting production and distribution of debit and credit cards.
6. Workers providing electronic point of sale support personnel for essential businesses and workers.

11. CHEMICAL & HAZARDOUS MATERIALS

Sector Profile

The Chemical Sector—composed of a complex, global supply chain—converts various raw materials into diverse products that are essential to modern life. Based on the product produced, the sector can be divided into five main segments, each of which has distinct characteristics, growth dynamics, markets, new developments, and issues: Basic chemicals; Specialty chemicals; Agricultural chemicals; Pharmaceuticals; Consumer products.

Essential Workforce, if remote working is not practical:

1. Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, workers in laboratories, workers at distribution facilities, workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, textiles, building materials, plumbing, electrical and paper products.
2. Workers supporting the safe transportation of chemicals, including those supporting tank truck cleaning facilities and workers who manufacture packaging items
3. Workers supporting the production of protective cleaning and medical solutions, personal protective equipment, disinfectants, and packaging that prevents the contamination of food, water, medicine, among others essential products
4. Workers supporting the operation and maintenance of facilities (particularly those with high risk chemicals and/ or sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections
5. Workers who support the production and transportation of chlorine and alkali manufacturing, single-use plastics, and packaging that prevents the contamination or supports the continued manufacture of food, water, medicine, and other essential products, including glass container manufacturing
6. Workers at nuclear facilities, workers managing medical waste, workers managing waste from pharmaceuticals and medical material production, and workers at laboratories processing test kits
7. Workers who support hazardous materials response and cleanup
8. Workers who maintain digital systems infrastructure supporting hazardous materials management operations
9. Workers who support the removal, storage, and disposal of residential and commercial solid waste and hazardous waste, including landfill and recycling operations.

12. DEFENSE INDUSTRIAL BASE

Sector Profile

The Defense Industrial Base Sector is the worldwide industrial complex that enables research and development, as well as design, production, delivery, and maintenance of military weapons systems, subsystems, and components or parts, to meet U.S. military requirements. The Defense Industrial Base partnership consists of Department of Defense components, Defense Industrial Base companies and their subcontractors who perform under contract to the Department of Defense, companies providing incidental materials and services to the Department of Defense, and government-owned/contractor-operated and government-owned/government-operated facilities. Defense Industrial Base companies include domestic and foreign entities, with production assets located in many countries. The sector provides products and services that are essential to mobilize, deploy, and sustain military operations.

Essential Workforce, if remote working is not practical:

1. Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military, including, but are not limited to, space and aerospace workers, nuclear matters workers, mechanical and software engineers (various disciplines), manufacturing and production workers, IT support, security staff, security personnel, intelligence support, aircraft and weapon system mechanics and maintainers, and sanitary workers who maintain the hygienic viability of necessary facilities.
2. Personnel working for companies, and their subcontractors, who perform under contract or sub-contract to the Department of Defense (DoD) and the Department of Energy (DoE) (on nuclear matters), as well as personnel at government-owned/contractor operated facilities, and who provide materials and services to the DoD and DoE (on nuclear matters), including support for weapon systems, software systems and cybersecurity, defense and intelligence communications, surveillance, sale of U.S. defense articles and services for export to foreign allies and partners (as authorized by the U.S. government), and space systems and other activities in support of our military, intelligence, and space forces.

13. INDUSTRIAL, COMMERCIAL, RESIDENTIAL, and SHELTERING FACILITIES AND SERVICES

Essential Workforce, if remote working is not practical:

1. Construction Workers who support the construction, operation, inspection, and maintenance of construction sites and construction projects (including housing, commercial, and mixed-use construction); and workers who support the supply chain of building materials from production through application/installation, including cabinetry, fixtures, doors, cement, hardware, plumbing, electrical, heating/cooling, refrigeration, appliances, paint/coatings, and employees who provide services that enable repair materials and equipment for essential functions.
2. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, construction material sources, and essential operation of construction sites and construction projects (including those that support such projects to ensure the availability of needed facilities, transportation, energy and communications; and support to ensure the effective removal, storage, recycling and disposal of solid waste and hazardous waste)
3. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, businesses, and buildings such as hospitals and senior living facilities, including any facility supporting COVID-19 response.
4. Workers who support the supply chain of building materials from production through application and installation, including cabinetry, fixtures, doors, cement, hardware, plumbing (including parts and services), electrical, heating and cooling, refrigeration, appliances, paint and coatings, and workers who provide services that enable repair materials and equipment for essential functions.
5. Workers in hardware and building materials stores, consumer electronics, technology and appliances retail, and related merchant retailers, wholesalers and distributors that support essential workforce functions where sales and operations cannot be conducted online
6. Warehouse operators, including vendors and support personnel critical for business continuity (including heating, ventilation, and air conditioning (HVAC) and electrical engineers, security personnel, and janitorial staff), e-commerce or online commerce, and customer service for essential functions.
7. Workers supporting the operations of commercial buildings that are critical to safety, security, and the continuance of essential activities, such as on-site property managers, building engineers, security staff, fire safety directors, janitorial personnel, and service technicians (e.g., mechanical, HVAC, plumbers, electricians, and elevator).
8. Workers supporting ecommerce through distribution, warehouse, call center facilities, and other essential operational support functions, that accept, store, and process goods, and that facilitate their transportation and delivery
9. Workers distributing, servicing, repairing, installing residential and commercial HVAC systems, boilers, furnaces and other heating, cooling, refrigeration, and ventilation equipment.
10. Workers managing or servicing hotels or other commercial and residential buildings that are used for COVID-19 mitigation and containment measures, treatment measures, provide accommodation for essential workers, or providing housing solutions, including measures to protect homeless populations.

11. Workers responsible for the leasing of residential and commercial properties to provide individuals and families with ready access to available housing.
12. Residential and commercial real estate workers, limited to scheduled property viewings to a potential buying party. This does not extend to open-house viewings, nor viewings with more than one buying party at a time.
13. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities and critical sector services
14. Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency “at-home” situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.
15. Workers supporting the entertainment industries, studios, and other related establishments, provided they follow covid-19 public health guidance around physical distancing.
16. Workers that provide or determine eligibility for food, shelter, in-home supportive services, child welfare, adult protective services and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including family members)
17. Workers performing services in support of the elderly and disabled populations who coordinate a variety of services, including health care appointments and activities of daily living.
18. Workers who provide support to vulnerable populations to ensure their health and well-being including family care providers.
19. Workers providing dependent care services, particularly those whose services ensure essential workers can continue to work.
20. Workers who support food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals, such as those residing in shelters.
21. Workers in laundromats, laundry services, and dry cleaners.
22. Workers providing disinfection services, for all essential facilities in essential sectors
23. Workers necessary for the installation, maintenance, distribution, and manufacturing of water and space heating equipment and its components.
24. Support required for continuity of services, including commercial disinfectant services, janitorial/cleaning personnel, and support personnel functions that need freedom of movement to access facilities in support of front-line employees.

Relevant Sector Guidance:

- [Cleaning & Waste Management for Residences 2/2020](#)
- [Essential/Emergency Personnel Providing Critical In-Home Services](#)
- [Home cleaning with COVID-19 positive individuals](#)
- [Recommended Strategic Approaches for COVID-19 Response for Individuals Experiencing Homelessness](#)
- [Flow Chart: COVID-19 Recommended Protocol for People Experiencing Homelessness](#)
- [Homeless Assistance Providers](#)
- [Immigrant Communities](#)
 - [Las Comunidades de Inmigrantes](#)
- [Pets & People](#)

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-37-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating stringent public health emergency orders as well as guidance from federal, state, and local public health officials; and

WHEREAS on March 16, 2020, I issued Executive Order N-28-20, suspending state law limitations on local jurisdictions that impose restrictions on evictions; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, ordering all residents to immediately heed the Order of the State Public Health Officer for all residents, unless exempted, to stay home or at their place of residence; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rent, and leaving them vulnerable to eviction; and

WHEREAS minimizing evictions during this period is critical to reducing the spread of COVID-19 in vulnerable populations by allowing all residents to stay home or at their place of residence in compliance with Executive Order N-33-20; and

WHEREAS Chief Justice Tani Cantil-Sakauye issued advisory guidance on March 20, 2020 for superior courts to suspend most civil trials and hearings for at least 60 days, and on March 23, 2020, suspended all jury trials for a period of 60 days, and extended by 60 days the time period for the holding of a civil trial; and

WHEREAS on March 25, 2020 the Department of Business Oversight secured support from national banks, state banks and credit unions for temporary delays in mortgage payments and foreclosure sales and evictions for homeowners who have economic impacts from COVID-19 with the objective of maximizing consistency and minimizing hurdles potentially faced by borrowers.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The deadline specified in Code of Civil Procedure section 1167 shall be extended for a period of 60 days for any tenant who is served, while

this Order is in effect, with a complaint that seeks to evict the tenant from a residence or dwelling unit for nonpayment of rent and who satisfies all of the following requirements:

- a. Prior to the date of this Order, the tenant paid rent due to the landlord pursuant to an agreement.
 - b. The tenant notifies the landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 7 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19, including but not limited to the following:
 - (i) The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
 - (ii) The tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or
 - (iii) The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.
 - c. The tenant retains verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from an employer or supervisor explaining the tenant's changed financial circumstances, to support the tenant's assertion of an inability to pay. This documentation may be provided to the landlord no later than the time upon payment of back-due rent.
- 2) No writ may be enforced while this Order is in effect to evict a tenant from a residence or dwelling unit for nonpayment of rent who satisfies the requirements of subparagraphs (a)-(c) of paragraph 1.
- 3) The protections in paragraphs 1 and 2 shall be in effect through May 31, 2020.

Nothing in this Order shall prevent a tenant who is able to pay all or some of the rent due from paying that rent in a timely manner or relieve a tenant of liability for unpaid rent.

Nothing in this Order shall in any way restrict state or local governmental authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential property.

IT IS FURTHER ORDERED that this Order supersedes Executive Order N-28-20 to the extent that there is any conflict with that Order.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 27th day of March 2020.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-39-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, COVID-19 continues to spread at a rapid rate, threatening to overwhelm California's healthcare delivery system; and

WHEREAS California is preparing for a surge in the number of people who will need hospital care during the COVID-19 outbreak by increasing the number of hospital beds and post-acute care facilities that can treat and serve patients; and

WHEREAS this anticipated increase in the use of the healthcare system will require an increase in the health care workforce such as nurses, doctors, medical assistants, and emergency medical technicians; and

WHEREAS maximizing the number of qualified and capable medical and healthcare workers in service in California is imperative to ensure that Californians impacted by COVID-19 can access medical treatment; and

WHEREAS, the anticipated surge requires temporary adjustment of California's staffing and health and safety standards for health providers and health facilities, which are among the strongest in the nation, as numerous professionals are unable to satisfy professional licensing requirements in light of the COVID-19 pandemic that then subsequently prevent them from providing necessary medical and healthcare assistance to the public; and

WHEREAS, our most vulnerable residents who rely on state and local government for social services need additional support during this time; and

WHEREAS the Department of Developmental Services operates Stabilization, Training, Assistance and Reintegration (STAR) community crisis homes to treat individuals with developmental disabilities in acute crisis and additional STAR homes are required to provide treatment to such individuals and to protect the public health during the COVID-19 crisis; and

WHEREAS federal guidance permits monthly caseworker visits with children under court jurisdiction to be accomplished through videoconferencing in limited circumstances, such as a declaration of an emergency that prohibits or strongly discourages face-to-face contact for public health reasons; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To assist in the care and/or to protect the health of individuals in hospitals and other health facilities, and due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the licensing and staffing requirements of chapters 2 and 2.4 of division 2 of the Health and Safety Code and any accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. To the extent the facility maintains a disaster and mass casualty plan, the facility granted a waiver shall be established and operate in accordance with that plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 2) To facilitate the continued provision of care due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing and certification requirements and amend scopes of practice of chapters 2, 2.35, and 8 of division 2 of the Health and Safety Code and any accompanying regulations with respect to certified nursing assistants, home health aides, and nursing home administrators, and chapter 3, division 2 of the Business and Professions Code and accompanying regulations with respect to certified hemodialysis technicians. The Department shall provide guidance to facilities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 3) The certification and permitting requirements of the Radiologic Technology Act (as identified in Health and Safety Code section 27) are, only for the duration of the declared emergency, suspended for all persons:
 - (i) whose certificate or permit issued pursuant to the Radiological Technology Act is expired, regardless of expiration date, or has been canceled; or
 - (ii) who hold Radiography certification issued by the American Registry of Radiologic Technologists or are an American Registry of Radiologic Technologists Registered Radiologist Assistant; or
 - (iii) who are credentialed as Radiology Practitioner Assistants by the Certification Board for Radiology Practitioner Assistants; or

- (iv) who are certified, permitted or otherwise authorized to perform radiologic technology by passing a State-required examination by a state other than the State of California; and
- (v) who are working under the supervision of a person licensed under the Medical Practice Act, except that the requirement to be under supervision shall not apply to a licentiate of the healing arts, as defined in the Radiological Technology Act; and
- (vi) who are deemed by a health facility as necessary workforce for purposes of this Order.

The specific certification requirements of Health and Safety Code section 107110 are suspended for any person who is licensed under the Medical Practice Act (Business and Professions Code sections 2000, et seq.). Except for persons licensed under the Medical Practice Act, this suspension of certification and permitting requirements shall not apply to persons who have never been either certified or permitted by the Department of Public Health, or certified, permitted, or otherwise authorized by the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state. This suspension of certification and permitting requirements shall also not apply to persons whose certificate, permit, or other authorization has been revoked or suspended for cause by the Department of Public Health, the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state.

- 4) To ensure hospitals are adequately prepared and staffed to treat COVID-19 patients, the Director of the State Department of Public Health may temporarily waive licensing requirements in Health and Safety Code section 1277 and sections 70203(a)(2), 70701(a)(1)(E), 70703(b), and 70705(a) of Chapter 1, Article 3, of Title 22, that pertain to the credentialing and privileging of physicians. Any waiver shall include alternate measures that, under the circumstances, ensure the competency of physicians providing medical services at the hospital.
- 5) To facilitate the continued provision of care to individuals affected by the COVID-19 outbreak, the Director of the Department of Consumer Affairs may to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing requirements and amend scopes of practice in Division 2 of the Business and Professions Code, and any accompanying regulations. Professional licensing requirements should be interpreted broadly to effectuate the purposes of this executive order, and they include, but are not limited to, the examination, education, experience, and training requirements necessary to obtain and maintain licensure, and requirements governing the practice and permissible activities for licensees. The Department, in conjunction with the relevant licensing board, shall provide guidance identifying the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver may include alternative measures that, under the circumstances, will allow the regulated individual to treat patients while protecting public health

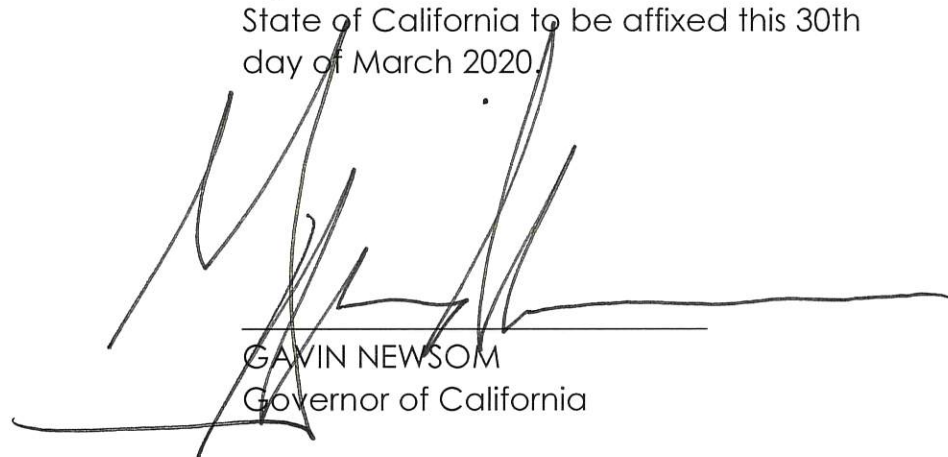
and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

- 6) To ensure the continued operation of the Emergency Medical Services (EMS) system without unduly endangering the people of California during the COVID-19 outbreak, the Director of the California Emergency Medical Services Authority may as necessary and only for the duration of the declared emergency, suspend any licensing, certification, or training requirements for EMS personnel as contained in the EMS Act Chapters 2, 3, and 4, and accompanying regulations, including the authority to permit EMS personnel to provide services in any setting as authorized by the Director for the performance of the current scope of practice. The Authority shall provide guidance to local emergency medical services authorities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waivers granted pursuant to this paragraph shall be posted on the Authority's website.
- 7) Notwithstanding the Government Code section 14669, or any other law, the Director of the Department of Developmental Services has the authority to enter into a lease, lease-purchase, lease with option to purchase any real or personal property or any other agreement to procure residences or facilities and necessary equipment, goods or services to serve those individuals with development disabilities in crisis, to respond to, mitigate the effects or prevent the spread of COVID-19 to individuals with developmental disabilities or the general community. The leases or agreements may be executed without the review or prior approval of any other state department or agency. The leases or agreements executed pursuant to this provision shall be in effect so long as necessary to address the COVID-19 crisis or its effects.
- 8) The Department of Social Services may, to the extent the Department deems necessary to respond to the COVID-19 crisis, allow any state monthly face-to-face caseworker visitation requirement, standard, or criteria set forth in the Welfare and Institutions Code sections 16501.1, subdivision (l), 16516.5, and 16516.6, as well as accompanying regulations or other written directives, policies or procedures, to be accomplished through videoconferencing, instead of in-person contact. This flexibility shall only be utilized by caseworkers in keeping with guidance from the Department and after a child-specific decision based on the training and experience of the social worker, considering all available information, that an in-person visit is not necessary to ensure the child's safety and well-being. Any flexibility granted pursuant to this paragraph shall not waive or conflict with applicable federal requirements in United States Code, Title 42, sections 622, subdivision (b)(17) and 624, subdivision (f), as modified for emergency waivers in guidance issued March 18, 2020, in the Child Welfare Policy Manual Title IV-B, section 7.3, question 8 and shall expire at the end of the emergency declaration, in 90 days, or sooner as determined by the Department. Any flexibility granted pursuant to this paragraph shall be posted to the Department's website.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 30th day of March 2020.

A large, stylized handwritten signature in dark ink, likely belonging to Gavin Newsom, is written over a horizontal line. The signature is composed of several sharp, sweeping strokes.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-42-20

WHEREAS on March 4, 2020, I proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS it is the established policy of the State under Water Code section 106.3 that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes; and

WHEREAS to limit the spread of COVID-19 it is crucial that Californians wash their hands regularly and thoroughly; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of work hours or wages, or layoffs related to COVID-19, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS many small businesses that provide services essential to the health and well-being of Californians have experienced substantial reductions in income, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS the California Public Utilities Commission has directed private water utilities under its jurisdiction to implement customer service protections, including a moratorium on service disconnections, during the COVID-19 emergency; and

WHEREAS more than 100 public and private water systems have voluntarily agreed to halt disconnections as well; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with the various statutes and regulations concerning water shutoffs specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and the statutes of the State of California, and in particular, Government Code sections 8567, 8570, 8571, and 8627, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The authority of urban and community water systems, as defined in Health and Safety Code section 116902, subdivision (d), to discontinue residential service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment under Health and Safety Code sections 116908 and 116910, is suspended.
- 2) Water systems not subject to the requirements of Health and Safety Code sections 116908 and 116910 shall not discontinue residential

service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment.

- 3) Water systems shall restore any residential service to occupied residences that has been discontinued for nonpayment since March 4, 2020.
- 4) Water systems shall not discontinue service to any business in the critical infrastructure sectors designated by the State Public Health Officer as critical to protect the health and well-being of all Californians that qualifies as a small business under 13 C.F.R. § 121.201 of the Small Business Administration's regulations.
- 5) The State Water Resources Control Board shall identify best practices, guidelines, or both to be implemented during the COVID-19 emergency (i) to address non-payment or reduced payments, (ii) to promote and to ensure continuity of service by water systems and wastewater systems, and (iii) to provide measures such as the sharing of supplies, equipment and staffing to relieve water systems under financial distress.

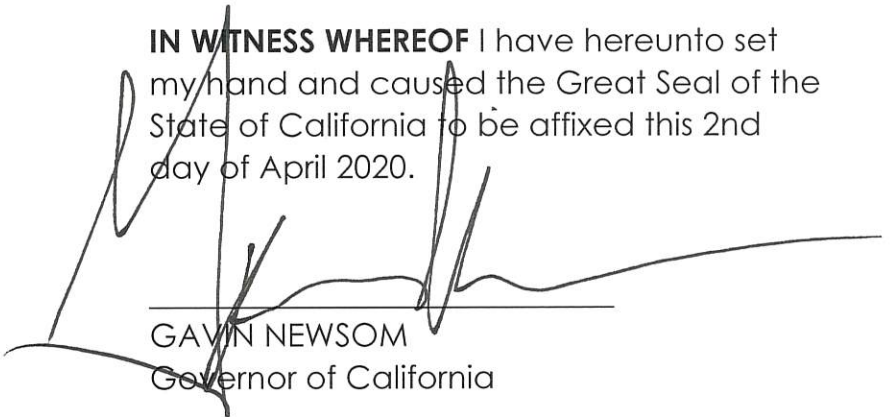
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

Nothing in this Order modifies the obligations of urban and community waters systems to comply with provisions of the Water Shutoff Protection Act not specifically addressed by this Order or other applicable laws, regulations, and guidelines.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 2nd day of April 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

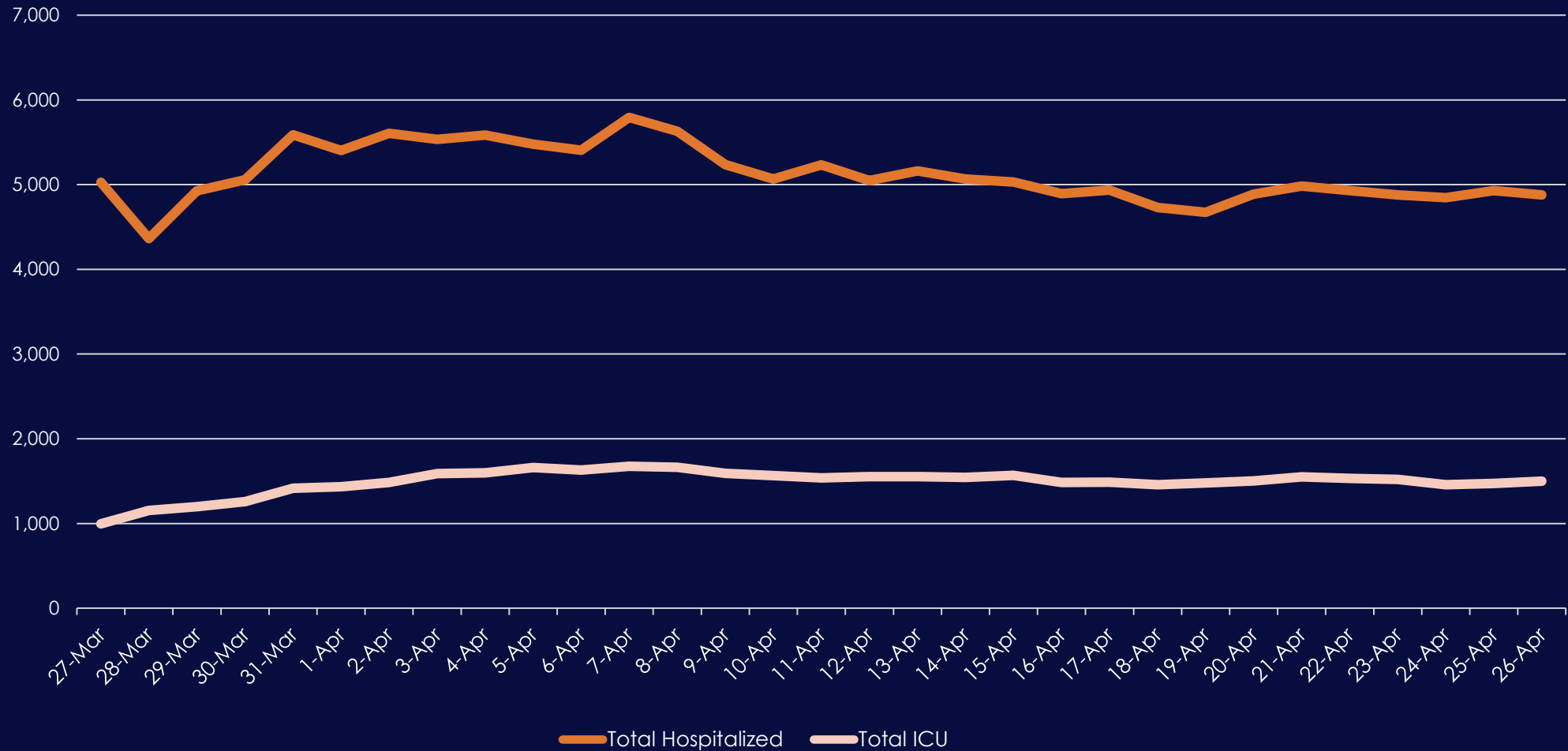


Update on California's Pandemic Roadmap

6 Indicators for Modifying Stay-at-Home Order

- Ability to test, contact trace, isolate, and support the exposed
- Ability to protect those at high risk for COVID-19
- Surge capacity for hospital and health systems
- Therapeutic development to meet the demand
- Ability of businesses, schools, and childcare facilities to support physical distancing
- Determination of when to reinstitute measures like Stay-At-Home

California Hospitalization Trend Lines



Total includes both COVID-19 confirmed positive hospitalizations as well as COVID-19 suspect hospitalizations.

The Basics



COVID-19 is not going away soon.



Modifications to Stay-At-Home Order must be guided by health risk and a commitment to equity.



Taking responsibility is key at all levels – individual, business, and government.

Resilience Roadmap Stages

STAGE 1: Safety and Preparedness

Making essential workforce environment as safe as possible.

STAGE 2: Lower Risk Workplaces

Creating opportunities for lower risk sectors to adapt and re-open.

Modified school programs and childcare re-open.

STAGE 3: Higher Risk Workplaces

Creating opportunities for higher risk sectors to adapt and re-open.

STAGE 4: End of Stay-At-Home Order

Return to expanded workforce in highest risk workplaces.

Requires
Therapeutics.

Stage 1: Safety and Preparedness

This is where we are now.

- **Continue to build out testing, contact tracing, PPE, and hospital surge capacity.**
- **Continue to make essential workplaces as safe as possible.**
 - Physical and work flow adaption
 - Essential workforce safety net
 - Make PPE more widely available
 - Individual behavior changes
- **Prepare sector-by-sector safety guidelines for expanded workforce.**

Stage 2: Lower Risk Workplaces

Gradually opening some lower risk workplaces with ADAPTATIONS:

- Retail (e.g. curbside pickup)
- Manufacturing
- Offices (when telework not possible)
- Opening more public spaces

Expanded Workforce Safety Net:

- Wage replacement so workers can stay home when sick

Stage 2: Lower Risk Workplaces

Schools and Childcare Facilities with Adaptations:

- Summer programs and next school year potentially starting sooner (July/August)
- Childcare facilities to provide more care
- Address learning gaps
- Ensure students and staff are protected
- Allow broader workforce to return to work

Actions needed to get from Stage 1 to Stage 2



Government Actions

- Policies that allow people to stay home when they're sick
- Guidance provided on how to reduce risk



Business Actions

- Wage replacement so workers can stay home when sick
- Implement adaptations to lower-risk workplaces NOW
- Employees continue to work from home when possible



Individual Actions

- Safety precautions – physical distancing, face coverings, etc.
- Avoid all non-essential travel
- Support and care for people who are at high risk

When are we ready for Stage 2?

Key indicator considerations to move to Stage 2:

- Hospitalization and ICU trends stable.
- Hospital surge capacity to meet demand.
- Sufficient PPE supply to meet demand.
- Sufficient testing capacity to meet demand.
- Contact tracing capacity statewide.

Transition to Stage 2 will occur through a statewide modification to the Stay-At-Home Order.

Opportunity for Regional Variations

During Stage 2, counties may choose to relax stricter local orders at their own pace.

Following Stage 2, once a statewide COVID-19 surveillance system is made possible through testing, further regional variations could be supported.

State will consult and collaborate closely with local governments.

Stage 3: Higher Risk Workplaces

Open higher risk environments with adaptations and limits on size of gatherings:

- Personal care (hair and nail salons, gyms)
- Entertainment venues (movie theaters, sports without live audiences)
- In-person religious services (churches, weddings)

Stage 4: End of Stay-At-Home Order

Re-open highest risk workplaces with all indicators satisfied once therapeutics have been developed:

- Concerts
- Convention Centers
- Live audience sports

Be Part of the Solution

Stay Home. Practice Physical Distancing.

We are enlisting all Californians to help inform the development of guidance for sectors across our economy.

This guidance will provide a framework for how to safely re-open.

CALIFORNIA
ALL

**Your Actions
Save Lives**

covid19.ca.gov

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-60-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, which directed all California residents to immediately heed current State public health directives; and

WHEREAS State public health directives, available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/>, have ordered all California residents stay home except for essential needs, as defined in State public health directives; and

WHEREAS COVID-19 continues to menace public health throughout California; and

WHEREAS the extent to which COVID-19 menaces public health throughout California is expected to continue to evolve, and may vary from place to place within the State; and

WHEREAS California law promotes the preservation of public health by providing for local health officers—appointed by county boards of supervisors and other local authorities—in addition to providing for statewide authority by a State Public Health Officer; and

WHEREAS these local health officers, working in consultation with county boards of supervisors and other local authorities, are well positioned to understand the local needs of their communities; and

WHEREAS local governments are encouraged to coordinate with federally recognized California tribes located within or immediately adjacent to the external geographical boundaries of such local government jurisdiction; and

WHEREAS the global COVID-19 pandemic threatens the entire State, and coordination between state and local public health officials is therefore, and will continue to be, necessary to curb the spread of COVID-19 throughout the State; and

WHEREAS State public health officials have worked, and will continue to work, in consultation with their federal, state, and tribal government partners; and

WHEREAS the State Public Health Officer has articulated a four-stage framework—which includes provisions for the reopening of lower-risk businesses and spaces (“Stage Two”), to be followed by the reopening of higher-risk businesses and spaces (“Stage Three”)—to allow Californians to gradually resume various activities while continuing to preserve public health in the face of COVID-19; and

WHEREAS the threat posed by COVID-19 is dynamic and ever-changing, and the State's response to COVID-19 (including implementation of the four-stage framework) should likewise retain the ability to be dynamic and flexible; and

WHEREAS to preserve this flexibility, and under the provisions of Government Code section 8571, I find that strict compliance with the Administrative Procedure Act, Government Code section 11340 et seq., would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, 8627, and 8665; and also in accordance with the authority vested in the State Public Health Officer by the laws of the State of California, including but not limited to Health and Safety Code sections 120125, 120130, 120135, 120140, 120145, 120150, 120175, and 131080; do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) All residents are directed to continue to obey State public health directives, as made available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/> and elsewhere as the State Public Health Officer may provide.
- 2) As the State moves to allow reopening of lower-risk businesses and spaces ("Stage Two"), and then to allow reopening of higher-risk businesses and spaces ("Stage Three"), the State Public Health Officer is directed to establish criteria and procedures—as set forth in this Paragraph 2—to determine whether and how particular local jurisdictions may implement public health measures that depart from the statewide directives of the State Public Health Officer.

In particular, the State Public Health Officer is directed to establish criteria to determine whether and how, in light of the extent to which the public health is menaced by COVID-19 from place to place within the State, local health officers may (during the relevant stages of reopening) issue directives to establish and implement public health measures less restrictive than any public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

The State Public Health Officer is further directed to establish procedures through which local health officers may (during the relevant stages of reopening) certify that, if their respective jurisdictions are subject to proposed public health measures (which they shall specify to the extent such specification may be required by the State Public Health Officer) that are less restrictive than public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer, the public health will not be menaced. The State Public Health Officer shall additionally establish procedures to permit, in a manner consistent with public health and

safety, local health officers who submit such certifications to establish and implement such less restrictive public health measures within their respective jurisdictions.

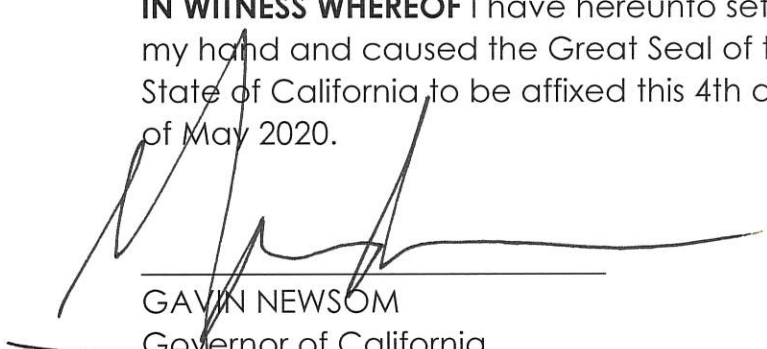
The State Public Health Officer may, from time to time and as she deems necessary to respond to the dynamic threat posed by COVID-19, revise the criteria and procedures set forth in this Paragraph 2. Nothing related to the establishment or implementation of such criteria or procedures, or any other aspect of this Order, shall be subject to the Administrative Procedure Act, Government Code section 11340 et seq. Nothing in this Paragraph 2 shall limit the authority of the State Public Health Officer to take any action she deems necessary to protect public health in the face of the threat posed by COVID-19, including (but not limited to) any necessary revision to the four-stage framework previously articulated by the State Public Health Officer.

- 3) Nothing in this Order shall be construed to limit the existing authority of local health officers to establish and implement public health measures within their respective jurisdictions that are more restrictive than, or that otherwise exist in addition to, the public health measures imposed on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of May 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**EXTENSION OF EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19)
TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER
RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES,
GYMS, HEALTH CLUBS, THEATERS, CHURCHES, AND OTHER SOCIAL GATHERINGS**

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, the severity of the local health emergency appears to be increasing each day, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world; and

WHEREAS, on March 16, 2020, the California Department of Public Health ("CDPH") and State Emergency officials issued guidance to local communities regarding public safety measures that should be taken with respect to (1) retail food, beverage, and related service venues, (2) entertainment venues; and (3) gyms, health clubs, theaters, and other social gatherings, in order to prevent the transmission of COVID-19;

WHEREAS, on March 19, 2020, the County Public Health Officer issued an Emergency Order For The Prevention Of Novel Coronavirus (COVID-19) Transmission In Or About Restaurants, Bars, Food Trucks, Grocery Stores, And Other Retail Food And Beverage Service Venues, Entertainment And Recreational Venues, Gyms, Health Clubs, Theaters, Churches, And Other Social Gatherings ("ORDER"), which is set to expire on April 19, 2020;

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all California residents immediately to heed current State public health directives to stay home (shelter-in-place), except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect the health and well-being of all Californians; and

WHEREAS, due to the continued transmission of COVID-19 throughout Tulare County, it is the opinion of the County Public Health Officer that it is necessary to continue to enforce the aforementioned orders to combat further transmission of the disease to Tulare County residents.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the County Public Health Officer extends the ORDER previously issued on March 19, 2020, until such a time that it is terminated or modified by the County Public Health Officer in writing.

IT IS SO ORDERED.

Time: 5:10 p.m.
Date: April 8, 2020

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By Jennifer M. Flores Digitally signed by Jennifer M. Flores
Date: 2020.04.09 09:46:16 -0700
Chief Deputy
Matter No. 2020217

Attachments: March 19, 2020 Order of the County Public Health Officer

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**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**AMENDED EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19)
TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER
RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES,
GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR
RECREATIONAL ACTIVITIES**

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, the severity of the local health emergency appears to be increasing each day, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world; and

WHEREAS, the California Department of Public Health ("CDPH") and State Emergency officials have issued ongoing guidance to local communities regarding public safety measures that should be taken with respect to (1) retail food, beverage, and related service venues, (2) entertainment venues, and (3) gyms, health clubs, theaters, other social gatherings, and outdoor recreational activities, in order to prevent the transmission of COVID-19; and

WHEREAS, said guidance is designed to protect individuals attending and working at these venues and prevent the spread of COVID-19 in our communities; and

WHEREAS, under said guidance, available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/ncov2019.aspx> and <https://covid19.ca.gov/stay-home-except-for-essential-needs/> the following actions have been recommended:

- **Bars, wineries, breweries and pubs** should be closed, except for venues that are currently authorized to provide off sale beer and wine to be consumed off premises be allowed; bars, breweries, pubs, and wineries that include meals provided by a full kitchen should follow the restaurant guidance below if they provide delivery or pick-up options;
- **Restaurants** should be closed for in-restaurant seated dining and should be open only to drive-through or other pick-up/delivery options;
- **Food trucks** should increase the frequency of cleaning of menus, cash registers, receipt trays, condiment holders, writing instruments and other non-food contact surfaces frequently touched by patrons and employees, ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together, etc., but limiting the number of

people in lines;

- **Grocery stores and charitable food distribution sites** should remain fully open and operational, but ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc., and limiting the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, and increase cleaning and sanitizing frequency of restroom and other high contact areas; and stores that have online ordering with outside pick-up or delivery options should encourage use of these when possible in lieu of indoor shopping;
- **Certified Farmers' Markets** should space booths accordingly to increase social distancing among patrons in line and walking about the market; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with soap and water for at least 20 seconds; offer additional hand washing or sanitizing stations throughout the venue; encourage activities such as pre-bagging to expedite purchasing; suspend sampling activities; increase frequency of cleaning of tables, payment devices, and other surfaces; eliminate non-essential/non-related services, such as bands or other entertainment; and at the end of the market, continue to utilize local food recovery systems to feed/donate extra products to populations in need;
- **All retail food and beverage service venues** should remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds;
- **Gambling venues** should eliminate, delay, or reduce conventions/tournaments that increase customer flow above 250 persons in a single room/space; increase frequency of cleaning of chips, shuffling machines, and other objects utilized in games; increase frequency of cleaning and/or disposal of playing cards; eliminate non-essential/non-related services, such as massages or other ancillary services co-housed in gambling venues that could increase customer flow above 250 persons in a single room/space; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together etc.; limit the number of people in lines; separate spaces on the gaming floor into smaller components; increase frequency of cleaning and sanitizing per CDC Environmental Cleaning and Disinfection guidance of all hard surfaces, including terminals and felt and vinyl surfaces of card tables and chairs; increase cleaning and sanitizing frequency of restroom and other high contact areas; eliminate events/marketing that target individuals that the CDPH has identified higher risk of serious illness for COVID-19 ; provide additional opportunities throughout the venue for persons to reduce the spread of the virus through hand washing or sanitizing stations;
- **Theme Parks and Attractions** should ensure that social distancing of six feet per between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together etc.; limit attendance as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with soap and water for at least 20 seconds; increase spacing of show times to allow for more thorough cleaning of single room or space and social distancing during show times; provide additional opportunities throughout the venue for persons to reduce the spread of the virus through hand washing or sanitizing stations; eliminate events/marketing that target individuals that the CDPH has

identified as higher risk of serious illness for COVID-19; extend hours to allow for staggering of attendance; and add distance to locations individuals sit or stand around tables;

- **Gyms, health clubs, and theaters** should be closed;
- **All gatherings** (defined as any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space) should be postponed or cancelled, except for those defined as “essential,” meaning that they cannot be postponed or achieved without gathering, and that some other means of communication could not be used to conduct the essential function.
- **Face coverings**, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, should be worn by all persons over the age of two years at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household. All persons, including Essential Workers are discouraged from using Personal Protective Equipment (PPE), such as N95 masks, for non-medical reasons, because supply must be available to healthcare workers.

WHEREAS, the increasing threat posed by COVID-19 in Tulare County makes it advisable that the actions recommended in said guidance become mandatory in the incorporated and unincorporated areas of County of Tulare at least for the time being.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. Definitions:

- a) Restaurant: Any establishment that sells food for consumption on-premises.
- b) Food Court: Any establishment that sells food for consumption on-premises in a shared setting with other establishments.
- c) Bar and tavern: Any establishment with the following types of California Alcoholic Beverage Control licenses:
 - 1) 40 - On Sale Beer (Bar, Tavern)
 - 2) 42 - On Sale Beer & Wine - Public Premises (Bar, Tavern)
 - 3) 48 - On Sale General - Public Premises (Bar, Night Club)
 - 4) 51 - Club
 - 5) 57 - Special On Sale General
 - 6) 60 - On Sale Beer - Seasonal
 - 7) 61 - On Sale Beer - Public Premises
- d) Food truck: Any “mobile food facility” within the meaning of the California Retail Food Code.
- e) Certified Farmers’ Market: A location that is certified by the State of California through the enforcement officers of the county agricultural commissioners and operated pursuant to Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and regulations adopted pursuant to that chapter.
- f) Grocery Store: Any store primarily engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, and fresh meats, fish, and poultry and any area that is not separately owned within the store where food is prepared and served, including a bakery, deli, and meat and

seafood counter. "Grocery store" includes convenience stores.

- g) Charitable Food Distribution Site: A "food bank" or "limited service charitable feeding operation" within the meaning of the California Retail Food Code.
 - h) Gambling venue: Any cardroom, casino, or similar site where the primary goal of those assembled is the wagering of money or other things of value on events with uncertain outcomes, with the primary intent of winning money or material goods, and over which the Tulare County Public Health Officer has jurisdiction.
 - i) Entertainment and recreational venue: Any site where the primary goal of those assembled is to promote amusement, enjoyment, pleasure, recreation, diversion, relaxation, and other similar uses, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like.
 - j) Theme park: Any entertainment venue or amusement park in which rides, games, and buildings are based on a central theme.
 - k) Amusement Park: Any entertainment venue that features various attractions such as rides and games, as well as other events for entertainment purposes.
 - l) Attraction: Any place of interest where persons visit, typically for its inherent or exhibited natural or cultural value, historical significance, natural or built beauty, offering leisure and amusement.
 - m) Gym and Health Club: Any room or building used for various indoor sports or exercise activities, and usually equipped with exercise or gymnastic apparatus, locker and shower rooms, indoor or outdoor swimming pools, sports courts, and similar spaces.
 - n) Theater: Any entertainment venue used for housing dramatic presentations, stage entertainments, or motion-picture shows.
 - o) Church: Any site, with or without structures, the primary use of which is the assemblage of people for any religious worship, education, or expression.
 - p) Social gathering: Any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space.
 - q) Outdoor recreational activities: Any activity that can be done in an outside setting, including but not limited to, individual and group sports.
2. **Restaurants, Food Courts, and other establishments** that offer on-premises dining shall not allow consumption of food or beverages on-premises. Delivery, drive-thru, and pick-up options are allowed.
 3. **Bars and taverns** shall be closed.
 4. **Food Trucks** shall not allow consumption of food or beverages on or about the premises and shall increase the frequency of cleaning of menus, cash registers, receipt trays, condiment holders, writing instruments and other non-food contact surfaces frequently touched by patrons and employees; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together, etc., but limit the number of people in their lines. All employees of the Food Truck should wear an appropriate face covering at all times.
 5. **Certified Farmers' Markets** shall space booths accordingly to increase social distancing among patrons in line and walking about the market; ensure that social distancing of six feet per between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with

soap and water for at least 20 seconds; offer additional hand washing or sanitizing stations throughout the venue; encourage activities such as pre-bagging to expedite purchasing; suspend sampling activities; increase frequency of cleaning of tables, payment devices, and other surfaces; eliminate non-essential/non-related services, such as bands or other entertainment; and at the end of the market, continue to utilize local food recovery systems to feed/donate extra products to populations in need. All persons providing essential services at a Farmers' Market should wear an appropriate face covering at all times.

6. **Grocery Stores and Charitable Food Distribution Sites** are allowed to remain fully open and operational, but must ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; and stores that have online ordering with outside pick-up or delivery options should encourage use of these when possible in lieu of indoor shopping. All employees of the grocery store or charitable food distribution site should wear an appropriate face covering at all times.
7. **All retail food, beverage, and other related service venues** shall remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds. All venues should require employees to wear an appropriate face covering at all times.
8. **Gambling venues** shall be closed.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall be closed.
10. **Gyms and health clubs** shall be closed;
11. **All social gatherings**, including, but not limited to church services, meetings of service and social clubs, conferences, conventions, and the like, shall be postponed or cancelled.
12. **Outdoor recreational activities** are permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California.
13. For those businesses closed under this Order, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided that they each observe the social distancing and best personal hygiene practices (including washing their hands often with soap and water for at least 20 seconds) outlined above.
14. No County permits for special events shall be granted. All County permits for special events previously issued are revoked or postponed.
15. No temporary ABC licenses shall be authorized by the County.
16. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared

transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.

17. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
18. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
19. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
20. Pursuant to California Government Code section 41601, the chiefs of the police departments of the Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.
21. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
22. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
23. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available on the County of Tulare's website.
24. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.

IT IS SO ORDERED.

Time: 9:10am
Date: May 5, 2020

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By
Deputy County Counsel
Matter No. 2020217JMS/5-05-2020/2020217/1463907.docx



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

Karen M. Elliott, MBA • Public Health Branch Director
Karen Haught, MD, M.P.H. • County Health Officer

Timothy W. Lutz, MBA
Agency Director

May 7, 2020

Health Advisory Recommending Face Coverings for the Public and Essential Workers

This health advisory seeks to inform the public about the need for Face Coverings when outside the home for the prevention and source control of COVID-19.

Summary

- Tulare County Public Health urges the public to use Face Coverings while attending to essential activities in order to reduce the spread of COVID-19
- Individuals are asked to ensure effective use of Face Coverings by washing their hands after putting on and taking of the Face Covering
- Essential businesses and their employees are asked to utilize Face Coverings when providing services to the public
- Essential businesses are asked to post signage informing the public of the requirement to utilize Face Coverings

The United States Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), and the Tulare County Public Health Branch ("TCPH") have recommended that members of the public, should cover the mouth and nose to prevent inadvertently spreading the virus that causes Coronavirus Disease 2019 ("COVID-19"). One key transmission method for the COVID-19 virus is respiratory droplets that people expel when they breathe or sneeze. Individuals have been found to be infected with COVID-19 and not have any symptoms, meaning they are asymptomatic, but they can still be contagious. People can also be infected and contagious 48 hours before developing symptoms, the time when they are pre-symptomatic. Many people with the COVID-19 virus have mild symptoms and do not recognize they are infected and contagious, and they can unintentionally infect others. Therefore, the CDC, CDPH, and TCPH believe that wearing a face covering, when combined with physical distancing of at least 6 feet and frequent hand washing, may reduce the risk of transmitting coronavirus when in public and engaged in essential activities by reducing the spread of respiratory droplets. *For clarity, although wearing a face covering is one tool for reducing the spread of the virus, doing so is not a substitute for sheltering in place, physical distancing of at least 6 feet, and frequent hand washing.*

This Advisory requires that people wear Face Coverings in three main settings. First, members of the public must wear Face Coverings while inside of or waiting in line to enter Essential Businesses and other businesses or facilities engaged in Minimum Basic Operations, providing Essential Infrastructure, and providing Essential Government Functions (except Healthcare Operations, which are subject to different requirements), when seeking healthcare from Healthcare Operations, and when waiting for or riding on



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public transportation and other types of shared transportation. These settings are defined further below.

Second, this Advisory also requires employees, contractors, owners, and volunteers of all Essential Businesses or those operating public transportation and other types of shared transportation to wear a Face Covering when at work.

And third, this Advisory also requires workers engaged in Minimum Basic Operations, Essential Infrastructure work, and Essential Government Functions to wear a Face Covering in areas where the public is present or likely to be and at any time when others are nearby.

This Advisory does not require that any child aged twelve years or younger wear a Face Covering and recommends that any child aged two years or younger should not wear one because of the risk of suffocation. This Advisory also does not apply to people who are in their own cars alone or with members of their own household. It also does not require people wear Face Coverings while engaged in outdoor recreation such as hiking, bicycling, or running, though it does recommend that they have a Face Covering with them and still requires them to practice social distancing and other measures to protect against transmission of the virus.

Definition of Face Coverings

As used in this Advisory, a "Face Covering" means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. A covering that hides or obscures the wearer's eyes or forehead is not a Face Covering. Examples of Face Coverings include a scarf or bandana; a neck gaiter; a homemade covering made from a t-shirt, sweatshirt, or towel, held on with rubber bands or otherwise; or a mask, which need not be medical-grade. A Face Covering may be factory-made, or may be handmade and improvised from ordinary household materials. The Face Covering should be comfortable, so that the wearer can breathe comfortably through the nose and does not have to adjust it frequently, so as to avoid touching the face. For as long as medical grade masks such as N95 masks and surgical masks are in short supply, members of the public should not purchase those masks as Face Coverings under this Advisory. In general, even when not required by this Advisory, people are strongly encouraged to wear Face Coverings when in public.

A video showing how to make a face covering and additional information about how to wear and clean Face Coverings may be found at the website of Centers for Disease Control and Prevention, at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>.

Effective Use

Face Coverings must be worn in such a manner as to contain respiratory droplets and minimize transmission of the virus via the hands. To achieve this, Face Coverings should fit snugly and be washed daily. Cloth Face Coverings can be safely cleaned in a washing machine or by hand as the materials



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permit. Individuals should be careful not to touch their eyes, nose, or mouth when removing their Face Coverings and wash their hands immediately after removing.

Members of the Public

All members of the public, except as specifically exempted below, must wear a Face Covering outside their home or other place they reside in the following situations:

1. When they are inside of, or in line to enter, any Essential Business, including, but not limited to, grocery stores, convenience stores, supermarkets, laundromats, and restaurants;
2. When they are inside or at any location or facility engaging in Minimum Basic Operations or seeking or receiving Essential Government Functions inside of any location or facility;
3. When they are engaged in Essential Infrastructure work
4. When they are obtaining services at Healthcare Operations— including hospitals, clinics, COVID-19 testing locations, dentists, pharmacies, blood banks and blood drives, other healthcare facilities, mental health providers, or facilities providing veterinary care and similar healthcare services for animals — unless directed otherwise by an employee or worker at the Healthcare Operation; or
5. When they are waiting for or riding on public transportation or paratransit or are in a taxi, private car service, or ride-sharing vehicle.

Essential Businesses and Infrastructure

All Essential Businesses, as well as entities and organizations with workers engaged in Essential Infrastructure work, Minimum Basic Operations, or Essential Government Functions (except for Healthcare Operations, which are subject to their own regulation regarding specified face coverings), must:

1. Require their employees, contractors, owners, and volunteers to wear a Face Covering at the workplace and when performing work off-site any time the employee, contractor, owner, or volunteer is:
 - a. interacting in person with any member of the public;
 - b. working in any space visited by members of the public, such as by way of example and without limitation reception areas, grocery store or pharmacy aisles, service counters, public restrooms, cashier and checkout waiting rooms, service areas, and other spaces used to interact with the public, regardless of whether anyone from the public is present at the time;
 - c. working in any space where food is prepared or packaged for sale or distribution to others;
 - d. working in or walking through common areas such as hallways, stairways, elevators, and parking facilities; or
 - e. in any room or enclosed area when other people (except for members of the person's own household or residence) are present.



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2. Take reasonable measures, such as posting signs, to remind their customers and the public of the requirement that they wear a Face Covering while inside of or waiting in line to enter the business, facility, or location. Essential Businesses and entities or organizations that engaged in Essential Infrastructure work or Minimum Basic Operations must take all reasonable steps to prohibit any member of the public who is not wearing a Face Covering from entering and must not serve that person if those efforts are unsuccessful and seek to remove that person.

For clarity, a Face Covering is not required when a person is in a personal office (a single room) when others outside of that person's household are not present as long as the public does not regularly visit the room.

Exceptions

1. Any child aged two years or less must not wear a Face Covering because of the risk of suffocation. This Order does not require that any child aged twelve years or less wear a Face Covering. Parents and caregivers must supervise use of Face Coverings by children to avoid misuse.
2. Wearing a Face Covering is recommended, but not required, while engaged in outdoor recreation such as hiking, bicycling, or running. But each person engaged in such activity must comply with social distancing requirements including maintaining at least six feet of separation from all other people. Because running or bicycling causes people to more forcefully expel airborne particles, making the usual minimum 6 feet distance less adequate, runners and cyclists must take steps to avoid exposing others to those particles, which include the following measures: wearing a Face Covering when possible; crossing the street when running to avoid sidewalks with pedestrians; slowing down and moving to the side when unable to leave the sidewalk and nearing other people; never spitting; and avoiding running or cycling directly in front of or behind another runner or cyclist who is not in the same household.
3. This Advisory does not require any person to wear a Face Covering while driving alone, or exclusively with other members of the same family or household, in a motor vehicle.
4. A Face Covering is also not required by this Advisory to be worn by a particular individual if the person can show either: (1) a medical professional has advised that wearing a Face Covering may pose a risk to the person wearing the mask for health-related reasons; or (2) wearing a Face Covering would create a risk to the person related to their work as determined by local, state, or federal regulators or workplace safety guidelines. A Face Covering should also not be used by anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the Face Covering without assistance.

Conclusion

The intent of this Order is to ensure that all people who are visiting or working at Essential Businesses



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and all people who are seeking care at healthcare facilities or engaged in certain types of public transit or transportation with others wear a Face Covering to reduce the likelihood that they may transmit or receive the COVID-19 virus. The intent of this Advisory is also to ensure that people who work for or seek services from entities engaged in Essential Infrastructure work, Minimum Basic Operations, or Essential Government Functions also wear a Face Covering when they are in close proximity to others. In so doing, this Advisory will help reduce the spread of the COVID-19 virus and mitigate the impact of the virus on members of the public and on the delivery of critical healthcare services to those in need. All provisions of this Advisory must be interpreted to effectuate this intent.

A handwritten signature in black ink that reads "Karen Haught".

Karen Haught MD, MPH
Health Officer of Tulare County

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of Emergency now exists in the State of California due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19; and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20, ordering that all Californians shelter in place to preserve public health and safety ("Shelter in Place Order"); and

WHEREAS, the Shelter in Place Order has been successful in slowing the transmission and infection rate of COVID-19 in the State of California; and

WHEREAS, on March 19, 2020 the County Health Officer of the County of Tulare issued an EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES, GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR RECREATIONAL ACTIVITIES, which order was extended on April 8, 2020, and amended on May 5, 2020 (the "Amended Emergency Order"); and

WHEREAS, on April 14, 2020, the State of California presented the Pandemic Roadmap, a four-stage plan for modifying the Shelter in Place Order, and defining the statewide current status under the plan as being at Stage 1; and

WHEREAS, on May 4, 2020, the State announced that entry into Stage 2 of the plan would begin on May 8, 2020 for all Counties, subject to certain conditions and certain guidance; and

WHEREAS, advancement within the Pandemic Roadmap by an individual County can be accomplished by meeting certain State-defined criteria and procedures; and

WHEREAS, the Pandemic Roadmap is designed to prevent the spread of COVID-19 in California while allowing parts of our state to safely reopen; and

WHEREAS, it is advisable that the State criteria, procedures, and guidance for the stages of the Pandemic

Roadmap become mandatory in the incorporated and unincorporated areas of County of Tulare.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. **The Amended Emergency Order** is hereby terminated. Any previous Public Health Orders, other than the Emergency Declaration dated March 11, 2020, not previously terminated by the Amended Emergency Order are hereby terminated.
2. **The Shelter in Place Order**, the emergency orders of the State Public Health Director related to the COVID-19 pandemic, and the State's Pandemic Roadmap and guidance issued with respect to the roadmap, as may be amended, modified, or supplemented from time-to-time by their makers, are hereby adopted as emergency orders of the County Health Officer of the County of Tulare and enforceable as such.
3. **Only** the activities and businesses authorized by the County's current stage of the Pandemic Roadmap shall be allowed. The County's current stage of the Pandemic Roadmap can be found at <https://covid19.tularecounty.ca.gov/>.
4. **Bars, wineries, breweries and pubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
5. **Restaurants** shall follow the State's guidelines and shall be open only to drive-through or other pickup/delivery options and shall not open their in-restaurant seated dining nor allow consumption of food or beverages on-premises until allowed under the County's current stage of the Pandemic Roadmap.
6. **Food Trucks** shall follow the State's guidelines and shall not allow consumption of food or beverages on or about the premises until allowed under the County's current stage of the Pandemic Roadmap.
7. **Certified Farmers' Markets** shall follow the State's guidelines and shall space booths accordingly to increase social distancing and shall eliminate non-essential/non-related services, such as bands or other entertainment until allowed under the County's current stage of the Pandemic Roadmap.
8. **Gambling venues** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
10. **Gyms and health clubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
11. **All social gatherings**, including, but not limited to church services, meetings of service and social

clubs, conferences, conventions, and the like, shall be postponed or cancelled until allowed under the County's current stage of the Pandemic Roadmap.

12. **Outdoor recreational activities** shall be permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California. These social distancing requirements shall remain in place as they relate to Outdoor Recreation Activities until abolished under the County's current stage of the Pandemic Roadmap.
13. For those businesses closed under this Order, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided that they each observe the social distancing and best personal hygiene practices (including washing their hands often with soap and water for at least 20 seconds) outlined above.
14. No County permits for special events shall be granted, all County permits for special events previously issued are revoked or postponed, and no temporary ABC licenses shall be authorized by the County until social gatherings are permitted under the County's current stage of the Pandemic Roadmap.
15. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.
16. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
17. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
18. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
19. Pursuant to California Government Code section 41601, the chiefs of the police departments of the

Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.

20. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
21. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
22. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available at <https://covid19.tularecounty.ca.gov/>.
23. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.
24. Pursuant to Tulare County Ordinance Code sections 4-01-1070 and 4-01-1315, violations of this Order may be considered a public nuisance.
25. Pursuant to Tulare County Ordinance Code sections 1-23-1000 and 1-23-1015 violations of this Order shall be subject to an administrative fine or penalty.
26. All open businesses, facilities, retail food, venues shall ensure social distancing of six feet per person between those who are not members of the same household, limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, increase cleaning and sanitizing frequency of all contact areas, encourage use of online ordering with curbside pickup or delivery options in lieu of indoor shopping, remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds and wearing appropriate face covering when necessary.
27. Current guidance related to the Pandemic Roadmap is located at <https://covid19.ca.gov/roadmap/>.
28. Tulare County's Current Stage and information related to allowable businesses and activities is located at <https://covid19.tularecounty.ca.gov/>.
29. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between

persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.

30. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
31. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
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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

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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, Public 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.

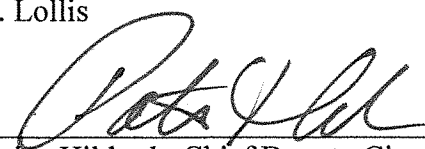
Section 6. This Ordinance is exempt from the requirements of CEQA pursuant to California Public Resources Code Section 21080(b) (4).

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)

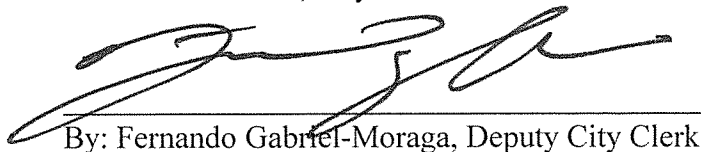
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

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

ALL

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

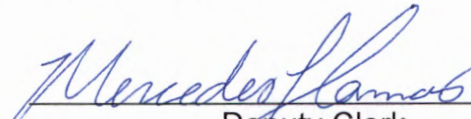
UPON MOTION OF SUPERVISOR TOWNSEND, SECONDED BY SUPERVISOR SHUKLIAN, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD OCTOBER 6, 2020, BY THE FOLLOWING VOTE:

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

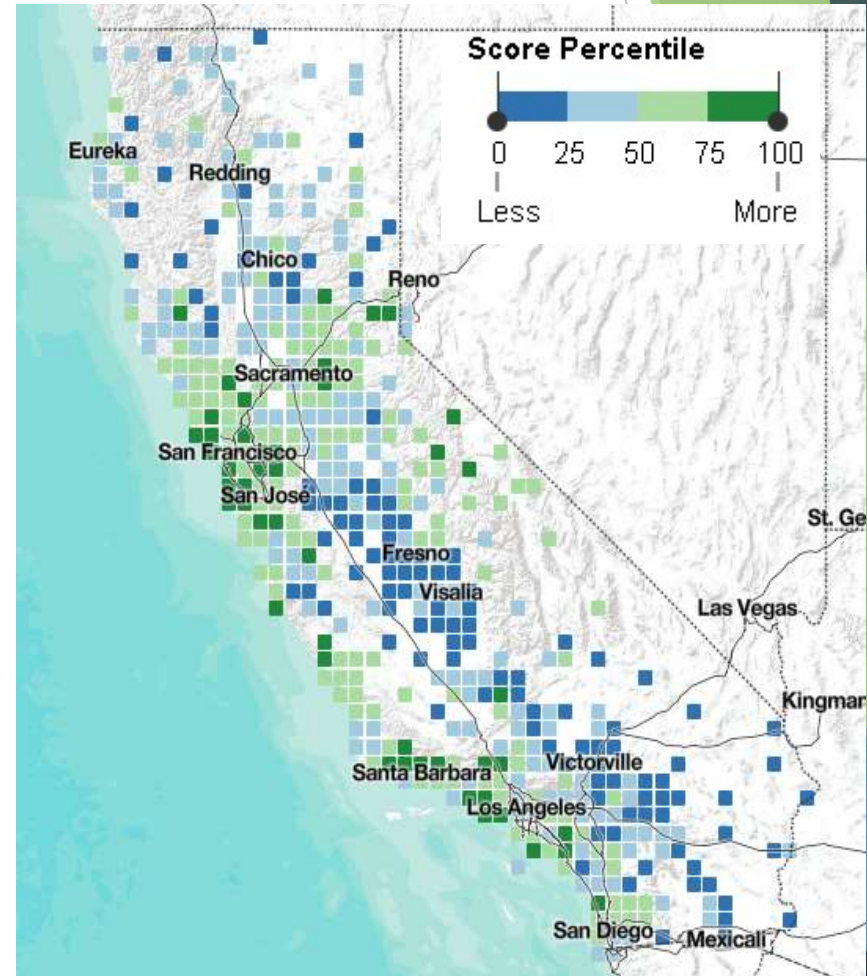
[5] See Harvard Health Preventing the spread of the coronavirus Social distancing, hand washing, and other preventive measures

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Department Website (cdph.ca.gov)



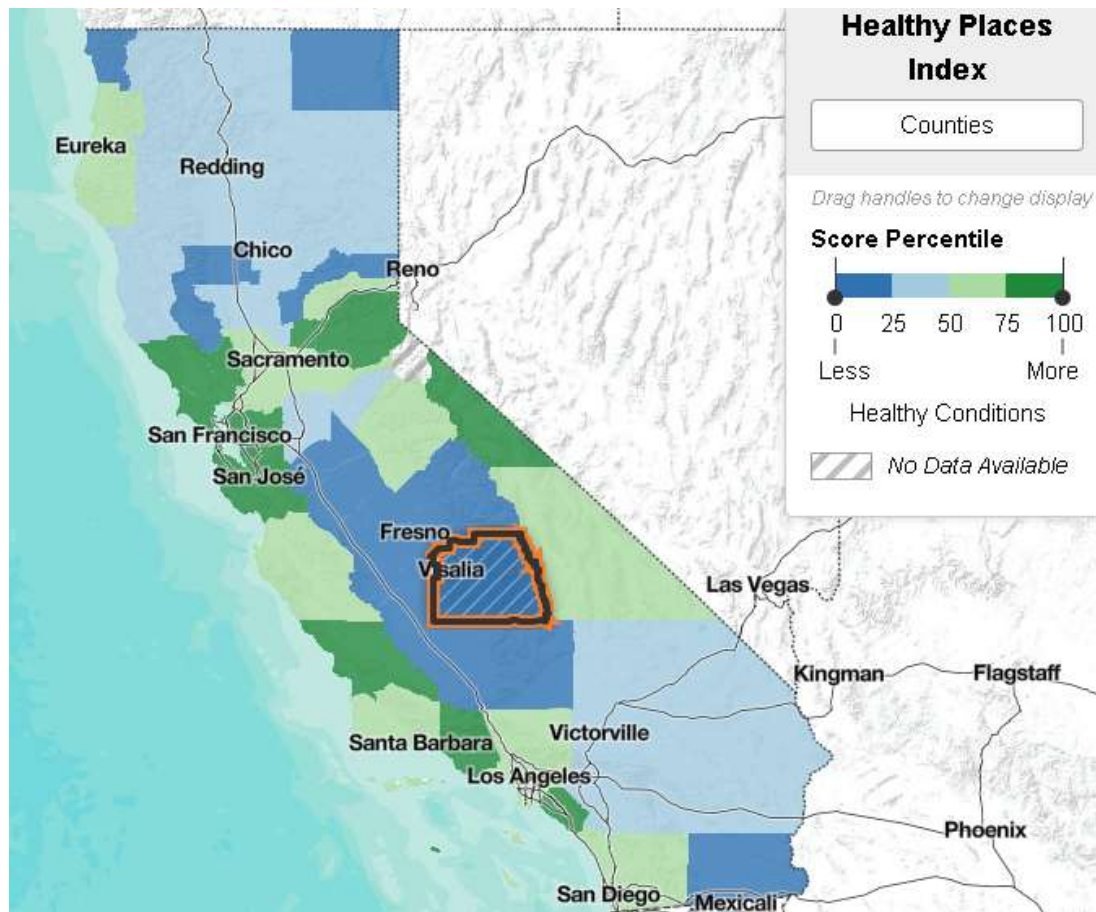
Healthy Places Index

- ▶ 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



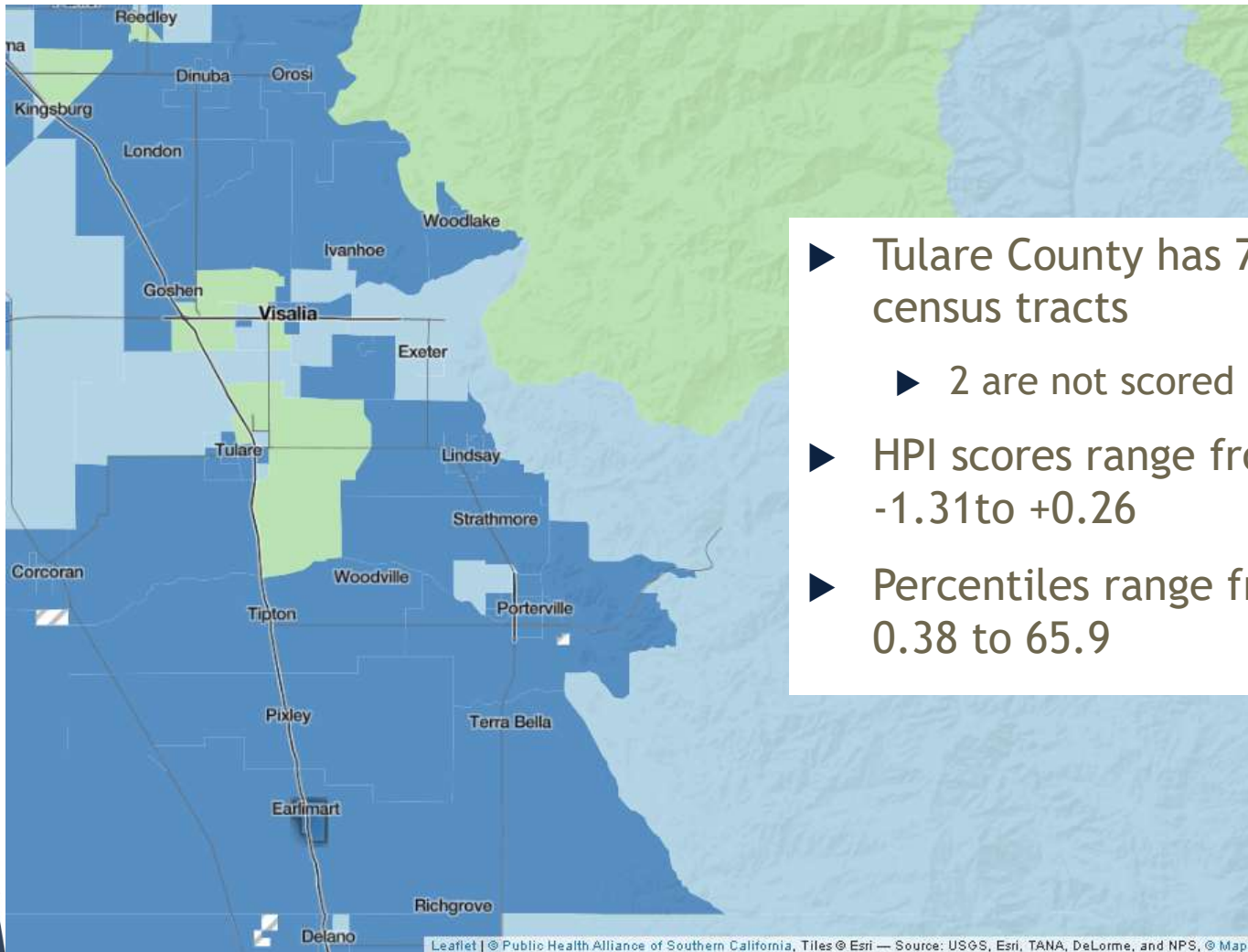
URL: <https://map.healthyplacesindex.org/>

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.

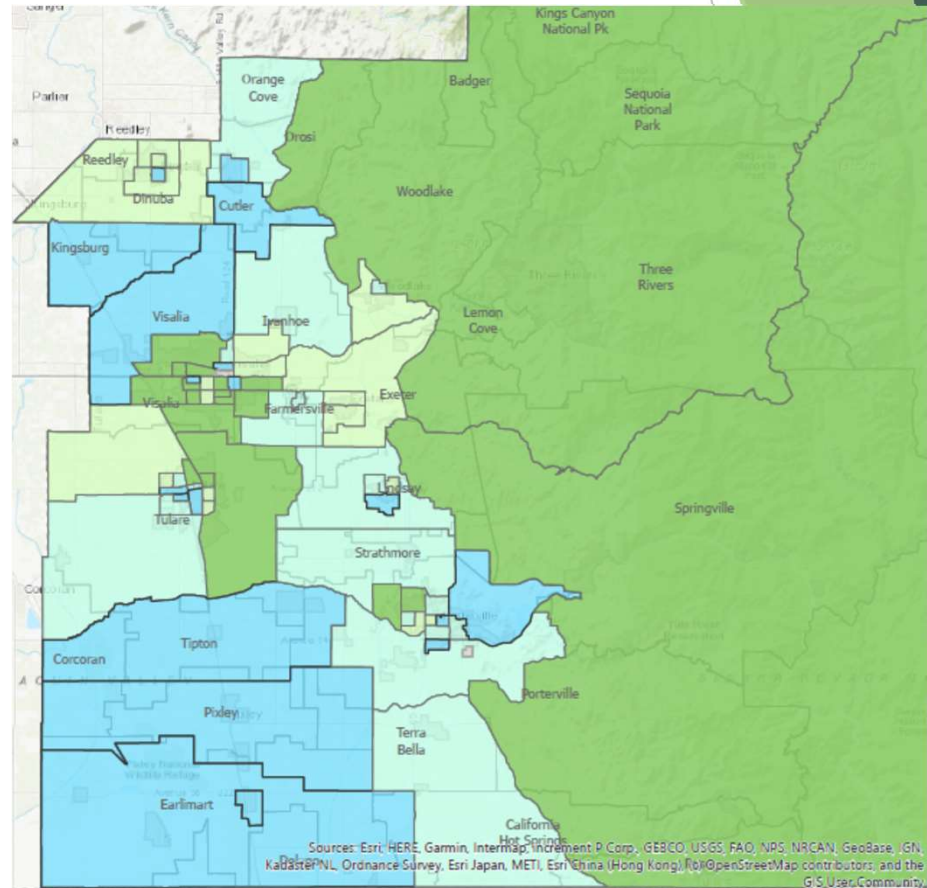
Tulare County Census Tracts - HPI Ranking is Statewide



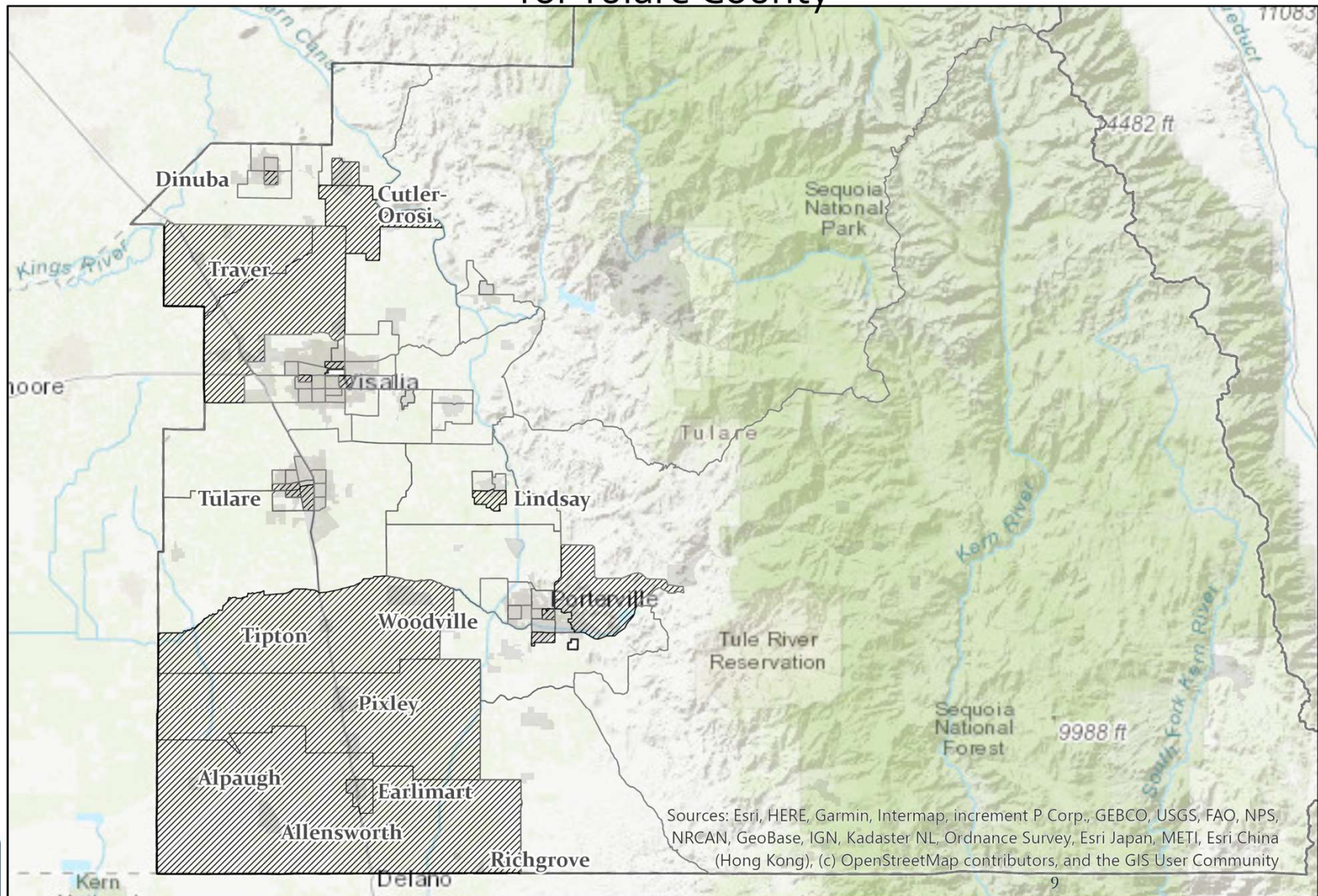
- ▶ Tulare County has 78 census tracts
 - ▶ 2 are not scored
- ▶ HPI scores range from -1.31 to +0.26
- ▶ Percentiles range from 0.38 to 65.9

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



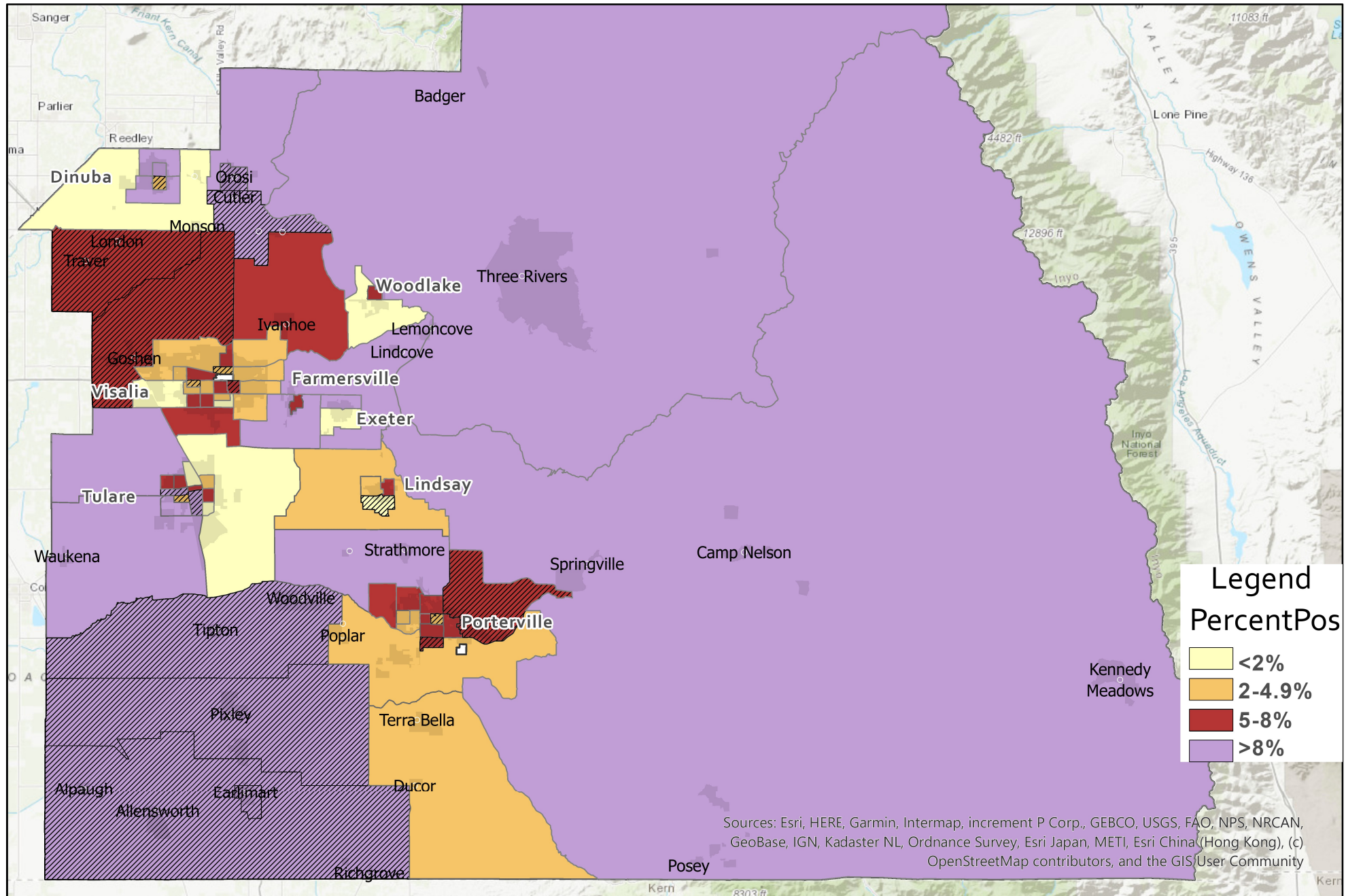
Health Equity Blueprint Metric

- ▶ 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%

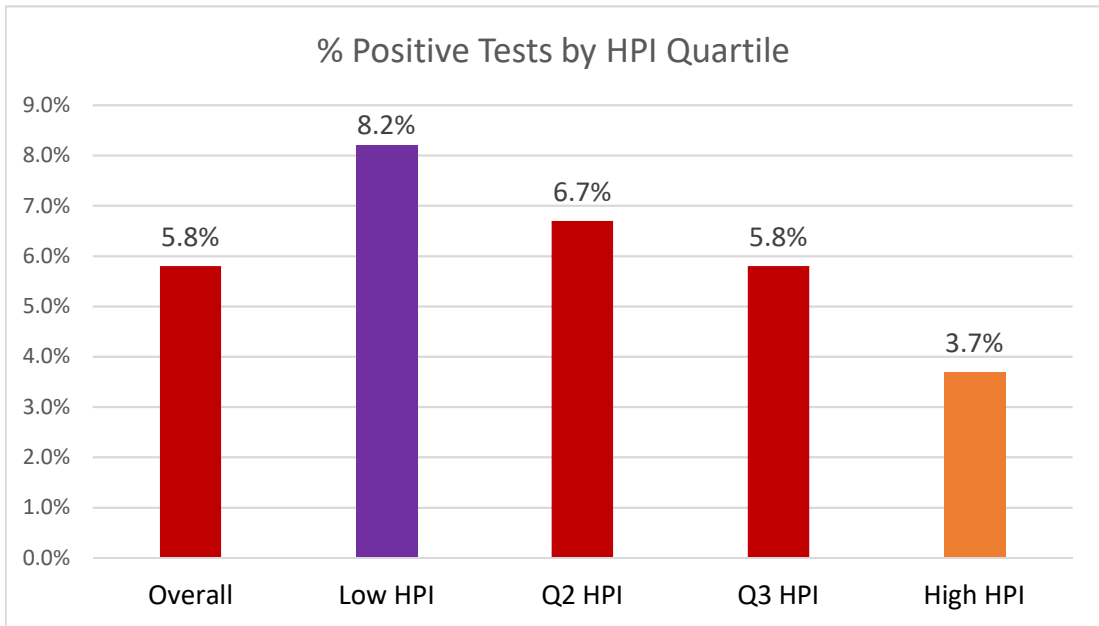
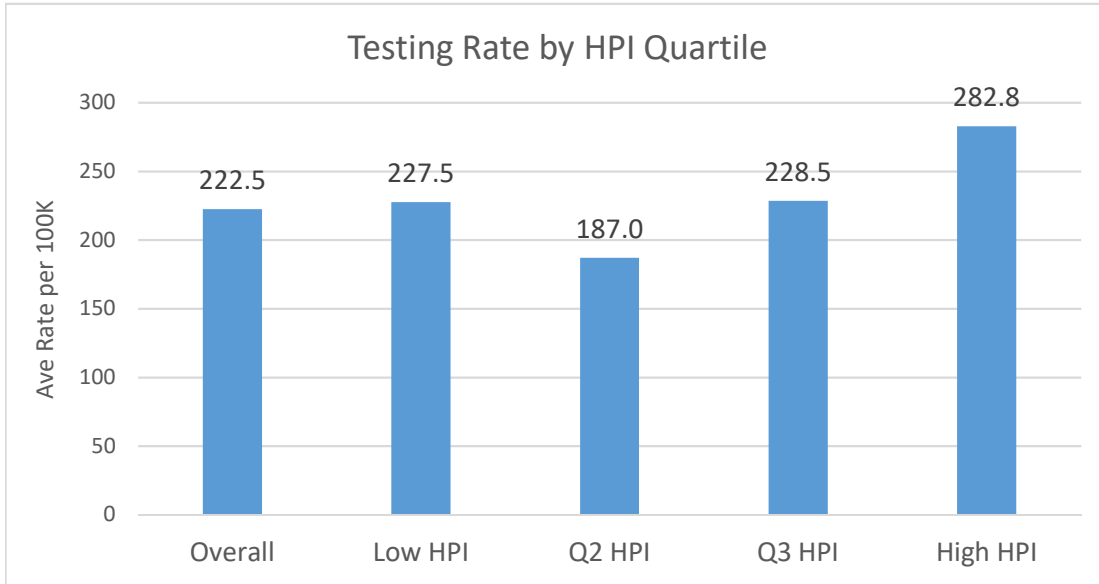
Note that for small areas such as individual census tracts, data shifts from week to week.

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) 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



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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

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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

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)



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) Required 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.

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	AS OF 4/30/2021	Mar20-Apr21 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	463,169.58	307,227.24
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	283,872.70	112,688.08
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	253,118.65	97,946.82
	<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>1,000,160.93</u>	<u>517,862.14</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	AS OF 4/30/2021
<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	136,401.32
SEWER	52,277.64	58,084.50	72,859.41	86,319.62	89,123.66	91,956.88	75,986.90	75,826.94
REFUSE	48,702.32	53,684.83	67,003.48	79,775.81	82,218.54	84,749.70	69,308.69	68,560.70
	<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>288,774.89</u>	<u>280,788.96</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>1,379,763.84</u>	<u>1,280,949.89</u>

FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cites	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
 - ✓ Vaccination programs
 - ✓ Medical expenses
 - ✓ Testing
 - ✓ Contact tracing
 - ✓ Isolation or quarantine
 - ✓ PPE purchases
 - ✓ Support for vulnerable populations to access medical or public health services
 - ✓ Public health surveillance (e.g., monitoring for variants)
 - ✓ Enforcement of public health orders
 - ✓ Public communication efforts
 - ✓ Enhancement of healthcare capacity, including alternative care facilities
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
 - ✓ Enhancement of public health data systems
 - ✓ Capital investments in public facilities to meet pandemic operational needs
 - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
 - ✓ Mental health treatment
 - ✓ Substance misuse treatment
 - ✓ Other behavioral health services
 - ✓ Hotlines or warmlines
 - ✓ Crisis intervention
 - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

2. **Addressing the negative economic impacts caused by the public health emergency**

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

3. Serving the hardest-hit communities and families

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

4. Replacing lost public sector revenue

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

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| ✓ Staff at nursing homes, hospitals, and home-care settings | ✓ Truck drivers, transit staff, and warehouse workers |
| ✓ Workers at farms, food production facilities, grocery stores, and restaurants | ✓ Childcare workers, educators, and school staff |
| ✓ Janitors and sanitation workers | ✓ Social service and human services staff |
| ✓ Public health and safety staff | |

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

6. Investing in water and sewer infrastructure

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

7. Investing in broadband infrastructure

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.