



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 15, 2021, 5:30 PM**

Pursuant to Executive Order N-29-20, signed by Governor Newsom on March 17, 2020, and in an effort to protect public health and slow the rate of transmission of COVID-19, the City of Porterville is allowing for and encouraging electronic participation at City Council Meetings.

Until further notice, Porterville City Council Meetings will be livestreamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>. Public comments may be submitted to CouncilMeetingComments@ci.porterville.ca.us and will be read aloud for Council consideration during Oral Communications or during any public hearings as applicable. Members of the public are encouraged to submit comments prior to 6:30 p.m., Tuesday, June 15, 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 June 15th, 2021

Please use the following link below to join the webinar:

<https://zoom.us/j/95569151103?pwd=RTZpaTd6dkNYOTJjZTZ5QTZkd3pRUT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **955 6915 1103** Passcode: **844065**

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: 311 N. Second Street, Porterville, CA. Agency Negotiator: John Lollis and Jason Ridenour. Negotiating Parties: City of Porterville and Thomas and Kerry De La Rosa, 2001 Living Trust. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Porterville Peace Officers Association, Porterville City Firefighters Association, Fire Officer

Series, and all unrepresented management employees.

3 - Government Code Section 54956.95 – Liability Claim: Claimants: Adam Shields; Jesse Ray Shields, a minor; Violet Shields, a minor; and Rose Shields, a minor. Agency claimed against: City of Porterville.

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

5 - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (1) case concerning Notice of Violation No. 5026493 from the San Joaquin Valley Unified Air Pollution Control District issued June 7, 2021; and three (3) cases in which facts are not yet known to potential plaintiff.

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

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

Pledge of Allegiance Led by Council Member Stowe
Invocation

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. Eastern Tule Groundwater Sustainability Agency - June 3, 2021
2. City Internal Audit Committee - June 7, 2021
3. Library Facility Planning Committee - June 10, 2021
4. Tulare County Water Commission Meeting - June 14, 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 - June 3, 2021
 - 2. Library & Literacy Commission
 - 3. Arts Commission - May 25, 2021
 - 4. Animal Control Commission
 - 5. Youth Commission
 - 6. Transactions and Use Tax Oversight Committee (TUTOC) - May 26, 2021
- II. Staff Informational Reports
 - Water Conservation Phase IV Status Update

CONSENT CALENDAR

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

- 1. **Purchase of Communications Equipment for Battalion Chief Command Vehicles**
Re: Consideration to authorize the purchase of a secondary radio system for three command vehicles at a cost not to exceed \$17,336.82 from Cooks Communications.
- 2. **Authorization to Repair Refuse Truck**
Re: Consideration to authorize refuse truck repair by E.M Tharp at a cost not to exceed \$8,731.65.
- 3. **Authorization to Advertise for Bids - Public Safety Building Storage**
Re: Considering approval of staff's Plans and Project Manual for the project which includes the construction of storage building.
- 4. **Acceptance of Three Compressed Natural Gas (CNG) Refuse Trucks**
Re: Consideration to accept three Compressed Natural Gas (CNG) Refuse Trucks project as complete.
- 5. **Reclamation Area Lease Agreement - Reduction of Acreage**
Re: Authorization of Amendment No. 3 to City of Porterville Reclamation Area Lease Agreement - Reduction of Acreage with Perigo Roadsiding.
- 6. **Authorization of Agreement Renewal Between the City of Porterville and Porterville Unified School District for the Youth Experiencing Success (YES) Program**
Re: Consideration to authorize the Agreement renewal between the City of Porterville and Porterville Unified School District.
- 7. **Cooperative Agreement with California Highway Patrol for Use of the Police Firing Range**
Re: Considering approval of a three year agreement with the California Highway Patrol for use of the Police Firing Range.
- 8. **Authorization of Service Agreement with Via Mobility and CalStart for Federal**

Transit Administration Helping Obtain Prosperity for Everyone Program (HOPE) Planning Grant

Re: Consideration of approval of Service Agreement with Via Mobility and CalStart for zero-emission mobility-as-a-service and enhancing grid resiliency planning at a total cost of \$407,000.

9. **Addendum No. 2 to 4Creeks Villa Street Reconstruction Service Agreement**
Re: Consideration to authorize Addendum No. 1 to 4Creeks' Service Agreement at an agreed upon fee of \$59,750.
10. **FirstNet Service Contract for Fire Department**
Re: Consideration to authorize the Fire Department's involvement in FirstNet, including the one-time purchase of devices in the amount of \$9,639.87 and a monthly service fee of \$520, for emergency communications.
11. **Approve Memorandum of Understanding with the Tulare County Regional Transit Agency for Administrative Services**
Re: Approval of a Memorandum of Understanding between the Tulare County Regional Transit Agency (TCRTA) and the City of Porterville for Administrative Services.
12. **Parks and Leisure Services Commission Meetings**
Re: Consideration to approve the Parks and Leisure Services Commission's request to go on hiatus during the summer months.
13. **Approval of Resolution Authorizing the Filing of Regional Surface Transportation Program Exchange Program Fund Claim for the Year 2020-2021**
Re: Consideration to authorize and direct the Finance Director to sign and submit the FY 2020-2021 Regional Surface Transportation Program Exchange Program fund claim to the Tulare County Association of Governments in the amount of \$676,015.
14. **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

15. **Adoption of Fiscal Year 2021-2022 Budget**
Re: Consideration of adoption of the proposed 2021-2022 Fiscal Year Budget.
16. **Consideration of Conduit Financing for the Finca Serena Affordable Housing Project**
Re: Consideration to adopt the draft Resolution approving the issuance of the Bonds by the CMFA for the benefit of UP Holdings California, LLC., to provide for the financing of the project.

SCHEDULED MATTERS

17. **Consideration of Community Development Block Grant – CV Non-Profit Grant Application for Central California Family Crisis Center Inc.**
Re: Consideration to approve the CDBG-CV grant request in the amount of \$175,000 for Central California Family Crisis Center.

18. **Receipt of Letter of Resignation from Council Member Peñaloza and Consideration of Options to Fill Vacancy for District I**
Re: Resignation from the City Council submitted by Council Member Peñaloza dated June 2, 2019, and consideration of the process to fill the vacant City Council seat representing District 1.
19. **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.

Adjourn to a Joint Meeting of the City Council, Porterville Public Improvement Corporation, and Public Financing Authority.

JOINT MEETING OF THE
PORTERVILLE CITY COUNCIL, PORTERVILLE PUBLIC IMPROVEMENT
CORPORATION
AND PORTERVILLE PUBLIC FINANCING AUTHORITY
291 N. MAIN STREET, PORTERVILLE, CA 93257
TUESDAY, JUNE 15, 2021

Roll Call: City Council Members/Mayor and Directors/President

WRITTEN COMMUNICATION

ORAL COMMUNICATIONS

JOINT SCHEDULED MATTERS

20. **Refinancing of the 2015 Certificates of Participation**
Re: Consideration of the refinancing of the 2015 Certificates of Participation, and authorization to execute all draft resolutions, agreements, and documents as may be required.

Adjourn to a meeting of the Porterville City Council.

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 July 6, 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 – JUNE 15, 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 transitioned 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 May 2021 show that a total of one hundred twenty-one (121) Notices of Violation were issued for water wasting, and zero (0) Administrative Citations was issued.

Water production for May 2021 shows a 10% increase from the 5-year average. The production for the month of May 2021 was 338 million gallons, which when compared to the production for the month of May 2013 of 472 million gallons, equates to a 28.39% decrease. Residential consumption for May 2021 was 126.12 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two formats: 1. Calculate the cumulative conservation totals for production as compared to production in 2013; and 2. Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total of production for the City of Porterville's conservation efforts will reflect June 2015 through May 2021. Porterville's cumulative total production conservation through May 2021 is 20.37%. The cumulative total of GPCD for

the City of Porterville's conservation efforts will reflect June 2015 through May 2021. Porterville's cumulative total GPCD conservation through May 2021 is 25.0%.

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

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

RECOMMENDATION: Information Only

ATTACHMENTS:

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

Appropriated/Funded:

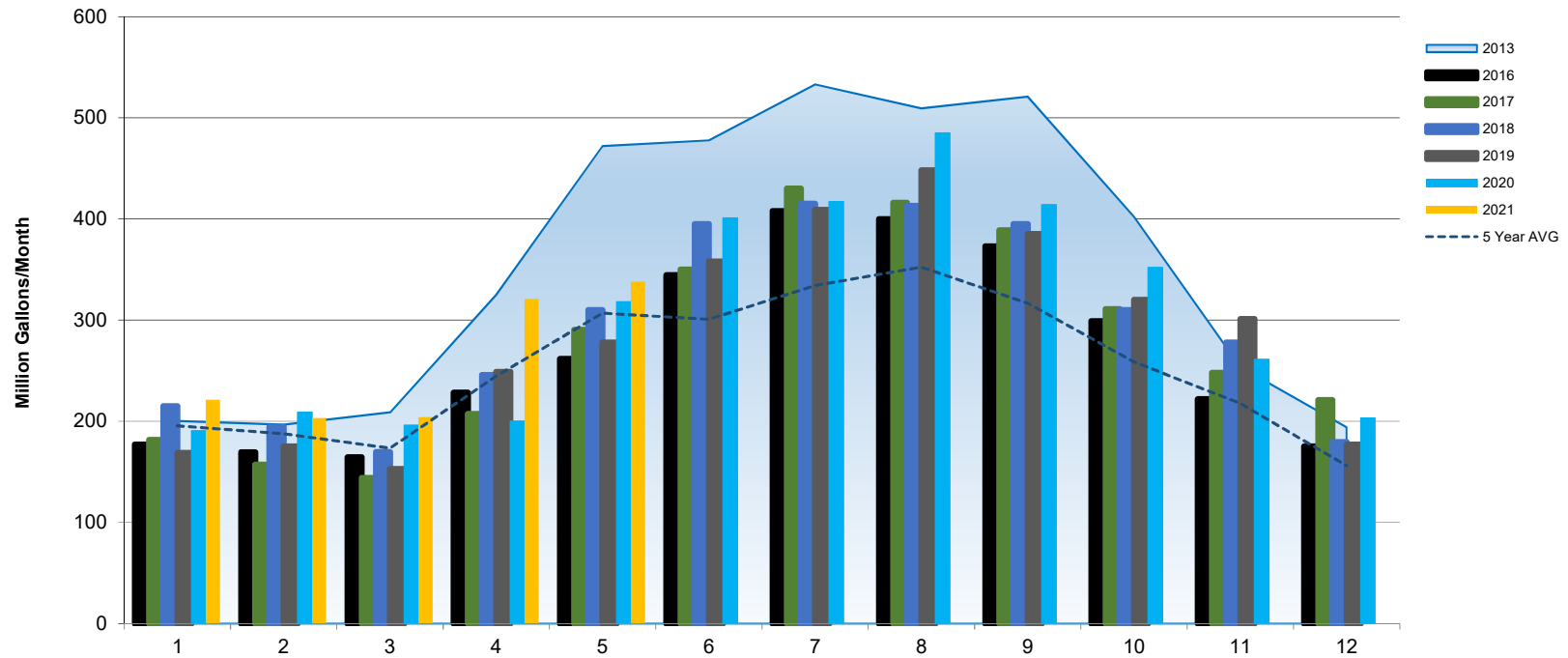
Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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

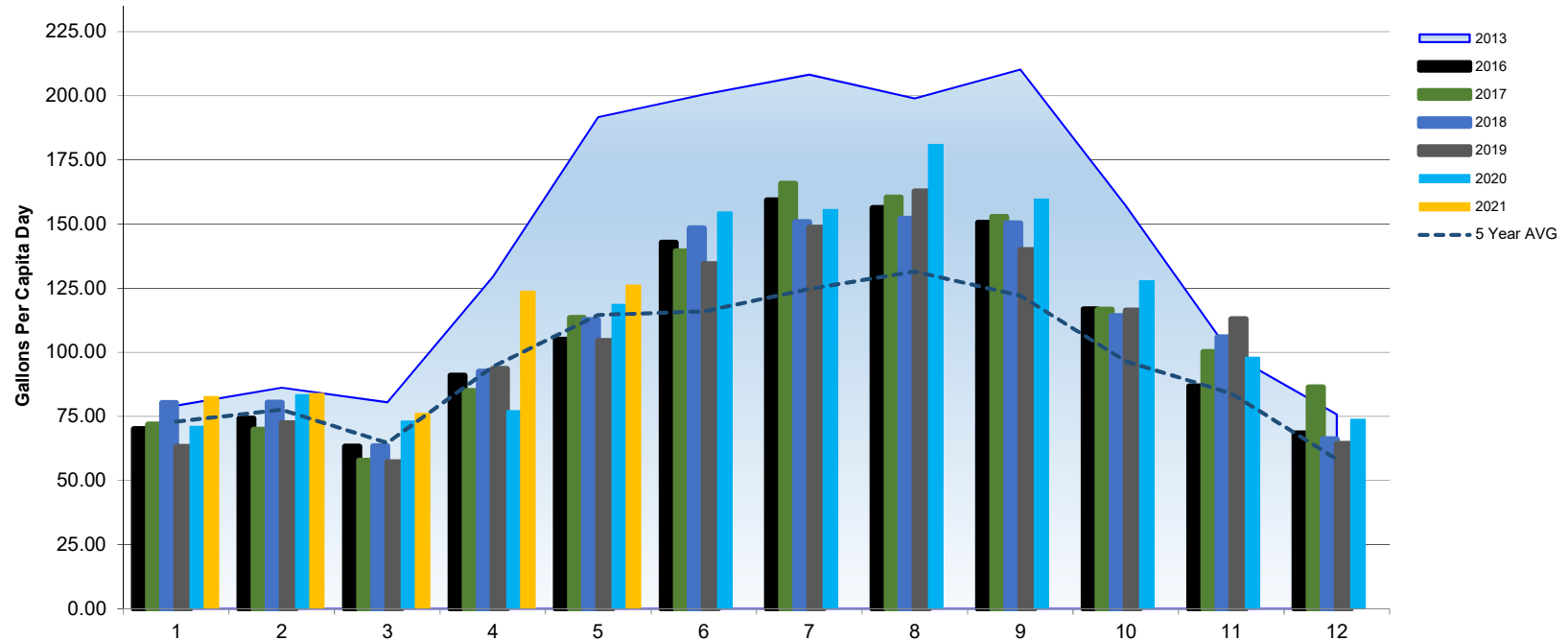


Production Cumulative Total 20.4%

	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%	-28%							

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 25.0%

	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%	-34%							

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

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



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Purchase of Communications Equipment for Battalion Chief Command Vehicles

SOURCE: Fire

COMMENT: As the Fire Department continues to expand and develop its Chief Officer presence on fire scenes, incident communications and the equipment necessary to achieve them is a high priority. All command vehicles currently have a single radio in the cab of the vehicle, and Chief Officers are each issued a hand-held radio, which has for years served as the work-around providing a two-radio functionality. However, as the incidence of wildfires and grass fires increases, the Fire Department is partnering on scenes where multiple agencies are coordinating efforts, as is frequently the case on larger incidents at the urban wildland interface. In cases such as a recent Blue Heron Parkway incident, Tulare County Fire, CalFire, and the Porterville Developmental Center were all assisting in the Fire Department's response. Each of these agencies would manage its own TAC channel, and the Chief Officer commanding the scene and coordinating with other agencies would benefit from the option to listen to all applicable radio traffic without having to use a scan function.

It is important to improve the quality of command communications for the Battalion Chiefs in particular, to allow for more efficient communications among different departments as well as the dispatch center. Staff has analyzed different options for radio equipment for command vehicles and has found a preferred solution. The attached quotes were created individually per vehicle, but share the common function of providing an additional radio in the cab of the vehicle, which would also include a dual-head device in the rear of the vehicle. This set up would allow the Battalion Chief to use the secondary radio while en route or in a mobile command configuration, or to use it from the rear command center of the vehicle, which is often used on the largest of incidents, when the Battalion Chief's vehicle is serving as Incident Command.

Cooks Communications is the only local resource to provide and install the communications equipment used by the Fire Department. Quotes obtained from Cooks (attached) represent that the cost of the dual-head radio and all appurtenant equipment and installation is \$5778.94 per vehicle, at a total cost of \$17,336.82. Funding is available for this purchase from the Fire Department's equipment replacement budget.

RECOMMENDATION: That the City Council authorize the purchase of a secondary radio

system for three command vehicles at a cost not to exceed \$17,336.82 from Cooks Communications.

ATTACHMENTS:

1. Cooks Estimate- Porterville Fire F-250 add a dual head radio BC-77
2. Cooks Estimate- Porterville Fire F-250 add a dual head radio BC-78
3. Cooks Estimate- Porterville Fire F-250 add a dual head radio BC-79

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLEF

Quote No.: 10854

Phone: (559) 233-8818

(559) 268-8506

Quote To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Porterville, CA 93257

Phone: (559) 782-7526

Fax:

Phone: (559) 782-7526

Email:

Date	Ship Via	F.O.B.	Terms	
05/21/21		Origin	Net 30	
Purchase Order Number	Sales Person			Expiration Date
	David Burchfield			07/20/21
Quantity Required	Item Number	Description	Unit Price	Amount

*****2019 FORD F-250*****
***ADD A 2ND D.H. RADIO**
*****BC-77 city ID 2177*****

1	C-EB25-KNG-1P	Havis 2.5" Faceplate fits BK M150 Remote	24.00	24.00
2	MMSU-1	Magnetic Mic Conversion Kit	35.00	70.00
		RADIO EQUIPMENT		
1	KNG-M150R	BK 136-174Mhz, P25, 5000CH 50 watt, Remote Mount. KAA0630 & KAA0261 Included	1788.00	1788.00
1	KZA0583	BK Vote Scan Option (Factory Installed)	57.00	57.00
2	KAA0660	Relm/BK Remote Control Head Plug & Play	867.00	1734.00
2	KAA0290R	BK Handheld Programming Mic R/A Connector	271.00	542.00
1	KAA0636	Cable Assy Remote Mount 17'	116.00	116.00
1	KAA0637	Cable Assy Remote Mount 25' KNG-MxxxR	122.00	122.00
1	ROOF-FT-NITI	Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax & RFU505ST	85.00	85.00
1	RFN10053C	N Connector RG58	15.15	15.15
1	MATERIALSFEE1	Installation Material Bundle	50.00	50.00
6.000	LAISREG	Shop Installation OF DUAL REMOTE HEAD RADIO; FRONT CONTROL HEAD MOUNTED ON THE FRONT OF THE CONSOLE; REAR CONTROL HEAD	125.00	750.00

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLEF

Quote No.: 10854

Phone: (559) 233-8818

(559) 268-8506

Quote To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Porterville, CA 93257

Phone: (559) 782-7526

Fax:

Phone: (559) 782-7526

Email:

Date	Ship Via	F.O.B.	Terms	
05/21/21		Origin	Net 30	
Purchase Order Number	Sales Person			Expiration Date
	David Burchfield			07/20/21
Quantity Required	Item Number	Description	Unit Price	Amount

MOUNTED ON THE REAR SLIDE OUT
UNDER THE EXISTING CONTROL HEAD.
WILL NEED TO MODIFY MOUNTING AREA
AND RELOCATE USB CHARGING PORT.

Unit#

19 FORD F-250

Lic# Vin#*

Mileage-

Subtotal	5353.15
Sales tax @ 9.25000%	425.79

Total	5778.94
-------	---------

We appreciate your continued patronage

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLEF

Quote No.: 10879

Phone: (559) 233-8818

(559) 268-8506

Quote To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Porterville, CA 93257

Phone: (559) 782-7526

Fax:

Phone: (559) 782-7526

Email:

Date	Ship Via	F.O.B.	Terms	
05/28/21		Origin	Net 30	
Purchase Order Number		Sales Person		Expiration Date
		David Burchfield		07/27/21
Quantity Required	Item Number	Description	Unit Price	Amount
		*****2019 FORD F-250***** ***ADD A 2ND D.H. RADIO** ****BC-78 City ID 2178****		
1	C-EB25-KNG-1P	Havis 2.5" Faceplate fits BK M150 Remote	24.00	24.00
2	MMSU-1	Magnetic Mic Conversion Kit	35.00	70.00
		RADIO EQUIPMENT		
1	KNG-M150R	BK 136-174Mhz, P25, 5000CH 50 watt, Remote Mount. KAA0630 & KAA0261 Included	1788.00	1788.00
1	KZA0583	BK Vote Scan Option (Factory Installed)	57.00	57.00
2	KAA0660	Relm/BK Remote Control Head Plug & Play	867.00	1734.00
2	KAA0290R	BK Handheld Programming Mic R/A Connector	271.00	542.00
1	KAA0636	Cable Assy Remote Mount 17'	116.00	116.00
1	KAA0637	Cable Assy Remote Mount 25' KNG-MxxxR	122.00	122.00
1	ROOF-FT-NITI	Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax & RFU505ST	85.00	85.00
1	RFN10053C	N Connector RG58	15.15	15.15
1	MATERIALSFEE1	Installation Material Bundle	50.00	50.00
6.000	LAISREG	Shop Installation OF DUAL REMOTE HEAD RADIO; FRONT CONTROL HEAD MOUNTED ON THE FRONT OF THE CONSOLE; REAR CONTROL HEAD	125.00	750.00

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLEF

Quote No.: 10879

Phone: (559) 233-8818

(559) 268-8506

Quote To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Porterville, CA 93257

Phone: (559) 782-7526

Fax:

Phone: (559) 782-7526

Email:

Date	Ship Via	F.O.B.	Terms	
05/28/21		Origin	Net 30	
Purchase Order Number	Sales Person			Expiration Date
	David Burchfield			07/27/21
Quantity Required	Item Number	Description	Unit Price	Amount

MOUNTED ON THE REAR SLIDE OUT
UNDER THE EXISTING CONTROL HEAD.
WILL NEED TO MODIFY MOUNTING AREA
AND RELOCATE USB CHARGING PORT.

Unit#

19 FORD F-250

Lic# Vin#*

Mileage-

Subtotal	5353.15
Sales tax @ 9.25000%	425.79

Total	5778.94
-------	---------

We appreciate your continued patronage

Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLEF

Quote No.: 10880

Phone: (559) 233-8818

(559) 268-8506

Quote To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Accounts Payable
Porterville, CA 93257-0000

Ship To: **City of Porterville Fire Dept**

40 W Cleveland Ave
Porterville, CA 93257

Phone: (559) 782-7526

Fax:

Phone: (559) 782-7526

Email:

Date	Ship Via	F.O.B.	Terms	
05/28/21		Origin	Net 30	
Purchase Order Number	Sales Person			Expiration Date
	David Burchfield			07/27/21
Quantity Required	Item Number	Description	Unit Price	Amount

*****2019 FORD F-250*****
***ADD A 2ND D.H. RADIO**
****BC-79 City ID 2179****

1	C-EB25-KNG-1P	Havis 2.5" Faceplate fits BK M150 Remote	24.00	24.00
2	MMSU-1	Magnetic Mic Conversion Kit	35.00	70.00
		RADIO EQUIPMENT		
1	KNG-M150R	BK 136-174Mhz, P25, 5000CH 50 watt, Remote Mount. KAA0630 & KAA0261 Included	1788.00	1788.00
1	KZA0583	BK Vote Scan Option (Factory Installed)	57.00	57.00
2	KAA0660	Relm/BK Remote Control Head Plug & Play	867.00	1734.00
2	KAA0290R	BK Handheld Programming Mic R/A Connector	271.00	542.00
1	KAA0636	Cable Assy Remote Mount 17'	116.00	116.00
1	KAA0637	Cable Assy Remote Mount 25' KNG-MxxxR	122.00	122.00
1	ROOF-FT-NITI	Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax & RFU505ST	85.00	85.00
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Thank You



Estimate

160 North Broadway
Fresno, CA 93701-1592

Customer No.: PORTERVILLEF

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Phone: (559) 782-7526

Fax:

Phone: (559) 782-7526

Email:

Date	Ship Via	F.O.B.	Terms	
05/28/21		Origin	Net 30	
Purchase Order Number	Sales Person			Expiration Date
	David Burchfield			07/27/21
Quantity Required	Item Number	Description	Unit Price	Amount

MOUNTED ON THE REAR SLIDE OUT
UNDER THE EXISTING CONTROL HEAD.
WILL NEED TO MODIFY MOUNTING AREA
AND RELOCATE USB CHARGING PORT.

Unit#

19 FORD F-250

Lic# Vin#*

Mileage-

Subtotal 5353.15

Sales tax @ 9.25000% 425.79

Total 5778.94

We appreciate your continued patronage

Thank You



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Authorization to Repair Refuse Truck

SOURCE: Public Works

COMMENT: Vehicle #6681, a 2014 Peterbilt Residential Refuse truck, has experienced failure of the radiator. The radiator must be replaced and the repair should be completed by a Peterbilt certified repair facility. This truck has at least three years of expected service life remaining.

Staff is requesting authorization to utilize E.M. Tharp, Inc. to replace the radiator, as they are the nearest Peterbilt certified repair facility, at an estimated cost of \$8,731.65 (inclusive of all parts, taxes, labor, including a 10% contingency). Funding is available in the Solid Waste Operating Budget.

RECOMMENDATION: That the City Council:

1. Authorize the refuse truck repair by E.M. Tharp, Inc. at a cost not to exceed \$8,731.65 (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. E.M. Tharp, Inc. Repair Estimate

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

NOT POSTED TO FLEET
UPDATED: 06/01/21 11:28 am PDT



Golden State Peterbilt - Porterville

15243 Road 192 Porterville, California 93257
Phone: (559) 782-5800



Case Number: 8582646 - Repair Order Number: 3070
Purchase Order Number: n/a
Service Writer: Sanders, Annalyn - Case Date: 05/12/21 08:40 am PDT

City Of Porterville	Unit #: 6681
Address: 291 NORTH MAIN STREET PORTERVILLE, CA 93257	Asset: 2014 Peterbilt 320 Miles
Phone: (559) 782-7456	Serial #: EF242017
Fax:	VIN: 3BPZL20X8EF242017
Cust #: 2992	Engine: ISL-G
	Engine Hours:



Complaint:
COOLANT LEAK

Operation	Operation	Labor	Parts	Core Charge	Total
1	Cooling System Check and Advise Complaint: COOLANT LEAK, CHK & ADVISE	\$340.00	\$0.00	\$0.00	\$340.00
2	Cooling System Repair Parts: (1.0) RADIATOR, (1.0) RADIATOR CORE AND TANK ASSEM, (10.0) SHELL ELD 50/50 RED Complaint: REPLACE RADIATOR	\$3,400.00	\$3,445.55	\$0.00	\$6,845.55

Notes: [5/12/2021 at 11:19 am PDT] - Unit 6681 was checked in at Golden State Peterbilt - Porterville, arrival time: 5/12/2021 at 08:41 am PDT.
Repair status set to Checked-in.
[5/12/2021 at 11:45 am PDT] - Approval Requested for the estimate version 1, total \$402.15. View the estimate.
Repair status set to Hold (auth).

Parts: \$3,445.55
Labor: \$3,740.00
Core: \$0.00
Haz. Waste: \$25.00
Shop: \$374.00
Freight: \$0.00
Tax: \$353.31
TOTAL: \$7,937.86

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED

BY: _____ DATE: ____/____/____



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Authorization to Advertise for Bids - Public Safety Building Storage

SOURCE: Engineering and Project Management

COMMENT: City staff through its consultant has completed the preparation of construction plans and specifications (i.e. Project Manual) for the construction of 636 square foot insulated metal storage building addition to the Public Safety Building that is to be used for evidence storage.

The Engineer's estimate of probable cost for the project is \$125,000. An additional \$12,500 (10%) is necessary for construction contingencies. Required fire protection consultant services are proposed by Wilson Fire Protection for \$5,269. It is anticipated that an additional \$2,231 is required for construction management, quality control, and inspection services for a total estimated cost of \$145,000.

Funding for this project is approved in the FY 2020/2021 budget utilizing Measure I funds.

RECOMMENDATION: That City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize a consultant services contract with Wilson Fire Protection for \$5,269; and
2. Authorize staff to advertise for bids on this project.

ATTACHMENTS:

1. Locator Map
2. Wilson Fire Sprinkler Co. Proposal

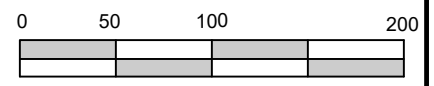
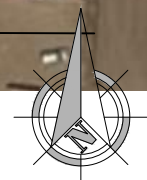
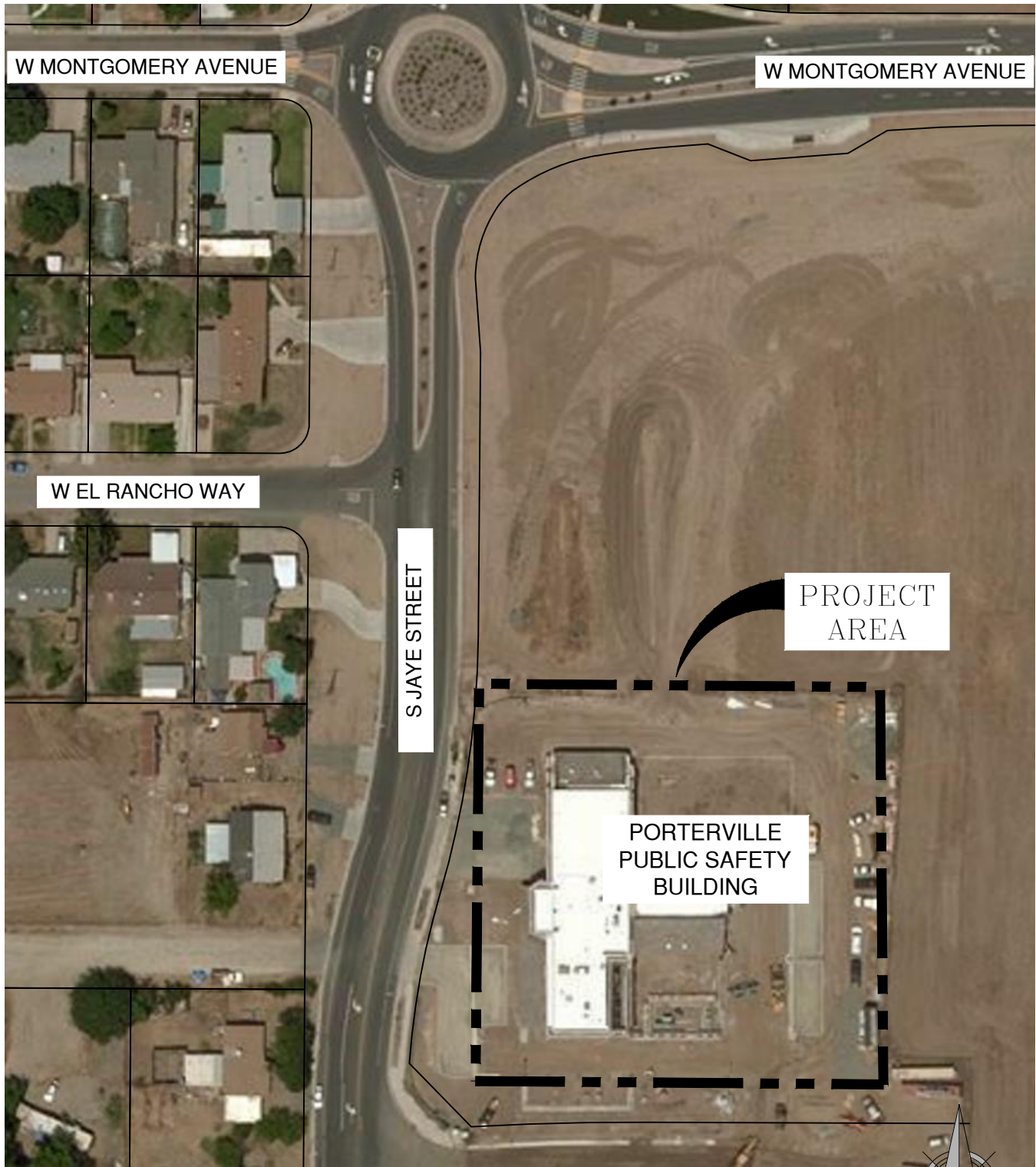
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



SCALE: 1"=100'

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

PUBLIC SAFETY BUILDING
LOCATED AT 980 SOUTH JAYE STREET
PORTERVILLE, CA 93257

DRAWN BY	KRS
CHECKED BY	-
SCALE	1" = 100'
DATE	1/15/2020

SHEET
1
OF
1



ΙΧΘΥΣ

***** PROPOSAL *****

JOB NAME Public Safety Station - Addition

BID NO. J20-3579

DATE 6/3/2021

P.O. Box 188, Selma, CA. 93662 (P) 559-896-2038 (F) 559-896-9312 Cont. Lic. #899212 DIR # 1000008581

Company: City of Porterville

Contact: Clayton Dignam

Billing Address: _____

License Number: _____

Phone: 559-782-7526

Cell: 559-333-0340

Email: cdignam@ci.porterville.ca.us

Section	Scope of Proposed Work/Material Supplied	Price
	<u>980 S. Jaye St., Porterville, CA. 93257</u>	
	Per NFPA 13 and Authority Having Jurisdiction	\$ 5,269
	* Wilson's point of connection shall be at existing 4" main above gym area.	
	* Shall run exposed piping from existing building to new structure.	
	* Shall install SIX fire sprinklers to accommodate new structure.	
	Underground =	N/A
	*** Price good for 30 days ***	

Exclusions/Substitutions/Qualifications

1. We exclude the cost of permit/fees.

2. Work to be done during normal business hours (M-F, 7am-4pm).

Yes/Inc	No/Exc	Activity	Yes/Inc	No/Exc	Fire Protection
X		Plans	X		Design Calculations/Engineering
	X	Specifications		X	System Sized - Future Improvements
X		Codes		X	Underground Riser Spool Prop.In/Tap Main
X		Shop Drawing/as-Builts		X	Trench/Backfill/Spoils Export/Stock Pile
X		Delivery		X	Pavement Cutting/Patching
X		Installation		X	Concrete Cutting and Coring
X		Hoisting of Materials		X	Alarm/Flow Switch
X		Sales Tax		X	Local Alarm Switch/Electric
	X	Permits/Fees		X	Fire Hydrants on Site/Off Site/Tap Main
	X	Fire Watch		X	Plugged Tees
	X	Electrical		X	Semi-Recessed Head ****Chrome****
	X	Pipe Bollards		X	Heads Centered in Ceiling Tiles 2' X 2'
	X	Painting of Pipe		X	Hose Racks/Cabinets
	X	Insulation of Pipe		X	Dry Pipe System
	X	Central Station		X	Fire Extinguishers
	X	Access Panels		X	Fire Pump

0 Addendums

By signing you are confirming that you would like for us to proceed.

Signature:

Date:



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Acceptance of Three Compressed Natural Gas (CNG) Refuse Trucks

SOURCE: Engineering and Project Management

COMMENT: At its meeting on December 3, 2019, the City Council awarded the contract for three CNG refuse trucks to E.M. Tharp of Porterville in the amount of \$922,258.72. E.M. Tharp has completed the purchase, assembly, and delivery of the three refuse trucks according to the City's specifications, and the City has taken possession of the one side-loader and two front-loader refuse trucks.

Funding for this project is from a federal Congestion Mitigation & Air Quality (CMAQ) grant in the amount of \$801,000, with the remaining \$122,258.72 being paid as previously approved from the Solid Waste Equipment Replacement Fund as the City's required local share.

E.M. Tharp delivered one truck in November of 2020, and the remaining two trucks were delivered in December 2020; staff has found all three vehicles to be in compliance with the purchase agreement. As a condition of the grant and project closeout procedures, the City must formally accept the project as complete before Caltrans will fully reimburse its share of the contract costs (\$801,000).

RECOMMENDATION: That City Council:

1. Accept the project as complete; and
2. Authorize the filing of the Notice of Completion by the City Clerks Office.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Reclamation Area Lease Agreement - Reduction of Acreage

SOURCE: Public Works

COMMENT: At its meeting on April 2, 2019, the City Council approved a five year extension of the Reclamation Area Lease Agreement with Rick Perigo Roadsiding. The Agreement was for the management of 682.4 acres of farmland located at the Wastewater Treatment Facility Reclamation Area. The lease amount was \$165 per acre for an annual sum of \$112,596.

Under Section 1.7 of the Agreement, signed on July 16, 2019, the City has the right to reduce or expand the acreage of the Premises and remove or add to this area for Lessee's use.

On March 17, 2021, City staff met with Kim Perigo to discuss upcoming projects which require all farming operation to cease on fields 10 and 35 before the end of June 2021. The removal of these fields decreases the total management acres to 619.4 acres and the new rental payment to \$102,201.

Amendment No. 3 to the Agreement will reflect the new acreage total and the new annual rental payment. Rental payment made through July 31, 2021 will be prorated and Perigo Roadsiding will be compensated accordingly. Compensation for loss of income from fields 10 and 35 will be calculated at fair market prices.

RECOMMENDATION: That the City Council:

1. Approve Amendment No. 3 to the Agreement between the City of Porterville and Rick Perigo Roadsiding, which includes the new acreage total of 619.4 acres and new annual rental payment of \$102,201 through the expiration of the Reclamation Lease Agreement on October 31, 2024.

ATTACHMENTS:

1. Draft Agreement Amendment No. 3
2. Exhibit A
3. Exhibit B

Appropriated/Funded:

Review By:

Item No. 5.

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

AMENDMENT NO. 3

To the Agreement between the
City of Porterville and Rick Perigo Roadsiding effective September 1, 2021

This Amendment No. 3 is made to the Reclamation Area Lease Agreement dated November 1, 2019, between the City of Porterville and Rick Perigo Roadsiding and in accordance with Section 1.7 of the Agreement, which allows written amendment to the original Agreement. The following sections are changed to read as follows:

Section:

1.3. For operational purposes, Exhibit B divides the Premises into portions identified as Field Numbers 5N; 5S; 7; 8; 9; 27; 28; 29; 30; 31; 32; 33; 34; 46; 160A, B, C, &D;

5.1. Beginning July 31, 2021, Lessee shall pay to the City, in lawful money of the United States, an annual rental in the amount of \$102,201 for 619.4 acres based on \$165 per acre for Lessee's use of the Premises and effluent water.

5.1.4. Upon mutual agreement by both parties, payment based on acreage calculations shall be reduced upon construction of a recycled water treatment facility or facilities that permanently reduce secondary effluent flows to the leased properties. The annual rental payment shall be reduced by calculating the yearly average secondary effluent flow over the most recent two year period and recording the actual yearly flow to recycled water facility (extraction from secondary effluent system). The gross irrigated lands (619.4 acres), in theory, will be reduced upon construction of a recycled water facility or facilities. Upon completion of such a facility of facilities the annual rental payment shall be reduced proportionally to the average annual flow over the most recent two-year period and the actual recorded annual flow to such a facility as defined by the following formula:

$$\frac{\text{Most recent 2 year total of secondary Effluent flow/2}}{619.4 \text{ acres}} = \frac{\text{Actual Annual Recorded Recycled Water Flow}}{X}$$

X = Reduction of Annual Lease area (acres)

All other terms and conditions of the Agreement and Amendment Nos. 1 and 2, not inconsistent with this Amendment, shall remain in full force and effect.

City of Porterville

By _____
Adrian Monte Reyes, Mayor

Date: _____

Lessee

By _____
Rick Perigo Roadsiding, Owner

Date: _____

Reclamation Area Legal Descriptions

Exhibit "A"

<i>Parcel</i>	<i>APN</i>	<i>LEGAL DESCRIPTION</i>	<i>ACRES</i>
<i>City of Porterville Airport Property</i>			
Parcel 1	302080011	SE/4 SEC 5-22-27	160.00
Total			160.00
<i>City of Porterville Lease Purchase</i>			
Parcel 2	302110059	E/2 OF N/2 OF SW/4 SEC 8-22-27	40.00
Parcel 3	302100015	LTS 34,35,46,47 ETC PVILLE FRUIT&FARMS TR RM 15-23	64.66
Total			104.66
<i>City of Porterville Old Perc Pond /Field # 46</i>			
Parcel 4	302130028	POR NE/4 SEC 18-22-27	46.54
Total			46.54
<i>City of Porterville Underhill Property</i>			
Parcel 5	302130008	W/2 OF SE/4 SEC 18-22-27	80.00
Parcel 6	302130007	E/2 OF SE/4 SEC 18-22-27	80.00
		Underhill Homesite (Police Shooting Range - Not part of Lease)	-15.20
Total			144.80
<i>City of Porterville Hunsaker Property</i>			
Parcel 7	302130019	POR S/2 SEC 17-22-27	79.26
Parcel 8	302130021	POR SW/4 SEC 17-22-27	84.14
Total			163.40
Total Management Acres			619.40

EXHIBIT "A"

Page 2 of 2

City of Porterville Reclamation Area

City Airport Property

302080011
160.00 ac

Parcel 1

Last updated 5/25/2021

Erlant-Kern Canal

West Street

Parcel 3
City of Porterville
302100015 64.66 ac

Parcel 2
City of
Porterville
302110059
40.00 ac

Tea Pot Dome Ave.

Road 216

Parcel 4
Old Perc Pond
City Property
302130028 46.54 ac

Underhill Homesite
(Police Shooting Range
- Not in Lease)

Parcel 5

Parcel 6

Parcel 8

Underhill Property

Parcel 7
Hunsaker Property

302130021
84.14 ac

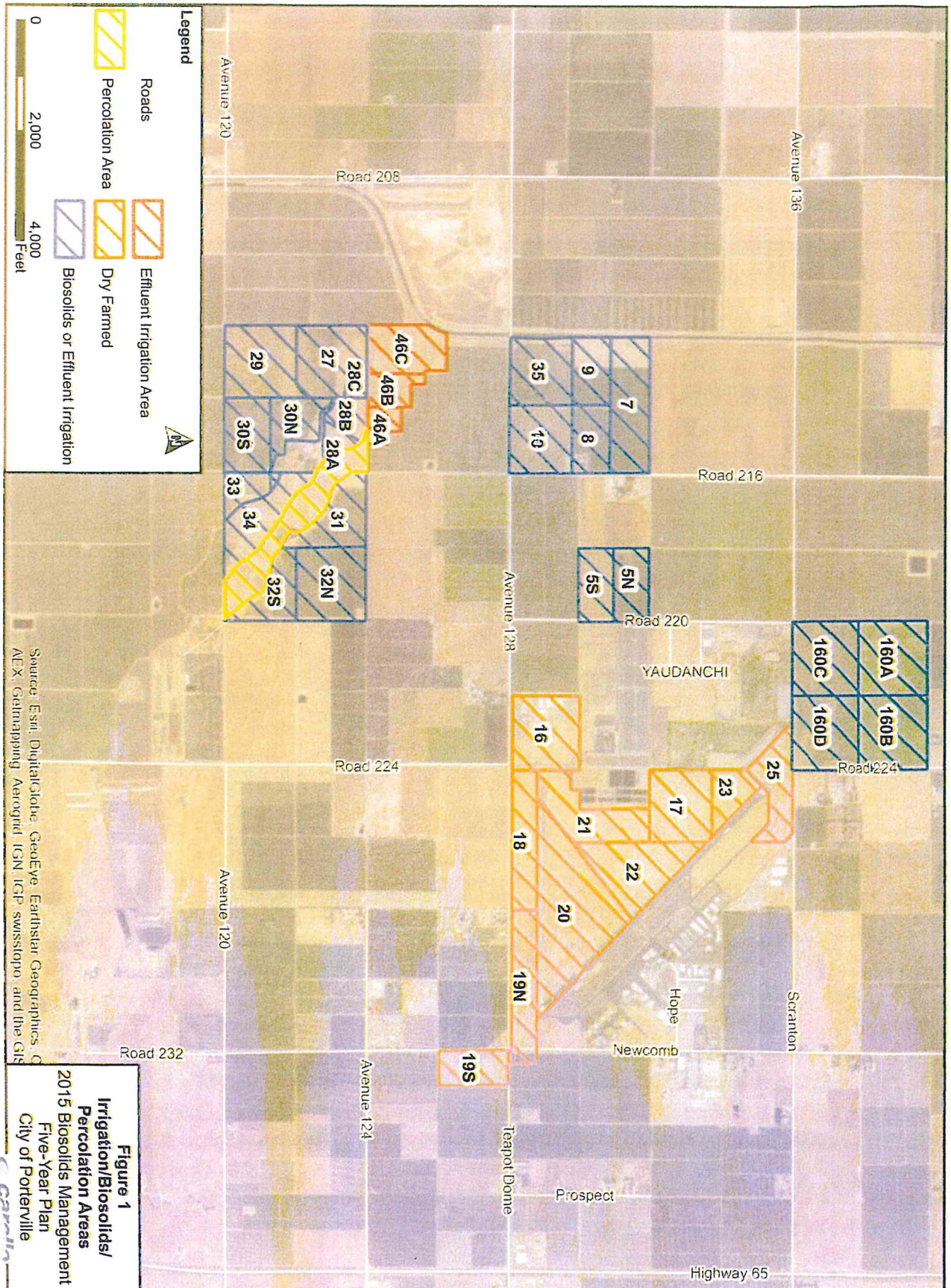
302130008
80.00 ac

302130007
80.00 ac

302130019
79.26 ac

Avenue 120

EXHIBIT "B"





CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Authorization of Agreement Renewal Between the City of Porterville and Porterville Unified School District for the Youth Experiencing Success (YES) Program

SOURCE: Parks and Leisure Services

COMMENT: For over twenty years, the City and Porterville Unified School District (PUSD) have worked collaboratively to provide an after school learning program that promotes educational and enrichment opportunities for youth in the community. This joint collaboration, the Youth Experiencing Success (YES) Program, has grown substantially throughout the years, to now encompass expanded operation at three middle schools and ten elementary schools.

PUSD receives funding from the After School Education and Safety Program to implement the YES Program. This program not only provides education and enrichment opportunities at no cost to students after school, but it also employs over 200 adults annually. The current Agreement is set to expire August 7, 2021. The proposed new Agreement will extend the term three additional years, and may be extended an additional three years by mutual agreement of the parties.

The YES Program operates weekdays during the school year from 1:30-6:00 PM, and may also include a different schedule due to minimum days, or sessions that occur on breaks such as winter, spring or summer. PUSD provides all curriculum, equipment and supplies needed for the Program. PUSD reimburses the City 109% of all Operational Personnel costs, and reimburses the City for any and all Workers Compensation claims costs. The City has the final authority in the hiring of its employees, completes injury/accident report forms, and administers all workers compensation claims. At its meeting on June 3, 2021, the Parks and Leisure Services Commission voted unanimously to recommend that the City renew the YES Program Agreement with PUSD. PUSD has reviewed the Agreement and is amenable to the renewal.

RECOMMENDATION: That the City Council authorize the Agreement renewal between the City of Porterville and Porterville Unified School District for the Youth Experiencing Success Program for an additional three years.

ATTACHMENTS: 1. Draft 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
PORTERVILLE UNIFIED SCHOOL DISTRICT REGARDING
YOUTH EXPERIENCING SUCCESS (YES) PROGRAM

This Agreement (AGREEMENT) is entered into between the City of Porterville (CITY) and the Porterville Unified School District (PUSD) for the Youth Experiencing Success (YES) after school Program. The CITY and PUSD hereinafter may be referred to collectively as the “Parties” or in the singular as “Party,” as the context requires.

RECITALS

The CITY and PUSD have entered into the AGREEMENT with reference to the following facts and circumstances:

WHEREAS, PUSD and the CITY have an interest in working collaboratively to provide an after school program (“Program”) in elementary and middle schools that promotes educational and enrichment opportunities for youth; and,

WHEREAS, PUSD receives funding from the After School Education and Safety (“ASES”) Program for three middle schools and ten elementary schools to implement an after school educational and enrichment program.

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

A. TERM

1. The term of this AGREEMENT shall be for a period of three (3) years from the date of the Parties signing. This AGREEMENT may be extended for an additional three (3) years under the terms and conditions below commencing on the expiration date with mutual agreement of both Parties.
2. The Program shall run weekdays during the school year 1:30 p.m. to 6:00 p.m., and may also include a different schedule due to minimum days, weekend, or sessions that occur on breaks such as winter, spring, or summer.
3. Any party may withdraw from this AGREEMENT by giving written notice of its intent to withdraw at least ninety (90) calendar days in advance of the effective withdrawal date and upon completion of any operational commitments.

4. At the conclusion of this AGREEMENT, or at any time the AGREEMENT is cancelled or nullified, all equipment and related supplies shall revert to the Party who originally contributed the item to the Program.

B. OPERATIONAL PERSONNEL

The Program consists of six (6) operational job classifications that work on-site at assigned school campuses, as listed below (Operational Personnel). These operational personnel do not include administrative personnel that directly and/or indirectly administer the Program. The job descriptions for the operational job classifications are attached hereto and incorporated herein as Exhibit A.

- After School Assistant II
- After School Assistant III
- After School Site Assistant
- After School Site Supervisor
- Y.E.S. Campus Supervisor
- Y.E.S. After School Gardener

Any modifications or additions to the six operational positions or job descriptions identified herein must be mutually approved in writing by the CITY and PUSD, unless so required by law.

C. RESPONSIBILITIES

PUSD shall:

1. Provide school site facilities and ample space for the Program to operate, including classroom space and storage space.
2. Provide all curriculum, equipment and supplies needed for the Program.
3. Provide Program registration forms which meet both PUSD and CITY requirements and needs.
4. Recalculate annual Operational Personnel costs and Program costs as part of the annual budget development, and submit annually to CITY by April 15th.
5. Reimburse CITY 109% of all Operational Personnel costs, excluding the City Administrative personnel costs associated with administering and staffing the Program.
6. Reimburse CITY for any and all Workers Compensation claims costs for all Operational Personnel, upon receipt of a detailed reconciliation of costs which will be provided by the CITY on an annual basis. PUSD will make deposits through payroll throughout the year. If said deposits collected from PUSD are not sufficient to cover the actual costs, said deficiencies will become due and payable. If said PUSD deposit amounts exceed actual Workers Compensation claims costs for YES Program operational personnel for that year, the excess shall be credited to PUSD. PUSD's obligation shall continue beyond the termination date of this

AGREEMENT, concerning all costs for claims that occurred prior to this AGREEMENT'S termination.

7. Reimburse CITY for all costs associated with California Public Employee Retirement System (CalPERS) contributions for those Operational Personnel who are also PUSD employees enrolled in CalPERS. PUSD's obligation shall continue beyond the termination date of this AGREEMENT, concerning all costs for operations that occurred prior to this AGREEMENT'S termination.
8. Have at least one PUSD representative present for all Operational Personnel interviews.
9. Maintain effective communication with CITY regarding Operational Personnel performance.
10. Coordinate daily operational personnel substitutes, as needed.
11. Conduct monthly staff meetings/trainings in coordination with CITY.
12. Provide CITY with a written request for any Program expansion or modifications to staffing at least thirty (30) days prior to the desired effective date with the understanding that the CITY will respond in writing within thirty (30) days of receipt. The request shall include a brief explanation and the amount of the proposed budget adjustment. Said changes shall not be authorized unless agreed upon in writing by both Parties.
13. Comply with requirements of the USDA and PUSD Student Nutrition Services if providing and administering daily meals.
14. Assist in coordinating custodial needs of the Program.

CITY shall:

1. Have final authority in the hiring of its employees.
2. Invoice PUSD on a quarterly basis for CITY-incurred employees and Program costs as agreed.
3. Administer hiring process, which includes application review; DOJ Live Scan scheduling and monitoring; drug/alcohol screen; TB test; conditional offer of employment and associated payroll transaction; and new employee orientation.
4. Administer ongoing recruitment activities.
5. Complete injury/accident report forms for all work-related injuries.
6. Track employee hours for healthcare coverage pursuant to the requirements of the Affordable Care Act, and sick leave in accordance with State law.
7. Administer all workers compensation claims.
8. Track and process annual merit increases.
9. Maintain NCLB units data.
10. Prepare staff reports and memoranda to City Council pertaining to PUSD requests to modify Program which result in a budget adjustment.
11. Attend monthly staff meetings conducted by PUSD.

D. 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 Porterville Unified 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.

E. 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.

F. INDEMNIFICATION PROVISION

To the fullest extent permitted by law, and unless otherwise specified in this AGREEMENT, each party agrees to indemnify, defend and hold harmless the other party and its officers, agents, employees, and volunteers from and against any and all claims, actions, liabilities, and related to the indemnifying Party's negligence, recklessness, or willful misconduct, except where and to the extent caused by the active negligence or willful misconduct of the other. This provision shall survive the term of the AGREEMENT.

G. VENUE

The Parties agree that this AGREEMENT is entered into and is to be performed in Tulare County, California.

H. AMBIGUITIES

Each Party and its legal counsel 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.

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.

CITY OF PORTERVILLE

PORTERVILLE UNIFIED SCHOOL DISTRICT

Adrian Monte Reyes, Mayor

Nate Nelson, Superintendent

DATE

DATE

ATTEST:

ATTEST:

John D. Lollis, City Clerk

Irene Flores, Administrative Assistant

DATE

DATE

APPROVED AS TO FORM:

Julia Lew, City Attorney

DATE



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Cooperative Agreement with California Highway Patrol for Use of the Police Firing Range

SOURCE: Police

COMMENT: The Porterville Police Department weapons range became operational in May 2011 for live fire training. Currently, the California Highway Patrol is under an agreement to utilize the range for training and qualifications of its personnel. This agreement expires June 30, 2021. The Porterville Police Department and the California Highway Patrol would like to renew the agreement.

California Highway Patrol has agreed to pay the lump sum of \$4,500 to the City of Porterville in compensation for facility usage, upkeep, and maintenance for the next three years. This amount is based on estimated use per year. This agreement will be re-evaluated at the end of the agreement period.

RECOMMENDATION: That the City Council:

1. Approve the Agreement for the period of July 1, 2021 through June 30, 2024; and
2. Authorize the Chief of Police to execute the agreement on behalf of the City of Porterville.

ATTACHMENTS:

1. State Standard Agreement
2. Range Addendum

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Business Services Section
Contract Services Unit
601 N. 7th Street
Sacramento, CA 95811
(916) 843-3610
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



May 20, 2021

City of Porterville, Police Department
350 North D Street
Porterville, CA 93257

Subject: Agreement Number 21C481000-0

Congratulations, you have been awarded the agreement. Please complete the following marked item(s) and return to the above address within ten (10) business days:

- ☒ STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213, sign the additional single STD. 213, and return both copies.
- ☐ STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- ☐ STD. 210, Short Form Contract. Sign and return both copies.
- ☐ STD. 204, Payee Data Record. Complete and return.
- ☐ CCC, Contractor Certification Clauses. Complete and return.
- ☐ Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- ☒ Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- ☐ STD. 807, Payment Bond. Complete and return one copy.
- ☐ CHP 28, Voluntary Statistical Data. Complete and return.
- ☐ CHP 78V, Conflict of Interest & CHP 116, Darfur Certification
- ☐ Letter of Agreement. Sign and return both copies.

Contract status.

- ☐ The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- ☐ The enclosed approved agreement is for your records. You are now authorized to provide services.

SRIDHARAN KRISHNAMURTHY
Contract Analyst

Enclosures

Safety, Service, and Security



An Internationally Accredited Agency

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21C481000

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

City of Porterville

2. The term of this Agreement is:

START DATE

07/01/2021 or Upon Approval, Whichever is Later

THROUGH END DATE

06/30/2024

3. The maximum amount of this Agreement is:

\$4,500.00 (Four Thousand Five Hundred Dollars and Zero Cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions - 04/2017	*
+ - Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

City of Porterville

CONTRACTOR BUSINESS ADDRESS

350 North D Street

CITY

Porterville

STATE

CA

ZIP

93257

PRINTED NAME OF PERSON SIGNING

Eric Kroutil

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 N. 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Jacquelyn Ngo

TITLE

Commander, Business Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Per SCM-1, 4.04 A.2

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of California Highway Patrol (CHP) Porterville Area office, the services described herein:

Furnish use of Contractor's weapons firing range facilities including restroom facilities if available; pay all taxes, insurance, bonds, license and permit fees, maintenance fees and all other costs required to provide use of the weapons firing range facility in accordance with this Agreement.

2. The services shall be performed at service location:

City of Porterville, Porterville Police Department
350 North D Street
Porterville, CA 93257

3. The services shall be provided during:

Such times that is mutually agreeable to both parties.

4. The project representatives during the term of this agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Porterville	
NAME		NAME	
Lieutenant Scott Goddard		Eric Kroutil, Chief of Police	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(559) 784-7444	(559) 784-2146	(559) 782-7402	(559) 784-0705

Direct all inquiries to:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Porterville	
SECTION/UNIT		E-MAIL ADDRESS	
Business Services Section, Contract Services Unit		Ekroutil@ci.porterville.ca.us	
ATTENTION		ATTENTION	
Sridharan Krishnamurthy, Contract Analyst		City of Porterville, Porterville Police Department	
ADDRESS		ADDRESS	
P.O. Box 942898 Sacramento, CA 94298-0001		350 North D Street Porterville, CA 93257	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-4318	(916) 322-3166	(559) 782-7402	(559) 784-0705

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

5. Detailed description of work to be performed:

- A. The weapons firing range use shall be limited to CHP personnel assigned to the Porterville Area office.
- B. Contractor agrees that CHP shall have the use of all on-site facilities located on the range for training programs without additional charge.
- C. Contractor and CHP agree the weapons firing range shall be open and usable by members of CHP at such times that are mutually agreeable to both parties. The weapons firing range must be available at least 3 times a month, between the hours of 0600 and 2200 hours, for day and night shoots. (Actual hours of use will vary based upon current training needs). Exclusive use of the facilities by CHP must be coordinated and mutually agreed to by both parties.
- D. The CHP agrees that its members using the weapons firing range facilities under this Agreement shall be governed by the range safety rules established by Contractor.
- E. Brass will be retained by Contractor.
- F. Facility must have 50-yard rifle range, and move and shoot capability.
- G. The weapons firing range must be able to accommodate the following:
 - 1) .40 caliber pistol (loaded with Department-issued ammunition currently 180G).
 - a. Twelve (12) shoots per year, one (1) each month or two (2) every other month.
 - b. Two (2) qualification shoots which must be performed at the following distances:
2 yards, 4 yards, 7 yards, 10 yards, 15 yards, and 25 yards.
 - c. Ten (10) practice shoots, of which two (2) night shoots are recommended.
 - d. Use for make-up shoots at times mutually agreeable to both parties.
 - 2) Tactical rifle (.223 caliber).
 - a. Four (4) shoots per year (quarterly).
 - b. One (1) night shoot is required.
 - c. Maximum distance of 50 yards.
 - 3) Shotgun (00 buckshot).
 - a. Eight (8) shoots per year (two (2) quarterly).
 - b. Two (2) night shoots required.
 - c. Distance 15 yards maximum.
- H. Inspection and test firing of weapons:
 - 1) All weapons are to be test fired after each required inspection by the Porterville Weapons Range Officer.
 - 2) Use of facility to test fire weapons will be coordinated between the Porterville Weapons Range Officer and the Contractor.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

Name: Lieutenant Scott Goddard
Office: Porterville Area office
Address: 861 W. Morton Ave.
Porterville, CA 93257

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Rate Schedule

CHP agrees to pay Contractor One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00), annually in arrears for actual services rendered, for use of the weapons firing range facility.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP or Contractor reserves the right to cancel this Agreement with thirty (30) days advance written notice to either party.
2. Agreement may be amended by mutual written consent of the parties hereto.
3. In the event of an unforeseen emergency, CHP may cancel this Agreement without prior notice and without compensation to Contractor.
4. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
5. Contractor agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of Contractor.
6. Contractor acknowledges that CHP is self-insured.



POLICE FIRING RANGE ADDENDUM

This Addendum to Agreement 21C481000, between the CITY OF PORTERVILLE ("CITY"), and the CALIFORNIA HIGHWAY PATROL ("CHP"), (each a "Party," and collectively, the "Parties"), with reference to the following:

1. Indemnity/Hold Harmless Agreement: CHP shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnities"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of CHP's performance of its obligations under this agreement or out of the operations conducted by CHP, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnities are made a party to any action, lawsuit, or other adversarial proceeding arising from CHP's performance of this agreement, CHP shall provide a defense to the City indemnities, or at the City's option, reimburse the City indemnities their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

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

CITY OF PORTERVILLE:

Eric Kroutil, Chief of Police

Date

CALIFORNIA HIGHWAY PATROL:

Jacquelyn Ngo, Commander, Business Services Section

Date



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Authorization of Service Agreement with Via Mobility and CalStart for Federal Transit Administration Helping Obtain Prosperity for Everyone Program (HOPE) Planning Grant

SOURCE: Public Works

COMMENT: On March 3, 2020, the Federal Transit Administration (FTA) announced the availability of \$8.5 million in Helping Obtain Prosperity for Everyone (HOPE) Program funds to improve transit services or facilities in areas of persistent poverty through planning, engineering, technical studies, or financial plans. Applicants are encouraged to work with non-profits, or other entities of their choosing, to develop an eligible project.

In partnership with Via Mobility and CalStart, staff submitted a project focusing on planning mobility-as-a-service utilizing battery-electric vehicles; introducing new innovative forms of transportation, such as bicycle and car sharing, on-demand services, community outreach and engagement, and assessing factors affecting service quality and efficiency. To bring greater resiliency to the entire transit system, the project also includes an analysis of the current electric service and operational needs of the transit system to design a sufficient microgrid system.

On October 7, 2020, the FTA announced twenty-five (25) projects in seventeen (17) states will receive a share of approximately \$8.5 million in funding through the HOPE Program to use transit systems as a springboard to create better lives for people in rural communities and areas experiencing long-term economic distress. The City's project was selected and awarded \$370,000 in federal funding.

The total cost of the project is \$407,000, of which \$370,000 is federally funded and the remaining \$37,000 is the local match.

The attached draft Consulting Services Agreement for Via Mobility, LLC is for a menu of mobility-as-a-service planning at a total cost of \$137,500.

The attached draft Consulting Services Agreement for CalStart is for project management, reporting, community engagement, microgrid assessment and preliminary design, and financing options at a total cost of \$269,500.

Federal funding has been programmed in the 2021 Federal Transportation Improvement Program (FTIP) and FTA Application # D2020-HOPE. Total

project funding, federal and local match, is programmed in the 2021 Transit Budget and Capital Improvement Program.

RECOMMENDATION: That the City Council:

1. Approve Service Agreement with Via Mobility, LLC for mobility-as-a-service planning at a total cost of \$137,500;
2. Approve a Service Agreement with CalStart for project management, reporting, and microgrid analysis and planning at a total cost of \$269,500; and
3. Authorize City Manger and City Attorney to execute said Agreements.

ATTACHMENTS:

1. Hope Project Selection
2. Via Mobility Consulting Services Agreement
3. CalStart Consulting Services Agreement

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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- [Helping Obtain Prosperity for Everyone \(HOPE\) Program landing page](#)

Contact Us

Office of Planning & Environment
Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

Phone: 202-366-4033
Business Hours:
8:30 a.m.-5 p.m. ET, M-F

Fiscal Year 2020 Helping Obtain Prosperity for Everyone (HOPE) Program Projects

State	Project Sponsor	Project Description	Funding
CA	Golden Empire Transit (GET Bus) District	Golden Empire Transit (GET Bus) in Bakersfield will receive funding to introduce advanced-technology fueling systems for its bus fleet. Partnering with CALSTART, GET Bus will assess and determine facility upgrades to deploy on-site hydrogen fuel cell-powered buses to improve air quality and extend bus services throughout the region.	\$160,255
CA	City of Fresno	The City of Fresno will receive funding to plan, design and conduct environmental analyses for construction of a bus transfer station to serve three of the city's express bus routes, as well as area transit providers serving the county's rural communities, neighboring City of Clovis and the regional national park transit provider. The proposed Fancher Creek Transit Station will improve transit for underserved residents, increasing access to job opportunities and schools in the region.	\$648,000
CA	City of Porterville	The City of Porterville in the Central San Joaquin Valley will receive funding to plan for mobility options to connect small urban, rural and impoverished communities to jobs and healthcare. The city is partnering with CALSTART, a nonprofit organization, to manage the planning study, including conducting community outreach and evaluating service options, including an analysis of electrical service and potential for a microgrid system to better power transit.	\$370,000
CO	Colorado Department of Transportation	The Colorado Department of Transportation will receive funding on behalf of the Chaffee Shuttle to expand the new Eagle Line in seven rural counties in the San Luis Valley in south central Colorado, which has limited resources and a high poverty rate. Using results from a recent community survey, a nonprofit organization, Neighbor to Neighbor, will identify routes and funding options to improve connectivity between Valley communities to jobs and essential services.	\$171,996
CO	Denver Regional Transportation District (RTD)	The Denver Regional Transportation District will receive funding to conduct a study to determine how transit services could be improved to better serve people in persistent poverty in the Denver Metro area. The study will include a survey targeting people in poverty, experiencing homelessness, and those needing addiction services that will inform an analysis and recommendations on how to improve transit services.	\$180,000
FL	City of Tallahassee	The City of Tallahassee will receive funding to conduct a planning and route optimization study for the city's StarMetro system. The study will consider a new transit hub and include community outreach as part of the evaluation to realign bus routes and recommend service changes. The study will also evaluate technology improvements, such as neighborhood circulators and on-demand bus service, to increase mobility options for communities.	\$400,000
FL	Putnam County	Putnam County will receive funding to develop a plan for innovative mobility solutions to connect residents in rural areas to jobs and healthcare facilities in the region. The plan will evaluate the viability and safety of adding microtransit service to the transportation network.	\$75,000

State	Project Sponsor	Project Description	Funding
LA	New Orleans Regional Transit Authority (RTA)	The New Orleans Regional Transit Authority will receive funding to support development of bus rapid transit (BRT) in areas of persistent poverty to better connect residents to jobs and services in the city and region. The funds will be used to develop design standards for two proposed BRT corridors originating in downtown New Orleans.	\$550,000
MA	Pioneer Valley Transit Authority	The Pioneer Valley Transit Authority in Springfield will receive funding for a transit review and improvement planning study. The study will provide recommendations for improved transit services and facilities, new routes, modern fare collection systems and integrating low or no-emission buses -- all to reduce travel times and create greater access to jobs for rural residents in western Massachusetts.	\$680,000
MD	Maryland Department of Transportation (MDOT), Maryland Transit Administration (MTA)	The Maryland Department of Transportation's Maryland Transit Administration will receive funding for a community-based planning study of two mobility hubs, including passenger amenities such as shelters, ticket vending machines and real-time signage, along the busy Fayette Street line in Baltimore. The study will build upon community-led efforts that have successfully implemented transit stop enhancements through inclusive transportation planning in collaboration with people with disabilities and older adults.	\$225,000
MD	Maryland Department of Transportation (MDOT) on behalf of Allegany County	The Maryland Department of Transportation will receive funding on behalf of Allegany County to study new transit options in rural western Maryland, including building a transit hub in Cumberland. The county will evaluate transportation services and prepare a marketing plan that best fits its population and seeks to improve reliability and increase ridership through innovative technologies.	\$121,500
MI	City of Detroit	The City of Detroit will receive funding to improve access to food, transit services and healthcare facilities by identifying gaps in the transportation network in underserved communities. The study will include a comprehensive survey to understand mobility challenges from the community perspective and assess potential partners for implementation.	\$750,000
MS	The South Central Community Action Agency	The South Central Community Action Agency near Jackson will receive funding to test the feasibility of an integrated electronic fare payment system for riders of eight partner agencies in rural Mississippi. The system will provide a universal payment card for unbanked riders to pay fares via cash, mobile device or web, including subsidies, to travel anywhere in the partner areas covering 9,000 square miles.	\$624,496
NC	North Carolina Department of Transportation	The North Carolina Department of Transportation will receive funding to work with two transit systems near Boone in rural eastern North Carolina to plan to deploy zero-emission buses. The plans will provide the basis for other rural agencies in the state to draft transition plans for new-technology buses, allowing them to benefit from economic benefits, such as lower fuel and maintenance costs.	\$122,048
NC	City of Greensboro	The City of Greensboro will receive funding to plan to provide free broadband Internet access in low-income areas using transit and transportation infrastructure. The plan will study the capacity for transit shelters and street lights to extend access to free high-speed Internet, particularly important during the COVID-19 public health emergency, when 7,000 local students currently lack online access.	\$234,000
NM	New Mexico Department of Transportation (NMDOT)	The New Mexico Department of Transportation will receive funding to conduct a study to coordinate transit service and improve mobility from rural areas and tribal reservations to jobs and healthcare facilities in Albuquerque. The study will assess the need for a transfer facility and fare coordination to accommodate multiple transit providers, including Greyhound, to enhance ease of travel for transit riders.	\$210,000
NV	Regional Transportation Commission of Southern Nevada	The Regional Transportation Commission of Southern Nevada will receive funding to study potential microtransit routes targeting low-income areas in Clark County, Nevada, to improve access to jobs, community services and healthy food. The study will evaluate new transit routes or modifications to existing service to better serve neighborhoods with deficiencies in community planning and capital investment.	\$125,000

State	Project Sponsor	Project Description	Funding
OH	Metro Regional Transit Authority	The Metro Regional Transit Authority in Summit County, Ohio, will receive funding to study the potential economic impact of transit-oriented development on underutilized, publicly-owned or vacant property to leverage existing transit investment and create job and housing opportunities in areas of persistent poverty. Metro will partner with the City of Akron to support the study.	\$450,000
OH	Hocking Athens Perry Community Action	Hocking Athens Perry Community Action will receive funding for a study to improve access to health care and other essential services in rural and low-income areas in Athens County. The project will explore options for expanding Athens Public Transit's service area and improving scheduling efficiency for better coordination between transit operators. The agency will partner with CALSTART, a nonprofit organization, to assess scheduling software and analyze fare payment options.	\$122,891
OR	Metro Regional Government (Metro)	The Metro Regional Government (Metro) in Portland, Oregon, will receive funding for studies to advance transit project development on the Tualatin Valley Highway Corridor. Metro will partner with Washington County and TriMet to facilitate engagement with historically disadvantaged communities in the corridor and develop a strategy to minimize and mitigate displacement in high poverty areas.	\$850,000
PA	Southeastern Pennsylvania Transportation Authority (SEPTA)	The Southeastern Pennsylvania Transportation Authority (SEPTA) will receive funding to plan and design a comprehensive upgrade of transportation infrastructure on the Grays Avenue Corridor, which provides critical transportation connections from one of Philadelphia's poorest communities to Center City jobs, healthcare and other services. The project will redesign SEPTA trolley stations to improve accessibility and add safety features such as improved pedestrian crosswalks and traffic controls.	\$495,000
SC	Charleston Area Regional Transportation Authority (CARTA)	The Charleston Area Regional Transportation Authority will receive funding for a planning study to improve connections for rural residents to a planned transit center in North Charleston and support the agency's deployment of zero-emission battery electric buses programmed for service over the next four years. The plan will include a route optimization study, power analysis, zero emissions road map, and fleet replacement and expansion.	\$270,000
TN	Tennessee Department of Transportation	The Tennessee Department of Transportation will receive funding for a planning study to implement coordinated Statewide Job Access Reverse Commute transit service, which will facilitate critical employment and job training access into and from persistent poverty areas, as well as encourage regional economic health. TNDOT will engage residents to create a program that meets community needs and proposes innovative service delivery and program structure.	\$270,000
TN	Nashville Metropolitan Transit Authority (MTA)	The Nashville Metropolitan Transit Authority will receive funding to conduct extensive community outreach and engineering for the proposed North Nashville Transit Center. The transit center will expand affordable mobility options for transit dependent residents and provide access to a broader range of opportunities like jobs, training, education, and health care.	\$180,000
TX	City of El Paso	The City of El Paso will receive funding for a feasibility assessment and alternatives analysis for a unified regional fare structure and payment system to best meet the needs of the region and enhance mobility for people in low-income areas. The assessment will consider options for integrating fare payment for El Paso's two public transit providers, Sun Metro and El Paso County Transit, to enhance ease of travel for public transit users.	\$175,200

Total Funds:
\$8,460,386

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND VIA MOBILITY, LLC

THIS AGREEMENT, dated as of June 15, 2021 (the “Effective Date”), for consulting services is made by and between the City of Porterville (“CITY”) and Via Mobility, LLC (“Consultant”) (together sometimes referred to as the “Parties”).

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to CITY the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end September 30, 2022, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect CITY’s right to terminate the Agreement, as provided in Section 8.

1.2 Standard of Performance. Consultant shall perform all work required by this Agreement in concordance with that degree of care, skill, and diligence ordinarily exercised by professionals providing similar services under similar circumstances to that of Consultant under this Agreement.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from CITY of such desire of CITY, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard performance provided in Section 1.1 and 1.2 above and to satisfy Consultant’s obligations hereunder.

2. COMPENSATION. CITY hereby agrees to pay Consultant a sum not to exceed one hundred thirty-seven thousand five hundred dollars, (\$137,500) notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. CITY shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments

specified below shall be the only payments from CITY to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to CITY in the manner specified herein. Except as specifically authorized by CITY in writing, Consultant shall not bill CITY for duplicate services performed by more than one person.

Consultant and CITY acknowledge and agree that compensation paid by CITY to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. CITY therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all of the following information:

- Serial identifications of progress (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At CITY's option, for each work item in each task, a copy of the applicable time entries of time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subcontractor of Consultant performing services hereunder;
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. CITY shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. CITY shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and activities performed during the invoice period for which Consultant expects to receive payment.

- 2.3 **Final Payment.** CITY shall pay the ten percent (10%) of the total sum due pursuant to this Agreement within thirty (30) days after completion of the services and submittal to CITY of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** CITY shall pay for the services to be rendered by Consultant pursuant to this Agreement. CITY shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. CITY shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded. Invoices for reimbursable expenses must have backup receipts.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Payment upon Termination.** In the event that CITY or Consultant terminates this Agreement pursuant to Section 8, CITY shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.8 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from CITY.
- 2.9 **False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.
3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. CITY shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

CITY shall furnish physical facilities such as a conference space, as may be reasonably necessary for Consultant's use while consulting with CITY employees and reviewing records and the information in possession of CITY. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of CITY. In no event shall CITY be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

- 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consult, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to CITY of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to CITY. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the CITY, as defined in Section 10.9. The insurer, if insurance provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against CITY and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than **\$1,000,000** per occurrence, combined single limit coverage for risks

associated with the work contemplated by this Agreement. If a Commercial General Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000** covering the licensed professionals’ errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. CITY shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to CITY for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy but only for that which Consultant would have been liable in the absence of this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish CITY with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If CITY does not receive the required insurance documents prior to the Consultant beginning work, this shall not waive the Consultant's obligation to provide them. CITY reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to CITY at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 Additional Insured: Primary Insurance. CITY and its officers, employees, agents, and volunteers shall be covered as additional insureds as to Consultant's Commercial General and Automobile Liability Insurance with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including that under CITY's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to CITY or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to CITY and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by CITY shall be called upon to contribute to a loss under the coverage.

4.4.5 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of CITY for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement

so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of CITY, Consultant may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish certificates and certified endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 Wasting Policy. No insurance policy required by Section 4 shall include a "wasting" policy limit, except for Consultant's Professional Liability Insurance Policy.

4.4.8 Variation. CITY may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that CITY's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies CITY may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option exercise any of the following remedies, which are alternatives to other remedies CITY may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and

withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by CITY, and hold harmless CITY and its officials, officers, employees, agents, and volunteers from and against any and all losses, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance ("Claim"), to the extent caused by the willful misconduct or negligent acts or omissions of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law is caused by the gross negligence or willful misconduct of CITY or its officers, employees, agents, or volunteers.

5.1 Insurance Not in Place of Indemnity. Acceptance by CITY of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 PERS Liability. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, Consultant shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

5.3 Third Party Claims. With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnities.

6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of

CITY. CITY shall have the rights to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise CITY shall not have the rights to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant Not an Agent.** Except as CITY may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent to bind CITY to any obligation whatsoever.

7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Law.** Consultant and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.
- 7.3 Other Government Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which CITY is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to CITY that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from CITY, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to CITY that Consultant and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from CITY.

- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant hereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the CITY or this Agreement.

8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** CITY may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to CITY and shall include in such notice the reason for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; CITY, however, may condition payment of such compensation upon Consultant delivering to CITY all materials described in Section 9.1.

- 8.2 Extension.** CITY may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Contractor to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if CITY grants such an extension, CITY shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the CITY, CITY shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** CITY and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CITY for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the CITY. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the CITY.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between the CITY and Consultant shall survive the termination of this Agreement.
- 8.6 Options Upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that CITY would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

9. KEEPING AND STATUS OF RECORDS

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the CITY. Consultant hereby agrees to deliver those documents to CITY upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant

to this Agreement are prepared specifically for CITY and are not necessarily suitable for any future or other use. CITY and Consultant agree that, until final approval by CITY, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law. However, notwithstanding anything to the contrary in this Agreement, Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant prior to, or independently of, any of its services under this Agreement (“Background IP”), including such Background IP that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. Consultant grants CITY an irrevocable, non-exclusive, transferrable, royalty-free license in perpetuity to use, disclose, and derive from, such Background IP, but only as an inseparable part of the Work Product. Third-Party content that may be used or incorporated in the Work Product shall not become the property of CITY. Consultant shall secure all licenses necessary for CITY to utilize Consultant’s services and the Work Product for their intended purposes.

- 9.2 Consultant’s Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by CITY become the exclusive property of CITY. At such time as CITY selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each

proposal that are defined by Consultant and plainly marked as “Confidential,” “Business Secret” or “Trade Secret.”

CITY shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a “Trade Secret” or “Business Secret,” or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, CITY may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked “Trade Secret” or “Business Secret,” and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless CITY, its agents and employees, from any judgment, fines, penalties, and award of attorney’s fees awarded against CITY in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives CITY’s award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in CITY’s possession, which includes a minimum period for such documents.

10. FEDERAL CLAUSES

10.1 ACCESS TO RECORDS AND REPORTS

- a) Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, subContracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b) Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

10.2 BYRD ANTILOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

10.3 CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements.

These include, but are not limited to:

- a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

10.4 **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural

Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

10.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

10.6 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

10.7 DEBARMENT AND SUSPENSION

- a) **Applicability:** This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000
 1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 2. C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 3. The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the

contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

10.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as nonresponsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT assisted contracts.

10.9 DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA preapproval.

10.10 ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

10.11 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 FEDERAL CHANGES

49 CFR Part 18 Federal Changes Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

10.13 FLY AMERICA

A. Definitions. As used in this clause—

1. “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S. flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S. flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign flag air carrier if a U.S. flag air carrier is available to provide such services.

C. If available, the Contractor, in performing work under this contract, shall use U.S. flag carriers for international air transportation of personnel (and their personal effects) or property.

D. In the event that the Contractor selects a carrier other than a U.S. flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows: Statement of Unavailability of U.S. Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S. flag air carrier was not available or it was necessary to use foreign flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

E. Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

10.14 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

10.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10.16 PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and

in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been

obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

10.17 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

10.18 PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

10.19 SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on the job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this Contract.

10.20 SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- A.** To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 3. The amount of federal assistance FTA has provided for a State Program or Project.
- B.** Documents The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

10.21 SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

10.22 TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency’s best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency

shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or

if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

10.23 VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other

contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. MISCELLANEOUS PROVISIONS

11.1 Attorney's Fees. If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

11.2 Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that the trial of such action shall be vested

exclusively in the state courts of California in the County of Tulare or in the United States District Court for the Central District of California.

- 11.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 11.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 11.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 8100, *et seq.*

Consultant shall not employ any CITY official in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement that would violate California Government Code Sections 1900, *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of CITY. If Consultant was an employee, agent, appointee, or official of CITY in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code 1090, *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse CITY for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of

Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 11.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 11.9 Contract Administration.** This Agreement shall be administered by CITY. All correspondence shall be directed to or through the CITY or his or her designee.
- 11.10 Notices.** All notices and other communication which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by email; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant

Dan Berkovits
Vice President, Strategy
Daniel.berkovits@ridewithvia.com
914-584-2263

CITY

Richard Tree
Transit Manager
rtree@ci.porterville.ca.us
559-782-7448

- 11.11 Professional Seal.** Where applicable in the determination of the CITY, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”
- 11.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated Agreement between CITY and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

11.14 Construction. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The Parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

11.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PORTERVILLE

VIA MOBILITY, LLC

John Lollis, City Manager

Zachary Wasserman, Manager

Approved as to Form:

Julia Lew, City Attorney

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Company Name)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Company Name: _____

Type or Print Name: _____

Signature of authorized representative: _____ Date: _____

Signature of notary and SEAL: _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - i. Debarred,
 - ii. Suspended,
 - iii. Proposed for debarment,
 - iv. Declared ineligible,
 - v. Voluntarily excluded, or
 - vi. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - ii. Violation of any Federal or State antitrust statute, or,
 - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - i. Equals or exceeds \$25,000,,
 - ii. Is for audit services, or,
 - iii. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - i. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - ii. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 1. Debarred from participation in its federally funded Project,
 2. Suspended from participation in its federally funded Project,
 3. Proposed for debarment from participation in its federally funded Project,
 4. Declared ineligible to participate in its federally funded Project,
 5. Voluntarily excluded from participation in its federally funded Project, or
 6. Disqualified from participation in its federally funded Project, and
 - iii. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____/_____/_____

Name and Title of Contractor's Authorized Official: _____

Exhibit A

Scope of Work—Via

City of Porterville HOPE Grant
Transit Innovation and Mobility-as-a-Service

Task 1: Goals and Objectives

Via will work with Porterville staff and CALSTART to confirm the City's goals for the transit innovation and mobility-as-a-service components of Porterville's HOPE grant funded project. Via will work with the combined project team to confirm the best approach to meeting these goals, and to identify what data and information must be gathered to support our analysis. At the conclusion of this task, Via will provide the City with a detailed work plan and schedule for its work over the course of the project.

Task 2: Existing Conditions and Transit Market Analysis

Via will evaluate the performance of all transit and mobility options in Porterville, including fixed-route transit, the TransPort on-demand transit system, ride hailing, and active transportation. We will conduct a review of population, employment, land-use, and other relevant datasets to identify gaps in the existing mobility network, with a particular focus on access to jobs and healthcare. We will develop a GIS map package including information on transit and road conditions to facilitate later analysis, and will review existing plans and studies. At the conclusion of Task 1, Via will develop an existing conditions and market analysis report identifying present-day transit challenges and opportunities in the Porterville area.

Task 3: Stakeholder and Community Engagement

Project team member CALSTART will take the lead in defining and executing a public and stakeholder engagement strategy. Via will support CALSTART by providing input into how engagement can support the goals of the transit innovation and mobility-as-a-service components of the project; by providing feedback on survey instruments, interview guides, and overall engagement strategy; and by participating in interviews, workshops, and other engagement activities to the extent desired by the City and CALSTART.

Task 4: Transit and Mobility Service Analysis

Via will assess which areas of Porterville may be candidates for new or adjusted transit and mobility service, including the addition or modification of on-demand and/or pre-booked demand-responsive transit; introduction of deviated fixed-route transit; introduction of e-bike share or other forms of mobility; and, potentially, the modification of the fixed-route bus network.

We will begin by determining the location and boundaries of potential service zones for new mobility service. We will identify these zones through our review of the Porterville Transit fixed-route bus network and the TransPort on-demand transit service, and by building upon stakeholder and public engagement led by CALSTART and the existing conditions and market analysis conducted in Task 2. This will allow us to build an understanding of where potential customers live and work and what factors may influence their decision to use on-demand transit or micro mobility, such as the availability of alternative mobility options, parking constraints, and the average distance of travel.

For candidate on-demand transit zones, we will project potential demand within the service zones using data from the U.S. Census Bureau, TCAG, private data providers, and our own experience in other similar service areas. Due to the inherent uncertainty in predicting demand for new services, Via typically

Exhibit A

develops several demand scenarios for each service zone, allowing the City to understand fleet requirements if demand is higher or lower than expected.

Via will then iteratively simulate and model proposed mobility service alternatives to understand the impact of different service zones or routes, fleet sizes, and service parameters on efficiency and quality of service.

We will present the output from these simulations and modeling exercises in a brief memo or presentation.

Task 5: Paratransit Analysis

Via will assess opportunities to provide dynamic, on-demand service to eligible paratransit customers on a limited basis. Via will begin this task by analyzing the ridership and performance of the Dial-A-COLT paratransit service. We will map the origins and destinations of paratransit trips to determine the extent to which paratransit customers might utilize proposed on-demand transit services in lieu of the existing paratransit service. We will also simulate a limited on-demand paratransit service using actual Dial-A-COLT trip information to assess the efficiency and relative cost of offering this option throughout the day, during a limited span of service, or in a limited geographical area.

We will develop a brief memo summarizing the results of the paratransit analysis in a brief memo or presentation.

Task 6: Mobility-as-a-Service and Technology Analysis

Via will assess different technologies and approaches for integrating trip planning, fare payment, and customer experience for the Porterville Transit and mobility network. We will explore which modes should be included in a Mobility-as-a-Service platform for the City and which features should be included in such a platform. At the conclusion of this analysis, we develop a brief memo outlining a strategy for integrated mobility in Porterville.

Task 7: Cost-Benefit Analysis

For each service alternative or technology integration under consideration, Via will estimate the impact on fleet requirements, vehicle hours, ridership, fares, and budget based on the selected operating model(s) along with the resulting impact on customer experience and mobility. We will investigate ways to optimize the use of funds by recommending solutions that minimize the cost per passenger while still providing a high quality of service. Via will incorporate the impact of zero-emission vehicles on these estimates. We will summarize our analysis in a cost-benefit memo or presentation.

Task 8: Implementation Analysis and Recommendations

At the conclusion of the project, Via will develop a final report detailing our work and conclusions as described in Tasks 1-6. A draft report will be provided to the City for feedback, which will be addressed prior to finalization.

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND CALSTART

THIS AGREEMENT, dated as of June 15, 2021 (the “Effective Date”), for consulting services is made by and between the City of Porterville (“CITY”) and CalStart (“Consultant”) (together sometimes referred to as the “Parties”).

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to CITY the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end September 30, 2022, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect CITY’s right to terminate the Agreement, as provided in Section 8.

1.2 Standard of Performance. Consultant shall perform all work required by this Agreement in concordance with that degree of care, skill, and diligence ordinarily exercised by professionals providing similar services under similar circumstances to that of Consultant under this Agreement.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from CITY of such desire of CITY, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard performance provided in Section 1.1 and 1.2 above and to satisfy Consultant’s obligations hereunder.

2. COMPENSATION. CITY hereby agrees to pay Consultant a sum not to exceed two hundred sixty-nine thousand five hundred dollars, (\$269,500) notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. CITY shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall

be the only payments from CITY to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to CITY in the manner specified herein. Except as specifically authorized by CITY in writing, Consultant shall not bill CITY for duplicate services performed by more than one person.

Consultant and CITY acknowledge and agree that compensation paid by CITY to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. CITY therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for all services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain all of the following information:

- Serial identifications of progress (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At CITY's option, for each work item in each task, a copy of the applicable time entries of time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by each employee, agent, and subcontractor of Consultant performing services hereunder;
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. CITY shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. CITY shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Each invoice shall include all expenses and activities performed during the invoice period for which Consultant expects to receive payment.

- 2.3 Final Payment.** CITY shall pay the ten percent (10%) of the total sum due pursuant to this Agreement within thirty (30) days after completion of the services and submittal to CITY of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** CITY shall pay for the services to be rendered by Consultant pursuant to this Agreement. CITY shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. CITY shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded. Invoices for reimbursable expenses must have backup receipts.
- 2.6 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 Payment upon Termination.** In the event that CITY or Consultant terminates this Agreement pursuant to Section 8, CITY shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.8 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from CITY.
- 2.9 False Claims Act.** Presenting a false or fraudulent claim for payment, including a change order, is a violation of the California False Claims Act and may result in treble damages and a fine of five thousand (\$5,000) to ten thousand dollars (\$10,000) per violation.
- 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. CITY shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

CITY shall furnish physical facilities such as a conference space, as may be reasonably necessary for Consultant's use while consulting with CITY employees and reviewing records and the information in possession of CITY. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of CITY. In no event shall CITY be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

- 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consult, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to CITY of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to CITY. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s). Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the CITY, as defined in Section 10.9. The insurer, if insurance provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against CITY and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than **\$1,000,000** per occurrence, combined single limit coverage for risks

associated with the work contemplated by this Agreement. If a Commercial General Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000** covering the licensed professionals’ errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. CITY shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to CITY for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy but only for that which Consultant would have been liable in the absence of this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish CITY with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If CITY does not receive the required insurance documents prior to the Consultant beginning work, this shall not waive the Consultant's obligation to provide them. CITY reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to CITY at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 Additional Insured: Primary Insurance. CITY and its officers, employees, agents, and volunteers shall be covered as additional insureds as to Consultant's Commercial General and Automobile Liability Insurance with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including that under CITY's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to CITY or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to CITY and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by CITY shall be called upon to contribute to a loss under the coverage.

4.4.5 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of CITY for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement

so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of CITY, Consultant may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish certificates and certified endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 Wasting Policy. No insurance policy required by Section 4 shall include a "wasting" policy limit, except for Consultant's Professional Liability Insurance Policy.

4.4.8 Variation. CITY may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that CITY's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies CITY may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option exercise any of the following remedies, which are alternatives to other remedies CITY may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and

withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES. Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, indemnify, defend with counsel selected by CITY, and hold harmless CITY and its officials, officers, employees, agents, and volunteers from and against any and all losses, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance (“Claim”), to the extent caused by the willful misconduct or negligent acts or omissions of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law is caused by the gross negligence or willful misconduct of CITY or its officers, employees, agents, or volunteers.

5.1 Insurance Not in Place of Indemnity. Acceptance by CITY of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.2 PERS Liability. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, Consultant shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

5.3 Third Party Claims. With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnities.

6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of

CITY. CITY shall have the rights to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise CITY shall not have the rights to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant Not an Agent.** Except as CITY may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent to bind CITY to any obligation whatsoever.

7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Law.** Consultant and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder. Consultant's failure to comply with such law(s) or regulation(s) shall constitute a breach of contract.
- 7.3 Other Government Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which CITY is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to CITY that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from CITY, of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to CITY that Consultant and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from CITY.

- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant hereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the CITY or this Agreement.

8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** CITY may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon thirty (30) days' written notice to CITY and shall include in such notice the reason for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of notice of termination; CITY, however, may condition payment of such compensation upon Consultant delivering to CITY all materials described in Section 9.1.

- 8.2 **Extension.** CITY may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require Contractor to execute a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if CITY grants such an extension, CITY shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the CITY, CITY shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** CITY and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to CITY for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the CITY. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the CITY.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between the CITY and Consultant shall survive the termination of this Agreement.
- 8.6 Options Upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, CITY's remedies shall include, but not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that CITY would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

9. KEEPING AND STATUS OF RECORDS

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the CITY. Consultant hereby agrees to deliver those documents to CITY upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant

to this Agreement are prepared specifically for CITY and are not necessarily suitable for any future or other use. CITY and Consultant agree that, until final approval by CITY, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties except as required by law. However, notwithstanding anything to the contrary in this Agreement, Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant prior to, or independently of, any of its services under this Agreement (“Background IP”), including such Background IP that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the Work Product. Consultant grants CITY an irrevocable, non-exclusive, transferrable, royalty-free license in perpetuity to use, disclose, and derive from, such Background IP, but only as an inseparable part of the Work Product. Third-Party content that may be used or incorporated in the Work Product shall not become the property of CITY. Consultant shall secure all licenses necessary for CITY to utilize Consultant’s services and the Work Product for their intended purposes.

- 9.2 Consultant’s Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by CITY become the exclusive property of CITY. At such time as CITY selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each

proposal that are defined by Consultant and plainly marked as “Confidential,” “Business Secret” or “Trade Secret.”

CITY shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a “Trade Secret” or “Business Secret,” or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, CITY may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked “Trade Secret” or “Business Secret,” and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless CITY, its agents and employees, from any judgment, fines, penalties, and award of attorney’s fees awarded against CITY in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives CITY’s award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in CITY’s possession, which includes a minimum period for such documents.

10. FEDERAL CLAUSES

10.1 ACCESS TO RECORDS AND REPORTS

- a)** Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, subContracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b)** Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

10.2 BYRD ANTILOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

10.3 CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1. Federal Equal Employment Opportunity (EEO) Requirements.

These include, but are not limited to:

- a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

10.4 **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural

Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

10.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

10.6 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

10.7 DEBARMENT AND SUSPENSION

- a) **Applicability:** This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000
 1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 2. C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 3. The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the

contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

10.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as nonresponsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT assisted contracts.

10.9 DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA preapproval.

10.10 ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

10.11 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 FEDERAL CHANGES

49 CFR Part 18 Federal Changes Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

10.13 FLY AMERICA

A. Definitions. As used in this clause—

1. “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S. flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S. flag air carriers for U.S. Government financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign flag air carrier if a U.S. flag air carrier is available to provide such services.

C. If available, the Contractor, in performing work under this contract, shall use U.S. flag carriers for international air transportation of personnel (and their personal effects) or property.

D. In the event that the Contractor selects a carrier other than a U.S. flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows: Statement of Unavailability of U.S. Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S. flag air carrier was not available or it was necessary to use foreign flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

E. Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

10.14 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

10.15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10.16 PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and

in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been

obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

10.17 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.”

10.18 PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

10.19 SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on the job seat belt use policies and programs for its employees and other personnel that operate company owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately owned vehicle when on official business in connection with the work performed under this Contract.

10.20 SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- A.** To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 3. The amount of federal assistance FTA has provided for a State Program or Project.
- B.** Documents The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

10.21 SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

10.22 TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency’s best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency

shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or

if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

10.23 VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other

contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. MISCELLANEOUS PROVISIONS

11.1 Attorney's Fees. If a Party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

11.2 Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that the trial of such action shall be vested

exclusively in the state courts of California in the County of Tulare or in the United States District Court for the Central District of California.

- 11.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 11.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 11.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 8100, *et seq.*

Consultant shall not employ any CITY official in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement that would violate California Government Code Sections 1900, *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of CITY. If Consultant was an employee, agent, appointee, or official of CITY in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code 1090, *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse CITY for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of

Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 11.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 11.9 Contract Administration.** This Agreement shall be administered by CITY. All correspondence shall be directed to or through the CITY or his or her designee.
- 11.10 Notices.** All notices and other communication which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by email; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant

Jared Schnader
jschnader@calstart.org
205-515-8752

CITY

Richard Tree
Transit Manager
rtree@ci.porterville.ca.us
559-782-7448

- 11.11 Professional Seal.** Where applicable in the determination of the CITY, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”
- 11.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated Agreement between CITY and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

11.14 Construction. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The Parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

11.15 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PORTERVILLE

CALSTART

John Lollis, City Manager

Piero Stillitano

Approved as to Form:

Julia Lew, City Attorney

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Company Name)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Company Name: _____

Type or Print Name: _____

Signature of authorized representative: _____ Date: _____

Signature of notary and SEAL: _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - i. Debarred,
 - ii. Suspended,
 - iii. Proposed for debarment,
 - iv. Declared ineligible,
 - v. Voluntarily excluded, or
 - vi. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - ii. Violation of any Federal or State antitrust statute, or,
 - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - i. Equals or exceeds \$25,000,,
 - ii. Is for audit services, or,
 - iii. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - i. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - ii. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - 1. Debarred from participation in its federally funded Project,
 - 2. Suspended from participation in its federally funded Project,
 - 3. Proposed for debarment from participation in its federally funded Project,
 - 4. Declared ineligible to participate in its federally funded Project,
 - 5. Voluntarily excluded from participation in its federally funded Project, or
 - 6. Disqualified from participation in its federally funded Project, and
 - iii. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.
- 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____/_____/_____

Name and Title of Contractor's Authorized Official: _____

Exhibit A

Scope of Work – CALSTART

Porterville Transit – HOPE Program Grant

Task 3: Community and Stakeholder Engagement

CALSTART will conduct a Community and Stakeholder engagement outreach project with the assistance of Porterville Transit. Partner, Via, will provide guidance for the development of outreach materials, the information needing to be collected, and participate when called upon for assistance with workshops, interviews, and additional outreach efforts as determined by Porterville Transit and CALSTART.

Task 9: Evaluation of Energy Load

CALSTART will conduct route modeling on existing and planned fixed routes within Porterville Transit's system. This work will analyze the energy load necessary to keep services in operation through a short-term and long-term outage.

Task 10: Microgrid Technical and Economic Assessment

CALSTART will conduct a microgrid planning analysis based upon system needs and perform a cost analysis for the system. This will entail various mixes of power supply sources along with cost estimates/

Task 11: Design and System Size

Based upon Task 10 and Porterville's available land and roof space, a preliminary design will be conducted. The design will account for the sizing of the system based upon Porterville Transit's input on duration and desire of microgrid integration and utilization.

Task 12: Financing Options

CALSTART will interface with Schneider Electric in order to determine financing terms to evaluate the microgrid construction.

Task 13: Reporting

CALSTART will provide the following reports to Porterville Transit:

- **Monthly progress reports** on CALSTART and Via's work, as well as noting any potential set backs and plans to overcome them
- **Task completion reports**, which will be a collection of Via's supplied reports and CALSTART generated reports
- **Quarterly Reporting** summarizing all work completed for the previous quarter and upcoming work
- **Final Report** which will combine CALSTART and Via's findings and reporting into a presentation to be given before the City of Porterville's Board



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Addendum No. 2 to 4Creeks Villa Street Reconstruction Service Agreement

SOURCE: Engineering and Project Management

COMMENT: At its meeting on February 19, 2019, the City Council authorized staff to execute a consultant service agreement for the reconstruction of Villa Street between Henderson Avenue and Olive Avenue. The proposal from 4Creeks for the reconstruction design was for an amount of \$247,215. This included project management, surveying, geotechnical investigation, and construction plans. Addendum No. 1 to this agreement in the amount of \$51,900 was authorized by the Council on April 7, 2020, and it included the design of a box culvert bridge in lieu of a culvert pipe at the Porter Slough Crossing and the inclusion of recycled water pipe.

Public Works Staff has since evaluated the existing sewer lines in this project area with cameras and found cracks along the line that should be addressed while the street is under reconstruction. Utility potholing has determined that standard design depths for utility installation of the existing utilities were not utilized and these depths had been assumed to this point in the design process. To prevent costly delays and redesigns during the construction phase, staff is recommending the incorporation of the full pothole report for the project area into this agreement.

Staff recommends approval of the addendum in order to allow the consultant to proceed to a 100% design submittal to maintain the project's schedule. Local Transportation Fund (LTF) funding is available for this addendum.

RECOMMENDATION: That the City Council:

1. Authorize the Mayor to execute Addendum No. 1 to 4Creeks' Service Agreement at an agreed upon fee of \$59,750 for the services described herein; and
2. Authorize progress payments up to 100% of the fee amount and authorize a ten percent (10%) contingency to cover unforeseen costs.

ATTACHMENTS:

1. Villa Street Change Order 2 Proposal
2. Villa Street Reconstruction Locator Map

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

May 25, 2021

Mr. Daniel Cervantez

Engineering & Project Management Director
City of Porterville
291 N. Main St.
Porterville, CA 93257



Subject: Change Order 2 Design Proposal for Villa Street Reconstruction Project, Sewer Design, Pothole Incorporation, and Bidding and Construction Assistance

Dear Mr. Cervantez,

This Change Order 2 is being provided at the request of the City to add sections of sanitary sewer replacement to the design of Villa Street Reconstruction. Listed below is the general scope of work and fees for these services. This work will be completed and ready to bid according to the modified project schedule. It is our understanding that the three (3) phases of Villa Street Reconstruction Project will be bid together.

Task 1: Sanitary Sewer Design

- The sections of existing sanitary sewer that require replacement will be determined from the sewer inspection reports provided by the City. It is our understanding that the sewer mains will be replaced in kind and will tie into existing maintenance holes.
- Sewer laterals within the sections of replaced sewer main will be replaced in kind.
- Existing sewer laterals will be shown on plan view for information only.
- Include this work in the cost estimates and specifications for the project.
- This task also includes additional project management and coordination work due to the addition of the sanitary sewer main and the delay in receiving the sanitary sewer inspection reports.

The above **Task 1** services will be provided for a **Fixed Fee of \$11,490.**

Task 2: Pothole Report Incorporation

- Depth and location of existing utilities per the pothole investigation report received on May 7, 2021 will be incorporated into the plans.
- This task includes rework required to design the water main and recycled water main to avoid existing utilities according to the best available information.
- This task also includes additional project management and utility coordination work due to the discovery of additional utility conflicts.
- Include revised quantities in the cost estimate for the project.

The above **Task 2** services will be provided for a **Fixed Fee of \$18,270.**

Task 3: Bidding Phase Services

- Hold Pre-Bid Meeting with Contractors
- Maintain Contractor Plan Holders List
- Provide supplemental instructions and clarifications to bidders, as necessary. Produce addendums to modify the bid documents (Plans and Specifications) as required.
- Receive bids.
- Tabulate bids after opening and recommend lowest awarded bidder to the City.

The above **Task 3** services will be provided for a **Fixed Fee of \$6,830**.

It is our understanding that the three (3) phases of Villa Street Reconstruction Project will be bid together.

Task 4: Construction Assistance

- Attend the pre-construction meeting
- Respond to Requests for Information
- Review Submittals if requested by the City
- Issue Contract Document revisions as required
- Assist the City with Change Order review as required.
- Review the Contractor-supplied Dust Control plan.
- Draft a set of Record As-Built plans at project completion using information provided by the City / Contractor.

The above **Task 4** services will be provided on a **Time and Materials Basis**. The **Estimated Fee for these services is \$23,160**. It is our understanding that the City plans to use 4Creeks on a very minimal basis during construction.

Total Change Order 2 Amount (Tasks 1-4) = \$59,750

City of Porterville Responsibilities

- Same as the original proposal.

Exclusions

- Any work not specifically listed in this scope of services.

If you have any questions or need any additional information, please feel free to give us a call to discuss.

Sincerely,



Chris Crawford, PE 71192
Sr. Civil Engineer



Matthew D. Ainley, PE 66233
Principal-In-Charge

Approval:

City Signature

Date

Villa St - Change Order 2

Fee Breakdown

C. Crawford - 5/25/21

Project Technician II	Project Technician III	Project Tech IV	Project Tech V	Engineer I	Engineer IV	Engineer V	Principal Engineer	Utility Designer II	Structural Engineer II	Reimbursable Expenses	TOTAL
\$65	\$75	\$85	\$95	\$110	\$140	\$150	\$170	\$130	\$135	Fee Varies	

Task 1 - Sanitary Sewer Design

Sanitary Sewer Design				45		4					\$5,550
Cost Estimate and Specifications				22		4					\$3,020
Project Management/Quality Control				10		10					\$2,600
Admin.		2					1				\$320
											\$11,490

Task 2 - Pothole Report Incorporation

Modifications to Water Main and Recycled Water Main Design				85		10					\$10,850
Utility Coordination				28		4					\$3,680
Cost Estimate and Specifications				12		4					\$1,920
Project Management						10					\$1,500
Admin.		2					1				\$320
											\$18,270

Task 3 - Bidding Phase Services

Pre-bid Meeting						3					\$450
Maintain Bid Holders List					8						\$880
Provide Summplemental Instructions and Addendums					18	8	4				\$3,700
Receive and Tabulate Bids					6						\$660
Project Management/Admin		2			2		4	1			\$1,140
											\$6,830

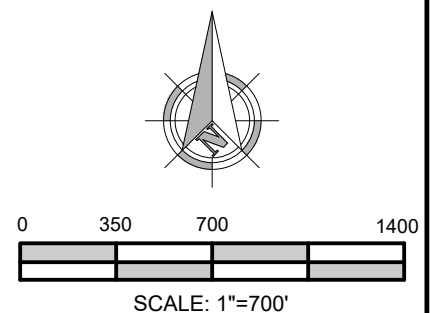
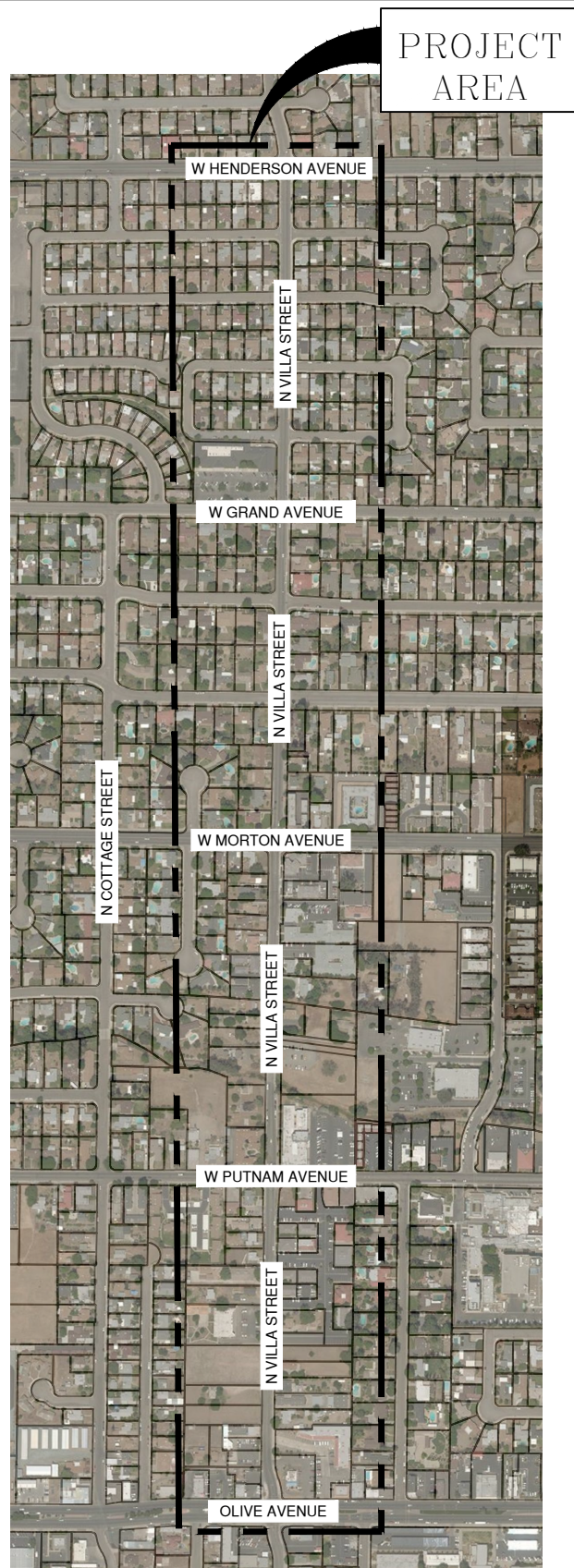
Task 4 - Construction Assistance

Attend Precon Meeting						3					\$450
Respond to RFI's and Document Revisions during bid					62	14	10				\$10,280
Assist with Minimal Submittal Review						10	4				\$2,000
Assist with Minimal Change Order Review						10	4				\$2,000
Review Contractor Dust Control Plans						8					\$1,120
Draft Record As-Built Drawings					32	12	4			\$100.00	\$6,000
Project Management/Admin		2			2		4	2			\$1,310
											\$23,160

TOTAL:

0	8	0	0	332	62	86	5	0	0	100	
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TOTAL = \$59,750



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

VILLA STREET RECONSTRUCTION
BETWEEN OLIVE AVENUE AND
HENDERSON AVENUE

DRAWN BY	KRS
CHECKED BY	MKR
SCALE	1" = 700'
DATE	2/14/2019

SHEET
1
OF
1



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: FirstNet Service Contract for Fire Department

SOURCE: Fire

COMMENT: Title IV of the Middle Class Tax Relief and Job Creation Act of 2012 created the First Responder Network Authority, or FirstNet. FirstNet is an independent authority within the National Telecommunication and Information Administration (NTIA), in charge of establishing “a nationwide, interoperable public safety broadband network.” The law allocated \$7 billion and 20 MHz of valuable 700 MHz D-Block spectrum to the network. Additionally, the law required the Federal Communications Commission (FCC) to form an advisory board to create technical standards that would allow for interoperability between the equipment used by all emergency services on the public safety broadband network.

Without a dedicated public safety network, first responders communicate using either land mobile radios (LMRs) or commercial cell networks. LMRs are wireless communications systems that support voice and low-speed data communications. Commercial cell networks can provide high-speed data and access to applications, but cannot deliver the high security standards that LMRs can for voice communications.

Emergency responders and the military have used LMRs for decades for “mission critical voice” communications because LMRs are the most reliable and secure systems in a variety of environments and scenarios. However, LMRs operate on thousands of different networks and are often not interoperable because they operate on different spectrum frequencies. They are encrypted in different ways. Newer LMRs are not backwards compatible and the systems are not standardized but rather customized by vendors or agencies.

The Fire Department’s involvement in FirstNet will support communications with dispatchers, as well as provide additional information needed when responding to various emergencies, including hazardous materials data sheets, hydrant locations, street segments, building pre-plans, and real-time major incident updates. This system will be critically important during major emergency incidents, but will also assist the Fire Department in localized emergency response. Given the Federal government’s goal to have all emergency responders use FirstNet, the City’s use of the system will also improve communications with State and regional emergency responders during a major incident.

Inclusion in this program will involve a set up cost of \$9,639.87 for devices necessary to operate the system, tablets and routers. In addition, a monthly service cost of \$520 would provide the network service for all devices. The Fire Department received a Homeland Security grant in the amount of \$9,000, which will fund the majority of the cost to purchase the devices; the additional expense will be funded through the Fire Department's Measure I allocation for operations, as will the ongoing operations costs at \$520 per month. This emergency communications system will function entirely independent of City resources.

In March 2017, FirstNet formed a public-private partnership with AT&T, awarding AT&T a 25-year contract to build out the network. Under this deal, FirstNet agreed to give AT&T access to the 20 MHz of spectrum allocated under the law and provide \$6.5 billion over the first five years. In return, AT&T agreed to provide access to its existing infrastructure and will “spend about \$40 billion over the life of the contract to build, deploy, operate and maintain the network.” Under the contract, AT&T will make annual payments that total \$18 billion over the 25-year period. Approximately \$3 billion will be used to fund FirstNet’s operational expenses, while the rest will be reinvested into the FirstNet system. For this reason, FirstNet is a sole-source provider and no other bids were received for this contract.

RECOMMENDATION: That the City Council authorize the Fire Department's involvement in FirstNet, including the one-time purchase of devices in the amount of \$9,639.87 and a monthly service fee of \$520, for emergency communications.

ATTACHMENTS: 1. FirstNet Quote

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager

Mobility Summary

Mobility Overview

- 13 Total Devices
- Unlimited Data

Total Cost

Plans	\$520.00/mo
Total Monthly Cost	\$520.00/mo
Devices	\$9,639.87
Total One-Time Cost	\$9,639.87

Mobility Details

Plans

Unlimited – Primary

Included

- Unlimited data
- AT&T Business Fast Track or First Priority™

Access Charges

13 × Data Only Device with Tethering at \$40.00 each	\$520.00/mo
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Monthly Plan Cost	\$520.00/mo
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Devices (13)

iPad® Pro 12.9" 4th gen 128GB with Subsidized (2-year) (12)

Monthly Cost

No Protection

One-Time Cost

Base One-Time Cost at \$799.99 each	\$9,599.88
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Nighthawk router with Subsidized (2-year) (1)

Monthly Cost

No Protection

One-Time Cost

Base One-Time Cost at \$39.99 each

\$39.99

Device costs calculated for 13 / 13 devices

This information is provided to you for informational purposes only. The terms of the identified plans can be found in the applicable brochures at the links below. AT&T may revise these terms at any time. In the event of a conflict between this information and the applicable business agreement, the applicable business agreement will control. AT&T disclaims all warranties including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. In no event shall AT&T be liable for any damages relating to the use or results of the calculator. The quoted rates are estimates of the monthly charges for the identified plans only and are based on the information provided by you. These rates do not include additional devices, features or services. Quoted rates supersede those in the applicable brochures, which are standard published rates, and not the discounted rates quoted herein, based on national, state or local contracts. Rates are subject to change and do not include taxes, fees, overage charges or surcharges. Activation fees, additional deposits and other restrictions may apply.

FirstNet Rate Plans - Agency Paid - Pooled & Unlimited	
Primary Users	https://www.firstnet.com/firstnetprimary
Primary Users (State/Local Gov)	https://www.firstnet.com/firstnetgovprimary
Extended Primary Users	https://www.firstnet.com/firstnetextended
Extended Primary Users (State/Local Gov)	https://www.firstnet.com/firstnetgovextended

FirstNet Machine-to-Machine Rate Plans	
Primary Users	https://www.firstnet.com/firstnetprimarym2m
Primary Users (State/Local Gov)	https://www.firstnet.com/firstnetgovprimarym2m
Extended Primary Users	https://www.firstnet.com/firstnetextendedm2m
Extended Primary Users (State/Local Gov)	https://www.firstnet.com/firstnetgovextendedm2m

FirstNet Enhanced Push-to-Talk Rate Plans	
Primary Users	https://www.firstnet.com/epttonlyprimary
Primary Users (NASPO)	https://www.firstnet.com/epttonlyprimarynaspo
Primary Users (NPPGov)	https://www.firstnet.com/epttonlyprimarynppgov
Extended Primary Users	https://www.firstnet.com/epttonlyextprimary
Extended Primary Users (NASPO)	https://www.firstnet.com/epttonlyextprimarynaspo
Extended Primary Users (NPPGov)	https://www.firstnet.com/epttonlyextprimarynppgov

FirstNet Enhanced Push-to-Talk Bolt-Ons

Primary Users	https://www.firstnet.com/epttboltonprimary
Primary Users (NASPO)	https://www.firstnet.com/epttboltonprimarynaspo
Primary Users (NPPGov)	https://www.firstnet.com/epttboltonprimarynppgov
Extended Primary Users	https://www.firstnet.com/epttboltonextprimary
Extended Primary Users (NASPO)	https://www.firstnet.com/epttboltonextprimarynaspo
Extended Primary Users (NPPGov)	https://www.firstnet.com/epttboltonextprimarynppgov

FirstNet International Roaming Packages

International Pass Packages	https://www.firstnet.com/internationalterms
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CITY COUNCIL AGENDA – JUNE 15, 2021

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

SOURCE: Public Works

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

At its meeting on August 11, 2020, the TCRTA, a public entity, was created by a Joint Exercise of Powers Agreement executed by the Cities of Exeter, Farmersville, Lindsay, Porterville, Tulare, Woodlake, and the County of Tulare.

At the TCRTA Board of Directors meeting on August 24, 2020, the TCRTA interim Executive Director discussed the need to have transit operations staff to begin working on items, such as, transit planning services.

At its meeting on September 1, 2020, the Council approved a Memorandum of Understanding (MOU) with the TCRTA to provide transit planning services necessary for TCRTA to carry out the powers granted to TCRTA by the Joint Power Agreement. Since this time, the City has been providing administrative services to the TCRTA at the agreed rate of one-half of the City staff time.

At its meeting on May 17, 2021, the TCRTA Board approved the hiring of the City's Transit Manager as its Executive Director. With the hiring of the City's Transit Manager, the City is in need of administrative services from the TCRTA to carry out its public transportation system during the transition period.

The attached draft MOU between the City and the TCRTA details the administrative services the TCRTA will provide to the City to comply with the basic requirements of the Federal Transit Administration (FTA) and the management of its public transportation system and planned projects. The draft MOU stipulates that TCRTA compensation to any TCRTA personnel performing services for the City is based upon TCRTA actual costs and invoiced monthly.

There is no fiscal impact to the transit budget. Federal Transportation Agency (FTA) and State Transit Development Act (TDA) funds will continue to pay for

expenses related to the Transit Manager position that is budgeted annually.

RECOMMENDATION: That the City Council:

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

ATTACHMENTS:

1. Draft Memorandum of Understanding
2. September 1, 2020 Staff Report

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of June 15, 2021, by and between the **CITY OF PORTERVILLE**, a California municipal corporation (“CITY”) and the **TULARE COUNTY REGIONAL TRANSIT AGENCY**, a joint powers agency (“TCRTA”). “TCRTA and CITY are each a “Party” and together are the “Parties” to this MOU, which is made with reference to the following:

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

B. CITY desires to have professional staff to perform certain administrative functions which is required of its public transportation system; and

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

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

NOW, THEREFORE the Parties agree as follows:

1. TCRTA shall provide to CITY administrative services necessary for CITY to carry out its public transportation system. Such services shall be provided to CITY to comply with the basic requirements of the Federal Transit Administration, directly tied to a law, regulation, circular, master agreement, or other binding guidance.

2. TCRTA administrative services may include, but is not limited to, the following:

- | | | |
|----------------------------|-----------------------------------|-----------------------------|
| • Grant Award Management | • FTA Program Management | • Project Management |
| • Transit Asset Management | • Contractor Oversight | • Procurement |
| • Title VI | • Americans with Disabilities Act | • Complementary Paratransit |
| • Fixed Route | • Demand Response | • FTA Program Requirements |

3. In addition to the administrative services specified in Paragraphs 1 and 2 above, CITY may authorize TCRTA to perform additional administrative services for CITY under this MOU.
4. TCRTA shall provide the personnel necessary to perform the services referred to in Paragraphs 1 and 2 above. Such personnel shall perform services for CITY on such days and at such hours as may be agreed upon by the TCRTA Executive Director and the CITY's City Manager (or designee).
5. TCRTA and CITY acknowledge and agree that compensation paid by CITY to TCRTA is based upon TCRTA actual costs of providing the services required herein, including salaries and benefits of employees. CITY therefore has no responsibility beyond compensation required under this MOU.
6. CITY shall have no responsibility for the payment of any salaries, wages, or other compensation to any TCRTA personnel performing services for CITY pursuant to this MOU, or any liability other than that provided for in this MOU. CITY shall not be liable for compensation or indemnity to any TCRTA employee for injury or sickness arising out of his or her employment.
7. All persons employed in the performance of services for CITY under this MOU shall be TCRTA employees. However, TCRTA may from time to time subcontract portions of the required work, with the prior approval of CITY.
8. TCRTA shall submit invoices, not more often than once per month, based on the total number of hours of work performed by each employee performing services herein.
9. CITY shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
10. In rendering such services to CITY, 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 TCRTA.
11. 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 CITY's City Manager or Governing Board shall be final with regard to the services performed under this MOU.
12. 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.
13. Pursuant to Sections 895-895.8 of the Government Code, TCRTA shall indemnify and hold harmless CITY from any loss, damage or liability arising out of the performance of the duties of TCRTA employees for CITY pursuant to this MOU. However, TCRTA, its officers and employees, do not indemnify CITY or assume any liability for intentional or negligent acts of CITY or its officers and employees.
14. This MOU shall become effective when it has been executed by both Parties and shall continue in effect until terminated. This MOU may be terminated by either Party upon not less than thirty (30) days' advance written notice to the other Party, which notice shall specify the effective date of the termination and the reasons therefor.

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

CITY OF PORTERVILLE

**TULARE COUNTY
REGIONAL TRANSIT AGENCY**

By _____
City Manager

By _____
Executive Director

ATTEST: City Clerk

Approved as to form:
County Counsel

By _____

Approved as to form:
City Attorney

By _____
Deputy

By _____



CITY COUNCIL AGENDA – SEPTEMBER 1, 2020

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

SOURCE: Public Works

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

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

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

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

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

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

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

RECOMMENDATION: That the City Council:

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

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Parks and Leisure Services Commission Meetings

SOURCE: Parks and Leisure Services

COMMENT: The Parks and Leisure Services Commission has expressed an interest in going on hiatus for the months of July and August 2021 as it has done in the past. The Commission is willing to schedule a meeting if needed and a seventy-two (72) hour notice would be posted should the need to meet arise. Similarly, the Library and Literacy Commission and the Youth Commission also do not meet during the summer months. This matter was considered by the Parks and Leisure Services Commission at its meeting on June 3, 2021, and the motion to go on summer hiatus was approved unanimously.

Pursuant to the provisions of the Municipal Code, the Commission is permitted to designate its date and time for meetings. It states, "The Commission shall hold meetings regularly and shall designate the time and place thereof. It shall adopt its own rules of procedure and shall keep a record of its proceedings. All meetings and records of the commission shall be public."

RECOMMENDATION: That the City Council approve the Parks and Leisure Services Commission's request to not meet during the months of July and August 2021, with the Commission being available to meet if necessary.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Approval of Resolution Authorizing the Filing of Regional Surface Transportation Program Exchange Program Fund Claim for the Year 2020-2021

SOURCE: Finance

COMMENT: Each year, the City receives an apportionment of federal Regional Surface Transportation Program (RSTP) funds in exchange for State Highway Account funds from the Tulare County Association of Governments (TCAG). For fiscal year 2020-2021, the amount of RSTP funds available to claim from TCAG is \$676,015.

In order for the City to receive distribution of RSTP funds, TCAG requires a Resolution of the City Council authorizing a specific person to file the claim form. Attached is a draft Resolution authorizing the Finance Director to sign and submit the claim to TCAG for RSTP funds in the amount of \$676,015 for the fiscal year 2020-2021.

RECOMMENDATION: That the City Council authorize and direct the Finance Director to sign and submit the FY 2020-2021 Regional Surface Transportation Program Exchange Program fund claim to the Tulare County Association of Governments on behalf of the City in the amount of \$676,015.

ATTACHMENTS:

1. Draft Resolution
2. RSTP Claim Form: FY 2020-2021

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING THE FINANCE DIRECTOR
TO FILE A REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)
EXCHANGE FUND CLAIM FORM FOR FISCAL YEAR 2020-2021

WHEREAS: The Tulare County Association of Governments (TCAG) and the California Department of Transportation (Caltrans) have entered into a Standard Agreement contract to exchange unobligated balances of federal Regional Surface Transportation Program (RSTP) funds with non-federal State Highway Account funds; and

WHEREAS: Caltrans Division of Programming releases a 5-year ESTIMATE of RSTP Exchange Program apportionments for inclusion in the Federal Transportation Improvement Program (FTIP) Programming document every 2 years to California Metropolitan Planning Organizations (MPOs); and

WHEREAS: TCAG is the designated MPO for Tulare; and

WHEREAS: The Annual RSTP Exchange Program fund apportionment is an ESTIMATE and subject to change during the Fiscal Year 2020-2021 due to many Federal Surface Transportation Bill variables including the annual appropriations act as well as other Congressional actions (i.e., rescissions); and

WHEREAS: The FINAL RSTP Exchange apportionment amount is published at the end of Fiscal Year 2020-2021 and can be different than the ESTIMATE of RSTP Exchange apportionment figure; and

WHEREAS: Annually, Caltrans sends TCAG a Standard Agreement contract that includes an RSTP Exchange Program apportionment figure; and

WHEREAS: TCAG applies a population-based distribution formula using current Department of Finance (DOF) population estimates (January 2021) to the RSTP apportionment to determine the amount of RSTP Exchange funds to be distributed to TCAG member jurisdictions; and

WHEREAS: The ESTIMATE of RSTP Exchange Program fund apportionment amount available to claim in Fiscal Year 2020-2021 for the City of Porterville is \$676,015; and

WHEREAS: Payment of the ESTIMATE of RSTP Exchange fund claim will be subject to all conditions specified in the fully executed standard contract agreement between TCAG and Caltrans, as well as the TCAG RSTP Exchange claim form requirements: Projects to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23 of the United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is higher for Fiscal Year 2020-2021 than the ESTIMATE of RSTP Exchange apportionment figure, Caltrans would have to revise the RSTP Exchange Standard Agreement contract with the higher RSTP figure before TCAG could instruct the Tulare County Auditor-Controller's Office to distribute a greater amount of RSTP Exchange Program funds to member agencies, than identified in this resolution; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is lower for Fiscal Year 2020-2021 than the ESTIMATE of RSTP Exchange apportionment amount, Caltrans does not have to revise the RSTP Exchange contract with the lower amount before TCAG could recalculate the available RSTP Exchange Program funds using the same population-based formula and then instruct the Tulare County Auditor-Controller's Office to distribute the lower Fiscal Year 2020-2021 FINAL RSTP Exchange Program fund amount to member agencies; and

WHEREAS: The City of Porterville has established special gas tax street improvement fund as a requirement to receive the RSTP Exchange Program funds; and

WHEREAS: It is deemed in the best interest of the City of Porterville to authorize the Finance Director to sign the Fiscal Year 2020-2021 RSTP Exchange Program fund claim form and to submit said claim form to TCAG for processing.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby authorize and direct the Finance Director to sign and submit the above described Fiscal Year 2020-2021 RSTP Exchange Program fund claim on behalf of the City of Porterville in the amount of \$676,015.

PASSED, APPROVED AND ADOPTED this 15th day of June, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY2020-2021**

Claimant: **City of Porterville**

FY 2020-2021 Claim Amount: \$676,015

Claim Guidelines:

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the "Exempt" box. (●)
4. If the project is a capacity expanding project and the "build" alternative of the air quality conformance analysis has been completed for the project as required check the "Air Quality" box. (●)

Project	Cost of Project	Air Quality	Exempt
1. City's cold mix overlay program	\$ 676,015	●	X
2.	\$	●	●
3.	\$	●	●
4.	\$	●	●

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2020-2021**

Claimant: **City of Porterville**

FY 2020-2021 Claim Amount: **\$676,015**

It is understood by **City of Porterville**, (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the **Finance Director** of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

Signature

Print Name

Title

Date

Executive Director, TCAG

Print Name



CITY COUNCIL AGENDA – JUNE 15, 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 June 1, 2021, the City Council took action in the continued affirmation of the adoption of a Resolution of Declaration of Local Emergency. Initially, 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. At its meeting on June 1, 2021, the Council approved the State Water Board funding agreement for the development of a City-owned production well, distribution mains and water

meters to serve each customer, as well as fire hydrants.

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
9. State Water Board Funding Agreement: Akin/Central Consolidation Project

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

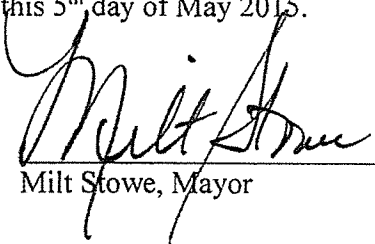
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

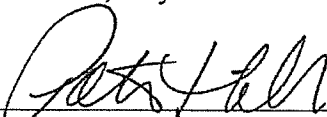
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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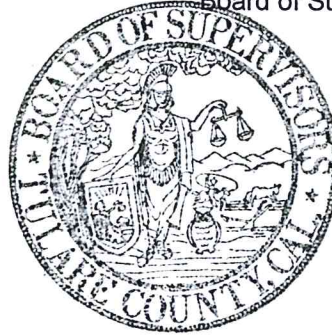
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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

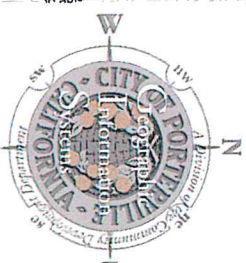
ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'



 East Porterville Project Boundary

Parcels Within Project Boundary Area (1,776)

CityLimits

UDB

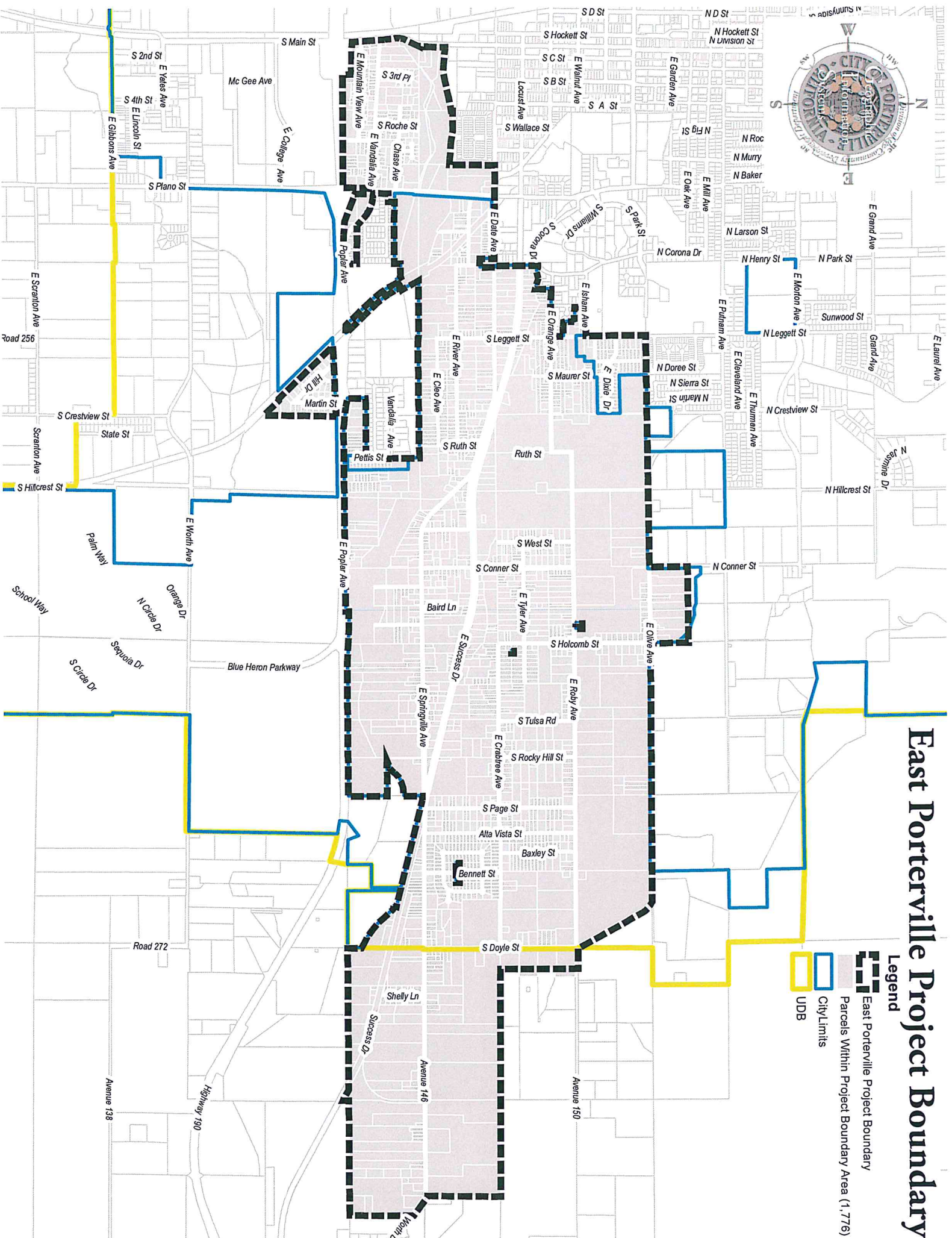


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

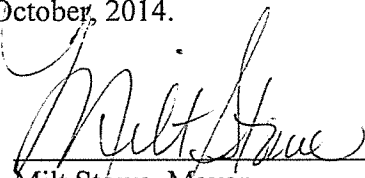
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

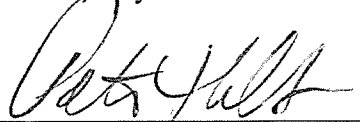
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

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



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

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

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

East Porterville Properties



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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

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

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



DRINKING WATER CONSTRUCTION LOAN

AGREEMENT NO. SWRCB0000000000D2002017

by and between

CITY OF PORTERVILLE ("Recipient")

and

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")



STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

for the purpose of the

AKIN/CENTRAL WATER CONSOLIDATION PROJECT
5410010-018C AND 5400655-001C ("Project")

- Section 116760 et seq. of the Health and Safety Code and Resolution Nos. 2019-0065 and 2020-0022.

PROJECT FUNDING AMOUNT: \$4,787,664
PRINCIPAL FORGIVENESS COMPONENT: \$4,787,664

ESTIMATED REASONABLE PROJECT COST: \$4,787,664
ELIGIBLE WORK START DATE: JULY 1, 2016
ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 22, 2020
CONSTRUCTION COMPLETION DATE: OCTOBER 1, 2023
FINAL REIMBURSEMENT REQUEST DATE: APRIL 1, 2024
RECORDS RETENTION END DATE: OCTOBER 1, 2059

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - Exhibit A – Scope of Work and Schedule
 - Exhibit B – Specific Funding Provisions
 - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - Exhibit D – Special Conditions
2. The following documents are also incorporated by reference:
 - the Drinking Water System Permit No. 03-12-06P-004;
 - the Davis-Bacon requirements found at:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/2020_dwsrf_governmental_entities.pdf
3. Party Contacts during the term of this Agreement are:

State Water Board		City of Porterville	
Section:	Division of Financial Assistance		
Name:	Pete Stamas, Project Manager	Name:	Monte Reyes, Mayor
Address:	1001 I Street, 16th Floor	Address:	291 North Main Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Porterville, CA 93257
Phone:	(916) 552-9983	Phone:	(559) 782-7499
Fax:		Fax:	
Email:	Pete.Stamas@waterboards.ca.gov	Email:	montereyes@portervilleca.gov

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (b) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (c) The Recipient must deliver to the Division a resolution certifying that its decision-making body reviewed and considered the Mitigated Negative Declaration filed by the State Water Board for the Akin Water Company Water Supply Project together with the Mitigation Monitoring and Reporting Program and reached its own conclusions on whether and how to approve the Project, pursuant to Section 15050 (b) of the CEQA Guidelines.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: _____
Name: Monte Reyes
Title: Mayor

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Leslie Laudon
Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 40 years. The funding under this Agreement shall be used to provide the residents of two small disadvantaged communities currently served by Akin Water Company (Akin WC) and Central Mutual Water Company (Central MWC) with a sustainable source of safe drinking water.

A.2. SCOPE OF WORK.

The Recipient agrees to do the following: consolidate with Akin WC and Central MWC. Recipient also agrees to construct a new production well, estimated to produce between 1,300 and 1,800 gallons per minute, to provide the needed source capacity for the consolidation of Akin WC, the consolidation of Central MWC, as well as satisfy the remainder of East Porterville residents' capacity needs.

The Recipient agrees to do the following for the Akin WC service area: construct approximately 1,500 feet of 8-inch waterline to provide water service to each customer currently served by Akin WC; install approximately three new fire hydrants and twenty-six new service laterals and meters; and destroy Akin WC's two existing wells.

The Recipient agrees to do the following for the Central MWC service area: construct approximately 1,400 feet of 6-inch waterline to provide water service to each customer currently served by Central MWC; install approximately four new fire hydrants and thirty-four new service laterals and meters; and destroy Central MWC's existing well.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient

must complete and submit all work in time to be approved by the Division prior to the Project Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications		September 1, 2021
2.	Final Budget Approval Package		February 1, 2022
3.	Completion of Construction	October 1, 2023	
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		October 1, 2023
3.	Project Completion Report		December 1, 2023
4.	As Needed Reports		TBD
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	April 1, 2024	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 SPECIAL REPORTS.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

(c) The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

(a) The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

(b) The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

(c) If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$3,194,720	\$3,194,720
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$638,944	\$638,944
Allowances (Soft Costs)	\$954,000	\$954,000
TOTAL	\$4,787,664	\$4,787,664

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Reasonable indirect costs may be allowable upon approval by the Division.

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary

Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

(a) Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs as specified below through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(c) Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after this the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:
 - Work Completion
 - Work Completion Date
2. Each capitalized term used in this Agreement has the following meaning:
 - "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
 - "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
 - "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
 - "District Office" means District Office of the Division of Drinking Water of the State Water Board.
 - "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
 - "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
 - "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
 - "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
 - "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project without the Division's approval;
 - "Final Budget Approval" means the Division-approved final budget for the Project, as set forth in Exhibit B.
 - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
 - "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
 - "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
 - "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all

reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the City of Porterville, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

3. Acknowledgements.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

4. Rates and Charges. The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.
5. [RESERVED]
6. [RESERVED].

7. Environmental/Technical Special Conditions

Technical:

1. The Recipient shall submit its professional engineering services contract to the Division prior to disbursement of funds for costs incurred under such contract.
2. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division of Drinking Water Tulare District Office Engineer and the Project Manager.
3. The Recipient must submit final consolidation agreements with Akin WC and Central MWC, in a form satisfactory to the Division, and receive written approval from the Project Manager to proceed before Project Funds may be disbursed for any Project Costs under the Agreement.
4. Upon completion of the Project the Recipient shall submit a water supply permit amendment request for review to the Division of Drinking Water Tulare District Office.

Environmental:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The Mitigation Monitoring and Reporting Program adopted by the State Water Board on June 16, 2016 for the Project. The Recipient shall implement all mitigation measures therein.
 - b. The letter dated February 12, 2020, from Patricia Cole of the United States Fish and Wildlife Service, San Joaquin Valley Division to Douglas E. Eberhardt of the United States Environmental Protection Agency, including, but not limited to, the following:
 - i. Implement Avoidance and Minimization Measures and Best Management Practices prior to and during construction activities to minimize and avoid effects to the San Joaquin kit fox.
 - c. The Mitigation Monitoring and Reporting Program adopted by the City of Porterville on April 21, 2020 for the Central Mutual Water Company Consolidation Project. The Recipient shall implement all mitigation measures therein.
2. In the Recipient's Quarterly Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
3. In the Recipient's Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
8. [RESERVED].
9. Appointment of Receiver/Custodian. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.
10. [RESERVED].
11. Damages for Breach of Federal Conditions. In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

12. [RESERVED].

13. Operation and Maintenance. The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

14. Insurance. The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System or Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens. Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

15. Notice Events. Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- a. The Recipient must notify the Division within 24 hours by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- b. The Recipient must notify the Division promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;

- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement.
- xv. Completion of work on the Project.
- xvi. The Recipient must promptly notify the Division and Party Contacts of cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xvii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xviii. The Recipient must promptly notify the Division and Party Contacts of Completion of Construction, and Project Completion;
- xix. The Recipient must promptly notify the Division and Party Contacts of the award of the prime construction contract for the Project; and the Recipient must promptly notify the Division and Party Contacts of Initiation of construction of the Project.

xx. The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.

xxi. [RESERVED].

16. Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
17. State Cross-Cutters. Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:
- a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
 - b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
 - c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
 - d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
 - e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
 - f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
 - g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
 - h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
 - i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
 - j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
 - k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
18. Financial Management Systems. The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been

used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

19. Access and Inspection. In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.
20. Fraud, Waste, and Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to reimbursement requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.
21. Disputes. The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
22. Additional Representations and Warranties. The Recipient makes the following representations and warranties:
 - a. [RESERVED].
 - b. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application, a material fact that makes the statements in its application not misleading.
 - c. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
 - d. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

- e. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
 - f. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
 - g. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
 - h. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
 - i. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
 - j. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.
 - k. The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in this paragraph.
 - l. The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.
 - m. The Recipient possesses all water rights necessary for this Project.
23. Federal SRF Requirements. The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:
- a. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the

Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- b. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 2 of this Agreement in all construction contracts and subcontracts.
- c. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- d. The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.
- e. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- f. [RESERVED]
- g. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- h. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- i. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- j. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://Edison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

- k. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- l. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- m. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- n. The Recipient certifies to the best of its knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.
 - iii. The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.
- o. The Recipient must comply with the following federal non-discrimination requirements:
 - i. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - ii. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - iii. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - iv. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - v. 40 CFR Part 7, as it relates to the foregoing.
 - vi. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech
 - vii. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).

- p. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- q. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises as set forth in this Agreement.
- r. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- s. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- t. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- u. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- v. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- w. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- x. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- y. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- z. The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and

disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- aa. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- bb. The Recipient certifies that no Project Funds will be used on:
 - i. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - ii. Telecommunications or video surveillance services produced by such entities;
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - iv. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Adoption of Fiscal Year 2021-2022 Budget

SOURCE: City Manager's Office

COMMENT: Consistent with the City Charter, the City Manager has submitted for the City Council's consideration the proposed Budget for the 2021-2022 Fiscal Year. Section 51 of the Charter provides that the City Manager shall provide not later than thirty (30) days before the end of the City's fiscal year, an estimate of expenditures and revenues of the City Departments for the ensuing year.

The budget message presented with the draft document is attached, which emphasizes the significant projects and factors involved with the Budget's development, and recommends periodic review of budget targets and the revision of expenditures to meet those targets (if necessary).

Generally, the overall reduction in Fund balances proposed will result from using monies accumulated for capital expenditure being used to implement projects.

During the Council's review of the proposed Budget at its meeting on June 1, 2021, staff indicated that due to developing efficiencies of the City's self-perform street maintenance program, as well as increasing cost of materials, it was recommended that an additional \$400,000 in local Measure R funds be appropriated (\$1 million total), and an additional \$100,000 in Measure I funds be appropriated (\$500,000 total).

The Charter provides that "after duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the Council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted." All spending authority from the current 2020-2021 Fiscal Year budget expires after June 30, 2021. Therefore, a new budget must be adopted which allows payroll to be paid and routine expenditures to be incurred effective July 1, 2021. The Charter is not specific as to the duration of the adoption, thus, accordingly, consistent with past Council discussion, the Council may authorize a budget adoption period less than the full fiscal year.

RECOMMENDATION: That the City Council conduct the Public Hearing and consider for adoption the proposed 2021-2022 Fiscal Year Budget, including any modifications and for the time period as designated

by Council.

ATTACHMENTS:

1. Budget Message
2. Draft Resolution for the 2021-22 General Fund Budget
3. Draft Resolution for the 2021-22 Budgets for the Special Revenue, Enterprise, Internal Service, and Capital Projects Funds
4. 2021-22 Recertification of Measure H Expenditure Plan
5. 2021-22 Annual Budget - Fund Summaries
6. 2021-22 Annual Budget - Fund Details
7. 2021-22 Capital Projects
8. 2021-22 Equipment Replacement Schedule

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

FY 2021-2022 Preliminary Budget
June 1, 2021

Honorable Mayor, Vice Mayor and Members of Council:

More than a decade removed from the beginning of the “Great Recession” in 2008, the City endured extraordinary budgetary challenges through diligent fiscal stewardship and strategic planning, and has continued to make progress toward improving services and the community’s overall quality of life, and at the same time preparing for future opportunities and fiscal challenges. The catastrophic Library fire on February 18, 2020, combined with the ongoing novel coronavirus (COVID-19) pandemic has presented tremendous financial and service challenges, yet the City has continued to endure and strategize for the community’s recovery and continued growth.

Recovery from the Library fire and the ongoing pandemic, combined with the relocation and development of the Eagle Mountain Casino near the Porterville Municipal Airport, present both the greatest challenges and opportunities in the next fiscal year.

In regard to the Library fire, the City Council has previously taken action to restrict any insurance proceeds received for the express purpose of reimbursement of expenditures related to the loss of the library and the establishment of the new library, with a current estimated restricted reserve received of \$4.85 million. The City has entered into up to a 6-year lease agreement of an approximate 8,000-square foot commercial space in the Downtown area next to Grocery Outlet on D Street/Olive Avenue to serve as an interim temporary library facility while the development of a new library is being considered. A design consultant is nearly complete in preparing plans for the improvement of the vacant commercial space, with tenant improvements anticipated to be completed and public services offered at the interim facility in the 2021 calendar year. \$1.34 million in insurance proceeds have been proposed in the upcoming 2021-2022 fiscal year budget, including the temporary facility lease (\$120,000), tenant improvements (\$200,000), temporary equipment acquisition (\$760,000) and permanent equipment acquisition (\$260,000). Complimentary to the interim temporary facility is the deployment of an electric vehicle mobile library into the community, which was funded through a State library grant award. A Library Facility Planning Committee was formed earlier this calendar year, chaired by City Council Member Carrillo, which with the assistance of a planning consultant are preparing a Needs Assessment for a new community library that is anticipated to be presented for the Council’s consideration early in the 2022 calendar year.

One of the investigations into the Library fire, requested by Fire Chief LaPere, was the Serious Accident Review Team (SART). The SART Report was released earlier this calendar year, which among the recommendations of the Report was to increase fire personnel staffing and the creation of a Deputy Fire Chief position. Consistent with the recommendations, the City has applied for a federal Staffing for Adequate Fire and Emergency Response (SAFER) grant that would provide full-funding for six new Firefighters for three fiscal years, with the City becoming financially responsible for the

personnel in the fourth year (proposed to be funded by Measure I). The Council has also approved the creation of the Deputy Fire Chief position, funded by Measure I, and is subject to current internal recruitment.

Compounding the effects of the Library fire for the City has been the ongoing COVID-19 pandemic, which previously allocated federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding of \$740,000 has assisted in mitigating the financial impacts to the provision of the City's public safety services. Just recently, the United States Treasury Department released the Interim Final Rule for the American Rescue Plan, which allocates \$19,984,717 in federal funds to assist the city and its residents in economic recovery. Consistent with Treasury's guidelines, Council has directed the funds be prioritized toward water and sewer infrastructure projects, broadband infrastructure and technology enhancements, provision of services addressing homelessness, local business assistance (in particular the restaurant industry) and recovering City revenue losses and funding ongoing public safety services. Given the requirement that funds must be obligated by December 31, 2024 and expended by December 31, 2026, City staff will coordinate with the Council in the use and expenditure of funds consistent with its direction.

The relocation of Eagle Mountain Casino from the Tule River Reservation to the Tule River Tribe's trust property by the Airport has begun construction, with the Casino expected to open in Fall 2022. In support of the project and projected overall economic development growth in the Airport area, the City is funding significant water projects, including the development of a tertiary wastewater treatment facility on City property, as well as the relocation and development of a new storm drain/recharge basin on City property. Earlier this calendar year, the City issued approximately \$36 million in certificates of participation in support of these projects. The City also continues to coordinate with the County and the Tribe on both near-term and long-term road improvements in the Airport area.

Although the ongoing pandemic has significantly impacted the retail industry, there continues to be significant interest by national-brand commercial retailers to locate in Porterville, primarily either on Henderson Avenue or Highway 190 commercial corridors. Near the northeast corner of Henderson Avenue/Prospect Street, construction has begun on Phase II of Porter's Crossing, including Panda Express and another prospective tenant. The development of a new four-story hotel continues to be planned on adjacent property to the east, with further retail development proposed along Henderson Avenue to State Route 65. Although the decision by Walmart not to construct the long-planned Super Walmart at Riverwalk Phase II has significantly hampered retailer recruitment efforts within the commercial center, the developer of Riverwalk Phase I continues to pursue major retailers, with Boot Barn anticipated to begin construction this calendar year.

In regards to new residential housing, Smee Builders has completed significant construction of Summit Estates II, Phase II (118-unit single family), with the smaller Villas at Sierra Meadows (106-unit single family) beginning construction of Phase I (28-units). Greenvine has begun construction of Royal Oaks (191-unit single family), with

Phase I (69 units) currently being constructed. San Joaquin Valley Homes has begun construction of Windsor Court (80-unit single-family). Several other proposed single-family residential development projects are currently being considered. In regard to multi-family housing, the Nupchi Xo'Oy affordable housing development (25 multi-family units and 15 single family units) is under construction, the development of 104 market rate units as the next phase of the Village at Henderson mixed-use development is expected to soon begin construction, as well as several other proposed multi-family residential development projects are currently being considered.

Given the Supreme Court's 2018 *Wayfair* decision regarding the collection of online sales tax, as well as the tremendous growth of online sales during the pandemic, sales tax revenue forecasts for the next couple of years are expected to moderately increase. Over the past five years, the City's General Fund revenues have increased approximately 17%, from \$25.65 million in 2016-2017 to an estimated \$29.96 million in the current 2020-2021 fiscal year. As tax revenues have been moderately improving, staff has conservatively estimated General Fund revenues for the upcoming 2021-2022 fiscal year at approximately \$29.52 million, which after removing the current year's \$740,000 one-time federal CARES Act appropriation, represents a very modest 0.01% increase over the current fiscal year estimate.

Over the past five years, General Fund expenditures have increased approximately 19%, from \$24.84 million in 2016-2017 to an estimated \$29.59 million in the current 2020-2021 fiscal year. Expenditures for the upcoming 2021-2022 fiscal year are currently budgeted at \$31.33 million, which represents an approximate 5.89% increase over the current fiscal year, resulting in an estimated \$1.82 million budget shortfall after considering transfers and debt service. Consistent with Council's direction, staff recommends to allocate \$2 million in American Rescue Plan funds in eligible financial support of public safety operations to offset the estimated budget shortfall.

General Fund Summary: 2016 – 2021

<u>Fiscal Year:</u>	<u>Revenue:</u>	<u>Expenditures:</u>	<u>Transfers:</u>	<u>Balance:</u>
2016-2017	\$25,647,391	\$24,843,138	(\$ 765,704)	\$ 38,549
2017-2018	\$26,775,712	\$25,857,092	(\$ 620,896)	\$ 297,724
2018-2019	\$28,212,158	\$27,062,006	(\$ 875,456)	\$ 274,696
2019-2020	\$28,667,785	\$28,801,011	(\$1,028,253)	(\$1,161,479)
2020-2021*	\$29,962,936	\$29,590,518	\$ 50,739	\$ 321,679
2021-2022**	\$29,519,250	\$31,334,370	\$1,996,428	\$ 181,308

* Estimate

** Proposed

Based on estimates for the fiscal year 2020-2021 ending, both the City's Budget Stabilization Reserve Fund (15% of annual budgeted operating expenditures; \$4.30 million) and the Catastrophic/Emergency Reserve Fund (10% of annual budgeted operating expenditures; \$2.80 million) are fully-funded.

MEASURE H

The Measure H Expenditure Plan has been fully-implemented and is essentially in maintenance mode, with the exception that Library & Literacy expenditures have been limited in the current and past fiscal years due to the Library fire. An estimated Fund Reserve balance of \$1,973,901 exceeds the recommended 15% of annual budgeted operating expenditures of \$636,170.

The Transactions and Use Tax Oversight Committee (TUTOC) recently met and had no issue with the proposed Measure H budget as presented.

MEASURE I

The Measure I Expenditure Plan continues to be implemented, with proposed total appropriation of \$10,816,374, including the Police Department (\$3.26 million), Fire Department (\$1.33 million) and local street improvements (\$6.02 million). Consistent with the additional staffing recommendations from the SART, the Deputy Fire Chief position has been added to the Expenditure Plan, and the same is considered of the proposed hire of six additional Firefighters that are hoped to be initially fully-funded for the next three fiscal years by the federal SAFER grant. The revenue performance of Measure I has been better than expected, with an estimated Fund Reserve balance of approximately \$10.33 million, largely dedicated to street improvement projects currently under design.

TUTOC recently met and had no issue with the proposed Measure I budget as presented.

LOCAL STREET IMPROVEMENT PROJECTS

Approximately \$21.75 in previously appropriated street projects are anticipated to progress to construction the coming fiscal year, including: 1) Villa Street Reconstruction – Olive Avenue to Henderson Avenue (\$8.25 million); 2) Newcomb Street Reconstruction – Olive Avenue to Morton Avenue (\$6.34 million); 3) Main Street Reconstruction – Morton Avenue to Olive Avenue (\$3.30 million); 4) Henderson Avenue Rehabilitation – Westwood Street to Patsy Street (\$3.10 million); and 5) Montgomery Avenue Reconstruction – Jaye Street to H Street (\$760,000).

Approximately \$26.50 million in previously appropriated street projects that will continue design next fiscal year include: 1) Morton Avenue Reconstruction – Westwood Street to Plano Street (\$16.92 million); 2) Grand Avenue Reconstruction – Henrahan Street and Leggett Street (\$3.22 million); 3) Westwood Street Reconstruction – Henderson Avenue to Westfield Avenue (\$2.84 million); 4) Union Avenue Reconstruction – Indiana Street to Jaye Street (\$2.66 million); 5) Plano Street Rehabilitation – State Route 190 to Vandalia Avenue (\$500,000); and 6) Date Avenue Reconstruction – Jaye Street and H Street (\$350,000).

Significant staff time will be spent in continued facilitation with Caltrans on the implementation of the Highway 190 Corridor Study and the immediate term interchange

and intersection improvements, with TCAG Measure R “Regional” source funds. In support of the Mighty 190 local tourism promotion effort, the City is collaborating with Caltrans and TCAG on mile markers and other State Route 190 amenities, as well as partnering on a new local highway cleanup effort, with Caltrans providing \$80,000 in funding and matched by TCAG (\$42,000) and the City (\$40,000).

WATER ENTERPRISE

As the state has unfortunately again entered a drought cycle, significant staff time will continue to be devoted to the completion of the East Porterville Water Connection Project and the development of supporting City facilities in collaboration with State representatives, including the development of two new wells (\$4.5 million), the development of a new 1.5 million gallon reservoir (\$2.5 million), as well as a new booster pump (\$350,000). As critical supporting components of the Eagle Mountain Casino relocation project to the Airport area, City staff will be overseeing the development of a tertiary treatment recycled water facility (\$17 million) and storm drain/recharge basin (\$10 million) on City properties. Technological upgrades to the City’s Supervisory Control and Data Acquisition (SCADA) system (\$2 million) and transition to a water meter fixed network data collection system (\$1.8 million) are being planned for the upcoming fiscal year. In continued efforts toward meeting Sustainable Groundwater Management Act (SGMA) regulations, significant staff time will also be spent in toward the development of several surface water recharge basins. On October 1, 2020, the City implemented the final scheduled rate increase of a five year implementation plan, which a new water rate study is underway for presentation to and direction from the Council during the coming fiscal year. By its direction as an eligible expenditure, the Council has prioritized the use of American Rescue Plan funds in support of water projects.

SEWER ENTERPRISE

Significant staff time will be spent in the design of extending sewer lines into former unincorporated areas annexed into the city and lacking sewer infrastructure, with an estimated project cost of \$14.3 million to serve over 1,100 properties. A sewer rate study is underway for presentation to and direction from the Council during the coming fiscal year.

REFUSE ENTERPRISE

Due to increased costs of recycling due to the lack of recycling markets, as well as increasing State organic recycling, the refuse enterprise had a \$462,097 deficit for the prior 2019-2020 fiscal year, with a projected \$295,386 deficit for the current 2020-2021 fiscal year and a projected \$696,034 deficit for the upcoming 2021-2022 fiscal year. The Refuse Fund currently has an estimated \$6.3 million reserve after a \$1 million transfer this current fiscal year, which a refuse rate study is underway for presentation to and direction from the Council during the coming fiscal year.

“OTHER” MAJOR CAPITAL PROJECTS

Significant capital projects anticipated for construction in the upcoming 2021-2022 fiscal year include: 1) Downtown Animal Shelter Facility improvements (\$7.55 million); 2) Transit zero-emission vehicle electrification and infrastructure projects (\$6.46 million); 3) Tule River Parkway – Phase III construction (\$1.99 million); 4) Hockett Street public parking lot (\$500,000); 5) Fire Stations 1 and 2 facility improvements (\$255,000); 6) City Hall Americans with Disability Act (ADA) improvements (\$200,000); 7) Public safety evidence storage facility (\$145,000); 8) Stout facility improvements (\$100,000); and 9) Murry Park Pavilion Renovations (\$35,000).

Significant City staff time will be devoted to the design of the Butterfield Stage Corridor (\$11,170,000), planning of City facility technology upgrades (\$1,590,000), Drought Tolerant Exhibition Garden (\$150,000), Community Welcome Signs (\$70,000), and continued Street Median Rehabilitation (\$50,000). Established as a Council Priority Project, the Henry Street Park is proposed for improvements, with CSET providing additional landscaping improvements (\$100,000), the widening of Henry Street and extension of water and sewer to the property (\$350,000), and considering the construction of a first phase of the replacement facility (\$350,000) from insurance proceeds.

At its Study Session for considering Priority Projects for the upcoming 2021-2022 fiscal year, the Council included as Priorities the development of a lighted adult baseball field, as well as the lighting and shading of the Skate Park.

In summary, the Preliminary Budget proposed for the upcoming 2021-2022 fiscal year represents the significant activities planned to continue to improve our community, even during a challenging economic environment. Toward ensuring that the City's planned revenues and spending remain in balance, it is recommended that the Council continue its regular quarterly budget review.

Sincerely,

John D. Lollis
City Manager

RESOLUTION NO. ____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE ADOPTING THE GENERAL FUND BUDGET
FOR FISCAL YEAR 2021-2022

WHEREAS: The City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed General Fund Operating and Capital Improvement Budget for the period beginning July 1, 2021 and ending June 30, 2022; and

WHEREAS: The City Council after thorough review, has determined said budget, as modified and corrected, is in all respects suitable and adequate for the purposes of said budget and covers the necessary expenditures of the General Fund of the City of Porterville for the 2021-2022 Fiscal Year based on the cash reserve balance.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville General Fund Budget for the 2021-2022 fiscal year is adopted in the following amounts:

Operating Budget	\$31,334,370
Capital Projects	476,821
Debt Service	<u>1,634,345</u>
Total	<u>\$33,445,536</u>

2. Staff will update Council on the condition of the budget and ongoing validity of assumptions utilized to create it during the months of November, February and May of the fiscal year, or at any time information becomes available that would alter the viability of this budget.
3. The City Manager is authorized to transfer General Fund operating budget appropriations between functions as required.
4. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

PASSED, APPROVED AND ADOPTED this 15th day of June, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. ____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE ADOPTING THE SPECIAL REVENUE, PROPRIETARY,
CAPITAL PROJECTS, AND DEBT SERVICE FUNDS BUDGET
FOR FISCAL YEAR 2021-2022

WHEREAS: The City Manager, under provisions of the City Charter of the City of Porterville, has presented to the City Council for its consideration, a proposed Operating and Capital Improvement Budget for the Special Revenue, Proprietary, Capital Project, and Debt Service Funds for the period beginning July 1, 2021 and ending June 30, 2022; and

WHEREAS: The City Council after thorough review, has determined said budgets, as modified and corrected, are in all respects suitable and adequate for the purposes of said budgets and cover the necessary expenditures / expenses of the Special Revenue, Proprietary, Capital Projects, and Debt Service Funds of the City of Porterville for the 2021-2022 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Porterville Special Revenue, Proprietary, Capital Projects, and Debt Service Funds budget for the 2021-2022 fiscal year, are adopted in the following amounts:

Operating Budget	\$ 53,351,352
Capital Outlay	123,930,149
Debt Service	<u>3,745,590</u>
Total	<u>\$181,027,091</u>

2. Pursuant to Ordinance No. 1684, the Porterville Police, Fire and Emergency Response 9-1-1 Measure Expenditure Plan, is hereby recertified for the 2021-2022 fiscal year and the document, attached as Exhibit "A", reflects the financial consequences of the receipt, expenditure and allocation of Measure H Sales Tax revenues for the 2021-2022 fiscal year.
3. Increased service levels that require additional appropriations shall not be implemented without prior City Council approval.

PASSED, APPROVED AND ADOPTED this 15th day of June, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**RECERTIFICATION FOR 2021-2022 FISCAL YEAR
MEASURE H EXPENDITURE PLAN**

Proposed Expenditure Plan for the City of Porterville Public Safety Sales Tax Measure Based on 1/2 Cent Sales Tax availability:

The City Council has evaluated Porterville's safety needs with input from the public in developing the attached Public Safety Expenditure Plan, which shall be amended from time to time, at the projected/estimated costs shown:

Fiscal Year 2021-2022 Revenues

Sales Tax – Measure H Revenues	\$4,423,052
Interest	10,000
Other Revenues	<u>1,000</u>
Total Revenues	<u>\$4,434,052</u>

Fiscal Year 2021-2022 Expenditures

Maintain expanded patrol operations and gang suppression and narcotics operations with 10 sworn and 3 non-sworn Police personnel	\$1,873,921
Maintain 12 sworn Fire personnel and other operating expenditures for the new Public Safety Station	1,612,114
Public Safety Station building maintenance, insurance & utilities costs	158,000
Maintain public library hours, continue expansion of literacy services and programs with 3 full-time library assistants, part-time staffing and one third of a parks maintenance worker, and maintain the operations of the new Adult Learning Center at 15 E Thurman Ave.	<u>597,099</u>
Total Expenditures	<u>\$4,241,134</u>

John D. Lollis, City Manager



**ANNUAL BUDGET
FISCAL YEAR
2021-2022**

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

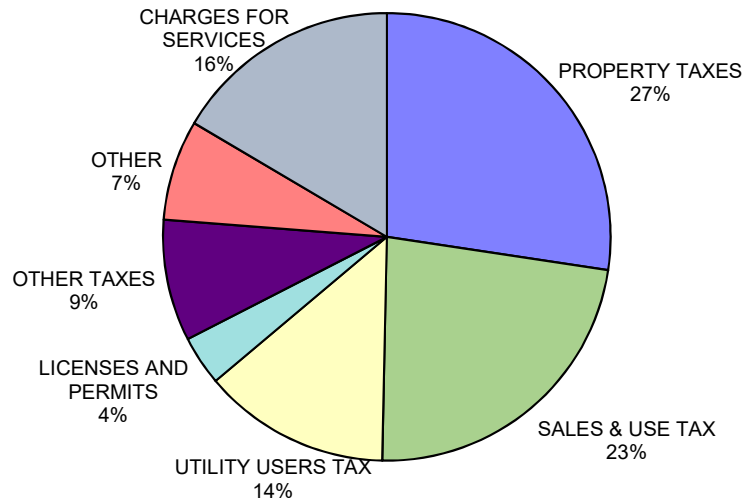
GENERAL FUND

The General Fund was established by the original Charter of the City. Activities financed from this fund include legislative, administrative, legal and fiscal functions; police and fire protection services; planning and community promotion, engineering and construction safety, inspection, and regulation services; street and storm drain maintenance and traffic safety services; and parks, recreational, and library services. The primary sources of revenue for this fund include property tax, sales tax, utility users tax, and charges for services.

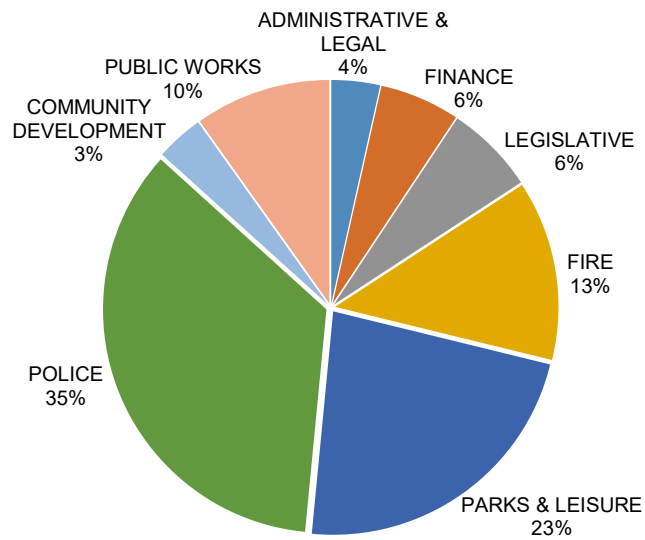
The projects proposed for fiscal year 2021-2022 total \$481,821 and include the following:

	<u>Appropriation</u>
Entry "Welcome" signs	\$ 60,000
Fire Station #71 flagpoles	5,000
Fire Station #71 interior, dormitories improvements	40,000
Fire Station #72 facility improvements	60,000
Henry St Community Center	75,000
Information Technology center – painting	60,000
MS4 permit and compliance program	85,000
Murry Park pavilions 1 & 2 renovations	35,000
Sports complex lighting	<u>61,821</u>
Total	\$ <u><u>481,821</u></u>

**City of Porterville
General Fund Revenues
2021 - 2022**



**City of Porterville
General Fund Expenditures
2021 - 2022**



**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022
GENERAL FUND SUMMARY**

		2020-2021		
	2019-2020	Original	Revised	2021-2022
	Actual	Estimate	Estimate	Estimate
Revenues from:				
Property Taxes	\$ 7,622,515	\$ 7,697,000	\$ 7,914,599	\$ 8,083,000
Sales and Use Taxes	6,147,540	5,500,000	6,539,284	6,771,812
Utility Users Taxes	3,856,020	3,700,000	4,084,642	4,000,000
Other Taxes	3,007,600	2,788,134	3,020,810	3,016,134
Permits	761,366	589,300	657,958	632,100
Other agencies	318,682	459,514	1,000,803	322,000
Invested assets	678,415	382,000	472,699	397,414
Fines	31,067	26,200	26,113	22,200
Charges for services	5,775,376	5,564,390	4,469,632	4,875,590
Insurance proceeds - Library	369,706	895,000	1,707,987	1,340,000
Other revenues	99,498	85,500	68,409	59,000
Total operating revenues	28,667,785	27,687,038	29,962,936	29,519,250
Appropriations for:				
Legislation	798,632	491,872	3,287,576	2,027,837
Administration	833,238	889,988	856,556	877,816
City Attorney	116,664	225,000	143,630	225,000
Finance	1,670,788	1,727,734	1,522,041	1,818,673
Police Services	10,789,548	11,182,575	10,306,047	11,023,315
Fire Services	4,284,209	4,337,124	4,159,478	4,078,865
Community/Economic Development	1,008,610	1,204,139	938,017	1,082,653
Engineering and Public Works	2,994,410	2,891,033	2,912,089	3,082,491
Parks and Leisure Services	6,283,006	6,697,368	5,442,714	7,092,945
Parks and Leisure Services - grant prog	21,906	24,855	22,370	24,775
Total departmental expenditures	28,801,011	29,671,688	29,590,518	31,334,370
Revenue over (under) expenditures	(133,226)	(1,984,650)	372,418	(1,815,120)
Other financing sources (uses):				
Transfers:				
American Rescue Plan Act Grant	-	-	-	2,000,000
Measure I	-	2,000,000	-	-
Special Gas Tax	1,068,513	1,002,283	1,040,547	1,054,745
Community Development Block Grant	97,679	110,875	-	100,000
Traffic Safety Fund	107,962	100,400	80,635	100,200
Transportation Development	150,000	150,000	150,000	150,000
Park Development	30,808	68,889	106,849	93,828
Building Construction Fund	7,570	5,000	2,205	1,000
Zalud Estate support	(10,000)	(10,000)	(10,000)	(10,000)
Golf Support	(69,000)	(69,000)	(69,000)	(69,000)
Other Transfers	(13,057)	(10,000)	-	-
Net transfers	1,370,475	3,348,447	1,301,236	3,420,773
Capital grants / donations	-	150,000	-	-
GF reserve / designated funds	22,095	438,444	427,994	375,000
Restricted Fund Balance	-	125,692	-	211,821
Special Purpose Reserve	15,000	100,000	36,000	100,000
Capital Outlay	(268,083)	(1,609,136)	(141,784)	(476,821)
Debt Service	(2,167,740)	(1,674,185)	(1,674,185)	(1,634,345)
Total other financing sources (uses)	(1,028,253)	879,262	(50,739)	1,996,428
Net Resources / (Appropriations)	\$ (1,161,479)	\$ (1,105,388)	\$ 321,679	\$ 181,308

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

GENERAL FUND REVENUE ESTIMATES

		2020-2021		
	2019-2020	Original	Revised	2021-2022
	Actual	Estimate	Estimate	Estimate
Property taxes				
Current Secured	\$ 3,062,229	\$ 3,154,000	\$ 3,175,118	\$ 3,334,000
Current Unsecured	173,617	178,000	179,103	184,000
Prior Secured/Unsecured	65,274	65,000	65,000	65,000
In lieu of VLF	4,321,395	4,300,000	4,495,378	4,500,000
Total	7,622,515	7,697,000	7,914,599	8,083,000
Other taxes				
Sales & use tax	6,147,540	5,500,000	6,539,284	6,771,812
Utility Users tax	3,856,020	3,700,000	4,084,642	4,000,000
Transient occupancy tax	504,318	400,000	571,780	575,000
Property transfer tax	102,901	97,000	105,786	105,000
Franchises	631,738	630,000	653,724	650,000
Municipal franchises	1,001,134	1,001,134	1,001,134	1,001,134
Sales tax-Public Safety	260,256	260,000	261,914	260,000
Business license tax	507,253	400,000	426,472	425,000
Total	13,011,160	11,988,134	13,644,736	13,787,946
Permits				
Building permits	338,772	280,000	313,608	300,000
Plumbing permits	254,390	185,000	169,813	170,000
Electrical permits	154,395	110,000	162,172	150,000
Other permits	13,809	14,300	12,365	12,100
Total	761,366	589,300	657,958	632,100
Revenue from Other Agencies				
Vehicle license fees in excess	47,693	48,000	43,753	43,000
Sales tax - Measure R (Alt)	-	100,000	-	100,000
Homeowners tax exemption	24,013	24,000	24,439	24,000
State & Federal operating grants	143,433	222,514	900,003	125,000
State Reimbursements	103,543	65,000	32,608	30,000
Total	318,682	459,514	1,000,803	322,000
Use of money & property				
Investment income	406,453	200,000	252,096	175,000
Rental income	271,962	182,000	220,603	222,414
Total	678,415	382,000	472,699	397,414

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

GENERAL FUND REVENUE ESTIMATES

		2020-2021		
	2019-2020	Original	Revised	2021-2022
	Actual	Estimate	Estimate	Estimate
Fines & forfeitures				
Parking fines	7,932	7,000	12,760	8,000
Vehicle code fines	2,506	2,200	2,031	2,200
Other fines	20,629	17,000	11,322	12,000
Total	31,067	26,200	26,113	22,200
Charges for services				
Planning & zoning fees	89,573	55,000	63,685	60,000
Engineering & inspection fees	113,444	105,000	72,937	63,500
Police services	449,412	411,000	187,566	363,000
Fire services	93,657	59,000	26,390	26,500
Library services	19,360	10,000	200	10,000
Recreation facility rentals	59,000	40,800	20,000	35,500
Recreation program revenues	2,474,763	2,486,000	1,716,368	1,887,000
Senior program revenues	9,215	5,000	-	-
Swimming fees	33,643	8,500	9,015	8,500
Passport services	46,553	25,000	12,381	12,500
Interfund services	2,365,715	2,350,000	2,350,000	2,400,000
Other service charges	21,041	9,090	11,090	9,090
Total	5,775,376	5,564,390	4,469,632	4,875,590
Insurance proceeds - Library	369,706	895,000	1,707,987	1,340,000
Other revenues	99,498	85,500	68,409	59,000
TOTAL GENERAL FUND	28,667,785	27,687,038	29,962,936	29,519,250

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

GENERAL FUND EXPENDITURE ESTIMATES

	2019-2020	2020-2021		2021-2022
	Actual	Original Estimate	Revised Estimate	Estimate
LEGISLATIVE				
City Council	\$ 136,591	\$ 122,917	\$ 87,957	\$ 122,917
- Reserves / Designated Funds	37,095	100,000	546,756	295,000
Community Promotion	215,031	268,955	164,825	269,920
Emergency Operations - Library Fire	259,502	-	1,707,987	1,340,000
Emergency Operations - COVID-19	150,413	-	780,051	-
Total	798,632	491,872	3,287,576	2,027,837
ADMINISTRATIVE				
City Manager	311,416	327,263	318,924	338,118
City Clerk	168,194	270,708	231,100	230,830
Human Resources	353,628	292,017	306,532	308,868
Total	833,238	889,988	856,556	877,816
CITY ATTORNEY	116,664	225,000	143,630	225,000
FINANCE				
General Accounting	541,453	534,091	531,110	559,644
Information Technology Services	471,114	505,518	390,223	523,625
General Services	286,686	334,828	296,697	337,510
Utility Billing	371,535	353,297	304,011	397,894
Total	1,670,788	1,727,734	1,522,041	1,818,673
POLICE SERVICES	10,789,548	11,182,575	10,306,047	11,023,315
FIRE SERVICE	4,284,209	4,337,124	4,159,478	4,078,865

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

GENERAL FUND EXPENDITURE ESTIMATES

	2019-2020	2020-2021		2021-2022
	Actual	Original Estimate	Revised Estimate	Estimate
COMMUNITY DEVELOPMENT				
Planning	576,837	714,732	654,790	685,514
Economic Development	431,773	489,407	283,227	397,139
Total	1,008,610	1,204,139	938,017	1,082,653
PUBLIC WORKS				
Engineering	1,458,941	1,398,365	1,466,448	1,553,852
Street Maintenance	555,941	488,720	505,755	517,194
Traffic Control	327,374	344,010	287,373	318,999
Street Lighting	512,572	513,563	534,792	537,551
Storm Drain Maintenance	82,611	87,977	55,528	90,344
Parking Lot Maintenance	56,971	58,398	62,193	64,551
Total	2,994,410	2,891,033	2,912,089	3,082,491
PARKS & LEISURE SERVICES				
Parks Maintenance	2,495,873	2,778,265	2,527,049	2,724,586
Community Centers	42,797	20,550	10,279	-
Leisure Services	2,780,502	2,806,340	2,137,877	3,282,958
Swimming Pool	129,866	166,325	105,006	173,950
Youth Center	97,679	110,875	-	100,000
Library	736,289	815,013	662,503	811,451
Subtotal	6,283,006	6,697,368	5,442,714	7,092,945
Grant-funded Parks programs	21,906	24,855	22,370	24,775
Total	6,304,912	6,722,223	5,465,084	7,117,720
TOTAL GENERAL FUND	\$ 28,801,011	\$ 29,671,688	\$ 29,590,518	\$ 31,334,370

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

GENERAL FUND EQUIPMENT REPLACEMENT

This fund was established to build up funds for the acquisition and replacement of vehicles and equipment for general fund activities including administrative, police and fire protection, planning and community development, public works, and parks and recreational services. Funds are deposited from the General Fund, Measure H Fund and Measure I Fund.

For the fiscal year 2021-2022, capital outlay totaling \$85,000 are proposed for funding including the following:

	<u>Appropriation</u>
Fire Station #71 roof repair	\$ 15,000
Fire Station #72 microseal asphalt rehab	20,000
Police Department generator	50,000
Total	\$ <u>85,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

GENERAL FUND EQUIPMENT REPLACEMENT

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ 5,747,342	\$ 7,465,127	\$ 4,809,576	\$ 5,783,443
Add:				
Revenues from:				
Federal and state grants	222,690	100,000	661,193	300,000
Interest income	236,381	100,000	130,000	100,000
Interdepartmental service charges	647,195	690,000	1,074,254	1,100,000
Other revenues	58,713	16,500	21,394	20,000
Total	1,164,979	906,500	1,886,841	1,520,000
Less:				
Appropriations for:				
Equipment replacement	2,088,575	807,131	870,000	1,012,000
Capital projects	14,170	65,869	42,974	85,000
Total	2,102,745	873,000	912,974	1,097,000
Available balance, end of year	\$ 4,809,576	\$ 7,498,627	\$ 5,783,443	\$ 6,206,443

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

This fund was established as a result of the voters' approval of a one-half cent increase in sales tax on the November 8, 2005 Special Consolidated Election ballot. This fund is used to account for revenues received from this district tax, which are restricted for police and fire protection services and for literacy programs.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

	2019-2020	2020-2021		2021-2022
	Actual	Original Estimate	Revised Estimate	Estimate
Available balance, beginning of year	\$ 1,488,149	\$ 1,712,597	\$ 1,727,784	\$ 1,973,901
Add:				
Revenues from:				
Sales tax - Measure H	4,035,590	3,600,000	4,187,659	4,423,052
Interest income	35,320	5,000	14,784	10,000
Police services	533	1,000	-	1,000
Contributions	1,250	-	-	-
Other	5,536	-	-	-
Total	<u>4,078,229</u>	<u>3,606,000</u>	<u>4,202,443</u>	<u>4,434,052</u>
Less:				
Appropriations for:				
Police services	1,621,265	1,845,816	1,817,798	1,873,921
Fire services	1,733,070	1,626,716	1,698,604	1,612,114
Public Safety Station	38,440	40,000	41,512	158,000
Library & literacy	445,819	525,000	278,899	597,099
Total	<u>3,838,594</u>	<u>4,037,532</u>	<u>3,836,813</u>	<u>4,241,134</u>
Capital projects				
Animal shelter	<u>-</u>	<u>160,983</u>	<u>119,513</u>	<u>-</u>
Total	<u>-</u>	<u>160,983</u>	<u>119,513</u>	<u>-</u>
Available balance, end of year	\$ <u><u>1,727,784</u></u>	\$ <u><u>1,120,082</u></u>	\$ <u><u>1,973,901</u></u>	\$ <u><u>2,166,819</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

MEASURE I SALES TAX FUND

This fund was established as a result of the voters' approval of a one cent transactions and use tax on the November 6, 2018 Special Municipal Election ballot. This fund is used to account for revenues received from this district tax, to provide funds for the maintenance of essential local city services including police, fire, 9-1-1 emergency and medical aid response, street maintenance, and other services.

For the fiscal year 2021-2022, the following projects, totaling \$6,025,490 are proposed for funding:

	<u>Appropriation</u>
AC pavement repair and overlay program	\$ 500,000
FD emergency response vehicle preemption retrofit	65,000
Grand Ave reconstruction – 4 th to Plano	166,134
Grand Ave reconstruction – Plano to Leggett	250,000
Montgomery Ave reconstruction – Jaye to H	832,855
Morton Ave reconstruction – design	150,000
Newcomb concrete improvements – Putnam & Tomah	400,000
PD evidence storage facility	131,500
Pavement management program	30,000
Sidewalk and ADA improvements	400,000
Street median rehabilitation	50,000
Union Ave reconstruction	89,235
Villa St reconstruction – Olive to Henderson	2,960,766
Total	\$ 6,025,490

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

MEASURE I SALES TAX FUND

	2019-2020	2020-2021		2021-2022
	Actual	Original Estimate	Revised Estimate	Estimate
Available balance, beginning of year	\$ 1,712,404	\$ 7,370,981	\$ 7,435,613	\$ 10,332,386
Add:				
Revenues from:				
Sales tax - Measure I	7,840,516	7,000,000	8,375,318	8,846,104
Interest income	141,025	30,000	96,712	75,000
Police services	1,925	2,000	-	2,000
Total	7,983,466	7,032,000	8,472,030	8,923,104
Less:				
Appropriations for:				
Police services	1,667,639	3,339,677	3,298,073	3,264,918
- PD evidence storage facility	-	145,000	13,500	131,500
Fire services	505,550	990,535	935,930	1,330,556
- Emergency response vehicle retrofit	-	65,000	-	65,000
Streets maintenance	-	295,972	62,373	295,410
Total	2,173,189	4,836,184	4,309,876	5,087,384
Appropriations for streets program:				
AC pavement repair and overlay program	-	400,000	126,038	500,000
Grand Ave reconstruction - 4th to Plano	14,490	214,912	48,778	166,134
Grand Ave reconstruction - Plano to Leggett	-	-	-	250,000
Henderson Ave reconstruction - 2nd to Plano	47,777	759,232	759,232	-
Montgomery Ave reconstruction - Jaye to H	2,980	7,019	7,019	832,855
Morton Ave reconstruction - design	-	250,000	-	150,000
Newcomb - Putnam/Tomah concrete improvements	-	400,000	-	400,000
Pavement management program	20,125	279,875	279,875	30,000
Sidewalk and ADA improvements	-	400,000	-	400,000
Street median rehabilitation	1,696	50,000	13,759	50,000
Union Ave reconstruction - environmental/row acquis	-	50,000	11,446	89,235
Villa Street reconstruction - Olive to Henderson	-	200,000	19,234	2,960,766
Total	87,068	3,011,038	1,265,381	5,828,990
Add:				
Transfer from Local Transportation Fund	-	2,000,000	-	-
Less:				
Transfer to General Fund	-	(2,000,000)	-	-
Available balance, end of year	\$ 7,435,613	\$ 6,555,759	\$ 10,332,386	\$ 8,339,116

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

SPECIAL GAS TAX FUND

This fund was established in 1935 by Resolution No. 229. It is a restricted fund required by the State to account for monies received from gasoline taxes. Beginning in fiscal year 2017-2018, this fund is also used to account for funds received from the State's newly established Road Maintenance and Rehabilitation Account (RMRA) created by Senate Bill (SB) 1. The majority of this money must be expended for constructing or improving major city streets.

The projects and equipment proposed for fiscal year 2021-2022 total \$5,382,022, and include the following:

	<u>Appropriation</u>
Cold mix overlay program	\$ 676,015
Cold milling machine rental	50,000
Grand Ave reconstruction – 4 th to Plano	1,000,000
GHHS streets record of survey	75,000
Henderson Ave rehabilitation – Patsy to Balmayne	482,000
Lighted crosswalk – Morton at El Granito St	100,000
Lighted crosswalk – Morton at Kessing Street	100,000
Miscellaneous alleys	75,000
Miscellaneous city-owned curb, gutter & sidewalk	150,000
Newcomb – Olive to Porter Slough reconstruction	1,145,990
Newcomb at Olive traffic signal	618,017
Olive Ave Bridge widening	555,000
Porter Road at Olive Ave traffic signal	40,000
Rapid flashing beacons – Elderwood @ BMS	45,000
Rapid flashing beacons – Westfield and Villa	15,000
Signs and signals upgrade (countdown timers)	150,000
Street intersection safety evaluation	5,000
Upgrade of signals to ITS technology	100,000
Total	\$ <u><u>5,382,022</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

SPECIAL GAS TAX FUND

		2020-2021		
	2019-2020	Original	Revised	2021-2022
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 942,929	\$ 1,688,328	\$ 1,797,137	\$ 2,490,904
Add:				
Revenues from:				
State Gas Tax, Section 2105	307,391	319,412	321,431	346,869
State Gas Tax, Section 2107	388,140	384,256	407,993	441,418
State Gas Tax, Section 2107.5	7,500	7,500	7,500	7,500
State Gas Tax, Section 2106	168,176	176,265	175,245	189,031
State Gas Tax, Section 2103	415,515	509,151	466,336	532,331
RMRA - SB1	1,043,696	1,035,667	1,075,399	1,177,763
Grants	872,020	1,422,449	919,714	1,503,435
Interest income	61,667	20,113	29,813	20,000
Total	3,264,105	3,874,813	3,403,431	4,218,347
Less:				
Appropriations for:				
Capital projects	1,341,384	3,643,023	1,669,117	5,382,022
Total	1,341,384	3,643,023	1,669,117	5,382,022
Transfers to General Fund for:				
Street Maintenance	555,941	488,720	505,755	517,194
Street Lighting	512,572	513,563	534,792	537,551
Total	1,068,513	1,002,283	1,040,547	1,054,745
Available balance, end of year	\$ 1,797,137	\$ 917,835	\$ 2,490,904	\$ 272,484

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

LOCAL TRANSPORTATION FUNDS (LTF) FUND

This fund is used to account for monies received from the County of Tulare for public transportation purposes. Revenues to each county's local transportation fund are derived from one-quarter cent of the sales tax collected in that county. Starting with fiscal year 2007-2008, additional revenues are included in the budget from the one-half cent sales tax measure (Measure R), which the voters of Tulare County approved in the November 2006 election. These funds are to be used for road and transportation improvements.

The projects proposed for fiscal year 2021-2022 total \$21,215,788, and include the following:

	<u>Appropriation</u>
Butterfield Stage corridor improvements	\$ 820,100
Cold mix overlay program	323,985
D St frontage improvements and utilities	400,000
D St trail between Olive and Putnam	750,000
Date Ave widening – 'H' to Jaye	237,056
Entry "Welcome" signs	10,000
Henderson Ave rehabilitation (Patsy to Balmayne)	1,443,000
Henderson Ave rehabilitation (Balmayne to Westwood)	987,000
Henry St improvements (Putnam to Cleveland)	400,000
Hillside development – standards & specifications	76,367
Jaye Street Bridge – revegetation plan and monitoring	10,000
Main Street downtown reconstruction – design	138,897
Main Street storm drain improvements	520,518
Multi-sport field improvements – restroom & storage	300,000
Newcomb – Olive to Porter slough reconstruction	1,383,835
Parking lot – Main Street (JC Penney site)	100,000
Parking lot – Hockett and Cleveland	100,000
Plano Bridge revegetation plan & monitoring	10,000
Plano St rehabilitation – Vandalia to SR190	500,000
Putnam Ave @ Elderwood curb, gutter, sidewalk	310,000
Public parking lots rehabilitation	150,000
Rails to Trails parkway improvements	121,399

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

	<u>Appropriation</u>
SOTU specific plan connectivity:	
Newcomb Bridge – Tule River to Hwy 190 connection	\$ 220,000
Prospect Bridge – Tule River to northerly frontage road	220,000
Frontage road between Tule River & SR190	220,000
Frontage road south of SR190 (Worth alignment)	220,000
Scranton / Westwood / West realignment	200,000
SR190 corridor improvements (Westwood to Plano)	9,965,000
Tule River Parkway – lighting and amenities	106,478
Tule River Parkway – Phase III	149,511
Union Avenue reconstruction – Indiana to Jaye	83,354
Vandalia median island	100,000
Veteran’s Park playground	275,000
Veteran’s Park trail	300,000
Villa Street reconstruction – Olive to Henderson	14,288
Weed abatement – City ROWs and property	50,000
Total	\$ <u><u>21,215,788</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

LOCAL TRANSPORTATION FUNDS (LTF) FUND

		2020-2021		
	2019-2020	Original	Revised	2021-2022
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 9,715,572	\$ 11,924,019	\$ 12,083,071	\$ 15,162,963
Add:				
Revenues from:				
State Gas Tax, Section 325	2,054,874	2,500,000	2,408,704	2,500,000
Sales Tax - Measure R - Local	1,090,957	980,000	1,230,654	1,200,000
Sales Tax - Measure R - Regional	-	6,600,000	-	10,375,000
Sales Tax - Measure R - Alternative	-	335,476	-	2,822,488
Grants	-	1,928,145	3,959	-
Interest income	362,028	100,000	155,525	125,000
Total	3,507,859	12,443,621	3,798,842	17,022,488
Less:				
Appropriations for:				
Capital projects - LTF	769,937	9,565,288		4,954,315
Capital projects - grants	-	1,928,145	100,000	-
Capital projects - Measure R - Local	370,423	3,600,000	518,950	3,063,985
Capital projects - Measure R - Regional	-	6,600,000	-	10,375,000
Capital projects - Measure R - Alternative	-	335,476	100,000	2,822,488
Total	1,140,360	22,028,909	718,950	21,215,788
Less:				
Transfer to Measure I - streets program	-	2,000,000	-	-
Available balance, end of year	\$ 12,083,071	\$ 338,731	\$ 15,162,963	\$ 10,969,663

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

TRAFFIC SAFETY FUND

This fund was established based on Section 1463 of the Penal Code which states that all fines and forfeitures collected from any person charged with a misdemeanor under this code shall be deposited into a special fund known as the "Traffic Safety Fund." These funds are to be used exclusively for official traffic control devices and the maintenance thereof, equipment and supplies for traffic law enforcement and traffic accident prevention, and for the maintenance, improvement, or construction of public streets, bridges, and culverts within the city, but not for the compensation of traffic or other police officers. Prior to 1999, this revenue was recorded in the General Fund.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

TRAFFIC SAFETY FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ 9,651	\$ 15,546	\$ 15,545	\$ -
Add:				
Revenues from:				
Interest Income	402	400	309	200
Vehicle Code Fines	113,454	100,000	64,781	100,000
Total	113,856	100,400	65,090	100,200
Less:				
Transfers to General Fund for:				
Street Maintenance	107,962	100,400	80,635	100,200
Total	107,962	100,400	80,635	100,200
Available balance, end of year	\$ 15,545	\$ 15,546	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

ZALUD ESTATE FUND

This fund was established to account for the original gift of money and assets from the Pearle Zalud Estate. It is now used to account for the operations of the Zalud House Museum and to record other financial transactions, such as the investment income derived from the endowment.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

ZALUD ESTATE FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ 55,684	\$ 45,320	\$ 46,005	\$ 47,136
Add:				
Revenues from:				
Interest income	1,626	800	546	500
User fees	4,424	2,500	387	4,700
Other income	796	700	10	650
Total	6,846	4,000	943	5,850
Transfers from:				
General Fund	10,000	10,000	10,000	10,000
Total Revenues and Transfers	16,846	14,000	10,943	15,850
Less:				
Appropriations for:				
Operations	26,525	18,455	9,812	18,855
Total	26,525	18,455	9,812	18,855
Available balance, end of year	\$ 46,005	\$ 40,865	\$ 47,136	\$ 44,131

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

This fund was created to account for all financial transactions having to do with the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) which includes the First-time Homebuyers Program, the Owner-Occupied Housing Rehabilitation and Public Utility Program and the Business Assistance Program. CDBG funds also provide for the Park Improvement Program, the Neighborhood Improvement Program and the Community Youth Program.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ 587,250	\$ 517,169	\$ 581,787	\$ 401,654
Add:				
Revenues from:				
State grants	-	-	-	742,754
Federal grants	745,730	1,320,518	1,530,822	1,249,072
Interest income	32,108	30,000	39,509	30,000
Other	275	200	2,842	300
Total	778,113	1,350,718	1,573,173	2,022,126
Less:				
Appropriations for:				
Operations	181,426	186,500	197,101	209,054
Programs/Capital	190,555	348,385	1,259,670	1,682,772
Subtotal	371,981	534,885	1,456,771	1,891,826
Debt service	313,916	296,535	296,535	-
Total	685,897	831,420	1,753,306	1,891,826
Transfer to:				
General Fund for Youth Center	97,679	110,875	-	100,000
Total Appropriations and Transfers	783,576	942,295	1,753,306	1,991,826
Available balance, end of year	\$ 581,787	\$ 925,592	\$ 401,654	\$ 431,954

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

TRANSIT FUND

The Transit Fund was established in fiscal year 1982-83 to account for the income and expenses of the Demand Response and Fixed Route transit programs which are operated by a private contractor. Prior to 1982-83, this fund was combined with the Special Gas Tax Fund.

Revenue sources include Local Transportation Fund (LTF) derived from the ¼-cent general sales tax and the State Transit Assistance Fund (STAF) derived from sales tax on diesel fuel. Other revenue sources include fare box revenues and federal and state grants.

The capital expenditures proposed for fiscal year 2021-2022 include the following:

	<u>Appropriation</u>
Bus maintenance facility (Prospect St)	
Facility improvements	\$ 500,000
Renewable energy – solar improvements	1,000,000
Security improvements	500,000
Electric buses	2,748,000
Electric vehicle charging stations – public access	80,000
HOPE planning microgrid & energy storage	300,000
Multi-modal corridor rail ROW improvements	60,000
Transit Center improvements – exterior and lobby	75,000
Transit signal preemption	500,000
Zero-emission vehicle program administration	100,000
Zero-emission infrastructure – corp yard	<u>3,714,050</u>
Total	\$ <u>9,577,050</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

TRANSIT FUND

		2020-2021		
	2019-2020	Original	Revised	2021-2022
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ -	\$ -	\$ -	\$ -
Add:				
Revenues from:				
LTF	539,565	-	-	-
STAF	1,638,093	47,000	47,000	577,968
Sales tax, Measure R	170,000	770,000	-	170,000
Farebox	448,702	545,000	177,099	200,000
Grants	6,333,830	11,520,646	5,084,132	10,758,763
Other income	82,240	78,000	42,291	41,800
Reimbursements	200,000	230,000	45,149	335,000
Total	9,412,430	13,190,646	5,395,671	12,083,531
Less:				
Appropriations for:				
Capital outlay	4,744,109	8,131,146	2,003,230	8,296,455
Operations	4,668,321	5,059,500	3,392,441	3,787,076
Total	9,412,430	13,190,646	5,395,671	12,083,531
Available balance, end of year	\$ -	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

SEWER OPERATING FUND

This fund is used to account for the expenses of maintaining the sewer collection system and the Wastewater Treatment Plant. A sewer service charge is made to each person using the sewer system, and a sewer connection fee is charged for each new service to help defray maintenance costs.

This fund is established as a self-supporting enterprise fund, wherein revenues should be sufficient to cover the costs of maintaining and managing the collection and treatment systems.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

SEWER OPERATING FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ <u>2,362,470</u>	\$ <u>2,382,042</u>	\$ <u>2,609,326</u>	\$ <u>2,186,973</u>
Add:				
Revenues from:				
Property assessments	182,459	184,000	259,202	249,471
Interest income	68,941	40,000	34,535	30,000
Rental income	112,596	112,596	112,596	112,596
Sewer user fees	6,310,593	6,300,000	6,353,805	6,302,566
Tank dumping charges	50,430	50,000	53,724	53,724
Laboratory fees	397,935	375,000	383,658	375,700
Other revenues	<u>86,222</u>	<u>85,000</u>	<u>17,935</u>	<u>17,288</u>
Total Revenues	<u>7,209,176</u>	<u>7,146,596</u>	<u>7,215,455</u>	<u>7,141,345</u>
Less:				
Appropriations for:				
Collection system expenses	1,779,738	2,274,642	2,027,499	2,264,274
Treatment plant expense	3,379,900	3,628,527	3,406,137	3,655,665
Industrial monitoring	111,897	148,001	63,412	134,828
Laboratory	<u>393,487</u>	<u>477,075</u>	<u>443,000</u>	<u>474,990</u>
Subtotal	<u>5,665,022</u>	<u>6,528,245</u>	<u>5,940,048</u>	<u>6,529,757</u>
Debt service principal	<u>697,298</u>	<u>1,097,760</u>	<u>1,097,760</u>	<u>1,212,385</u>
Total Appropriations	<u>6,362,320</u>	<u>7,626,005</u>	<u>7,037,808</u>	<u>7,742,142</u>
Less:				
Transfers to:				
Sewer revolving fund	300,000	300,000	300,000	500,000
Wastewater Treatment Capital Reserve	<u>300,000</u>	<u>300,000</u>	<u>300,000</u>	<u>500,000</u>
Total Transfers	<u>600,000</u>	<u>600,000</u>	<u>600,000</u>	<u>1,000,000</u>
Available balance, end of year	\$ <u><u>2,609,326</u></u>	\$ <u><u>1,302,633</u></u>	\$ <u><u>2,186,973</u></u>	\$ <u><u>586,176</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

SEWER REVOLVING FUND

This fund was established to account for all money collected from sewer connection charges and sewer acreage fees. These resources are to be used for construction and replacement of trunk sewers, lateral sewers and to reimburse others who have advanced the cost of construction of sewer lines. This fund also receives payments from the Sewer Operating Fund for the replacement of equipment.

Expenditures from this fund are made through the Capital Projects Fund. For the fiscal year 2021-2022, the following projects, totaling \$13,606,027, are proposed for funding, including \$10,758,018 in sewer annexation funded by the proceeds from the issuance of the 2019 Sewer Revenue Certificates of Participation.

	<u>Appropriation</u>
Annexation sewer projects:	
Area 1 (456A & 457) – Poplar/Brown/Wisconsin/Jaye	\$ 1,200,000
Annexation 475 – Westfield / Jaye	2,602,000
Annexation 478 – Cobb / Dogwood	2,805,000
Annexation 479 – Roby Island	2,681,018
Miscellaneous city areas	1,470,000
Henry St improvements – 6” sewer main	50,000
Lift station upgrade	100,000
Lift station #11 remediation (Henderson Ave rehab)	150,000
Master plan payback	323,009
Master plan update	125,000
Matthew St capacity analysis – LS #11	15,000
Newcomb – north of Mulberry – pump upgrade (LS#3)	50,000
Newcomb – W North Grand – pump upgrade (LS#4)	35,000
Newcomb reconstruction – 30” sewer line replacement	1,000,000
Villa reconstruction – sewer line replacement	1,000,000
Total	\$ <u>13,606,027</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

SEWER REVOLVING FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ 6,698,417	\$ 6,998,665	\$ 7,143,866	\$ 7,770,170
Add:				
Revenues from:				
Interest income	289,233	100,000	101,835	100,000
Service fees	35,599	20,000	37,806	38,732
Development fees	102,961	50,000	164,295	173,776
Interdepartmental service charges	164,374	164,000	182,712	182,713
Depreciation reserve	45,000	45,000	45,000	45,000
COP financing	130,570	-	150,000	10,758,018
Total	767,737	379,000	681,648	11,298,239
Add:				
Transfer from:				
Sewer operating fund	300,000	300,000	300,000	500,000
Total	300,000	300,000	300,000	500,000
Less:				
Appropriations for:				
Equipment replacement	321,290	30,000	-	80,900
Capital projects	300,998	888,198	355,344	13,606,027
Total	622,288	918,198	355,344	13,686,927
Available balance, end of year	7,143,866	6,759,467	7,770,170	5,881,482
Less:				
Equipment replacement fund	844,925	998,925	1,008,760	1,067,860
Available for capital projects	\$ 6,298,941	\$ 5,760,542	\$ 6,761,410	\$ 4,813,622

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

WASTEWATER TREATMENT FACILITY CAPITAL RESERVE

This fund was established to accumulate funds from plant acreage fees and plant depreciation charges for future expansion of the Wastewater Treatment Plant. The depreciation charges are paid from the Sewer Operating Fund. This fund is also utilized to accumulate funds for the replacement of equipment.

The following capital projects and equipment, totaling \$5,839,965 are proposed for the fiscal year 2021-2022:

	<u>Appropriation</u>
Biosolids hauling	\$ 175,000
Canopy for dewatering equipment	24,928
Digesters #2 and #3 repairs (incl. wastegas flare replacement)	2,425,277
Digesters #1 and #4 repairs	325,000
Digester cleaning, coating and piping replacement	90,000
Emergency generator (200KW)	150,000
Manhole 10A inspection / repair	99,760
Office building repair	280,000
Plant #2 evaluation and repairs	150,000
Reclamation area pipeline installation	150,000
Septic station retrofit	70,000
Tertiary treatment plant – corporation yard	1,300,000
Treatment water filling station	120,000
WAS pump replacement	300,000
Wastewater needs assessment and master plan	<u>60,000</u>
Total	\$ <u><u>5,839,965</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

WASTEWATER TREATMENT FACILITY CAPITAL RESERVE

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ 6,543,370	\$ 7,831,321	\$ 7,941,523	\$ 9,077,796
Add:				
Revenues from:				
Interest income	259,645	120,000	114,689	100,000
Development fees	799,697	300,000	692,984	655,500
Interdepartmental service charges	78,804	80,000	79,871	79,871
Depreciation reserve	125,000	125,000	125,000	125,000
Total	1,263,146	625,000	1,012,544	960,371
Add:				
Transfer from:				
Sewer operating fund	300,000	300,000	300,000	500,000
Total	300,000	300,000	300,000	500,000
Less:				
Appropriations for:				
Equipment replacement	-	70,000	43,932	45,000
Capital projects	164,993	6,435,348	132,339	5,839,965
Total	164,993	6,505,348	176,271	5,884,965
Available balance, end of year	7,941,523	2,250,973	9,077,796	4,653,202
Less:				
Equipment replacement fund	394,522	424,522	426,302	471,302
Available for capital projects	\$ 7,547,001	\$ 1,826,451	\$ 8,651,494	\$ 4,181,900

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

SOLID WASTE FUND

This fund was established to account for revenues and expenditures incurred in the collection and disposal of solid waste, street sweeping, graffiti removal, household hazardous waste, and recycling.

This fund is a self-supporting enterprise fund, wherein revenues should be sufficient to cover all costs.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

SOLID WASTE FUND

		2020-2021		
	2019-2020	Original	Revised	2021-2022
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 641,129	\$ 179,031	\$ 173,053	\$ 877,667
Add:				
Revenues from:				
State grants	24,687	20,000	20,000	20,000
Residential charges	3,133,330	3,130,000	3,210,007	3,153,651
Commercial charges	2,411,989	2,400,000	2,425,085	2,413,768
Roll-Off charges	538,607	530,000	602,691	545,829
Recycling charges	1,408	1,000	1,147	1,375
Other revenues	66,117	65,000	15,932	16,243
Total	6,176,138	6,146,000	6,274,862	6,150,866
Less:				
Appropriations for:				
Refuse collection	4,523,766	4,886,357	4,489,517	4,717,814
Green waste program	936,039	1,054,020	912,865	934,718
Street sweeping	270,334	251,327	249,232	259,388
Curbside recycling	463,462	523,751	524,959	503,418
Waste recycling	356,285	413,826	298,822	327,741
Graffiti removal	94,328	107,915	94,853	103,821
Total	6,644,214	7,237,196	6,570,248	6,846,900
Add:				
Transfers from:				
Solid Waste Capital Reserve Fund	-	1,000,000	1,000,000	500,000
Total Transfers	-	1,000,000	1,000,000	500,000
Available balance, end of year	\$ 173,053	\$ 87,835	\$ 877,667	\$ 681,633

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

SOLID WASTE CAPITAL RESERVE FUND

This fund was established in fiscal year 2001/2002 as a reserve for capital expansion. Federal grant funds are received in this fund for the acquisition of alternative fuel equipment. Additional funds are deposited into this fund from the Solid Waste Operating Fund for equipment replacement.

Funds in the amount of \$375,000 are proposed for the following projects in fiscal year 2021-2022:

	<u>Appropriation</u>
Transfer station concrete pad (green waste)	\$ 250,000
Transfer station cover	<u>125,000</u>
Total	\$ <u>375,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

SOLID WASTE CAPITAL RESERVE FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ 6,546,420	\$ 6,872,410	\$ 6,961,213	\$ 6,265,449
Add:				
Revenues				
Federal grants	489,000	801,522	800,982	-
Interest income	222,857	100,000	96,601	90,000
Interdepartmental service charges	842,574	840,000	833,442	833,442
Other revenue	7,057	-	-	-
Total	1,561,488	1,741,522	1,731,025	923,442
Less:				
Appropriations for:				
Equipment	1,146,695	1,825,370	1,266,870	2,145,000
Capital projects	-	375,000	159,919	401,333
Total	1,146,695	2,200,370	1,426,789	2,546,333
Less:				
Transfer to:				
Solid Waste Fund	-	1,000,000	1,000,000	500,000
Total	-	1,000,000	1,000,000	500,000
Available balance, end of year	\$ 6,961,213	\$ 5,413,562	\$ 6,265,449	\$ 4,142,558

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

AIRPORT OPERATING FUND

This fund was established to account for all revenues and expenses connected with the operation of the Porterville Municipal Airport. The principal sources of revenue for this fund are hangar rentals, land leases and aircraft fueling operations.

For the fiscal year 2021-2022, the following capital projects in the amount of \$150,000 are proposed:

	<u>Appropriation</u>
Restaurant painting – interior and exterior	\$ 30,000
Restaurant restrooms renovation/hazard abatement	70,000
Restaurant parking lot rehabilitation	<u>50,000</u>
Total	\$ <u>150,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

AIRPORT OPERATING FUND

		2020-2021		
	2019-2020	Original	Revised	2021-2022
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ <u>2,780,817</u>	\$ <u>2,943,152</u>	\$ <u>2,938,332</u>	\$ <u>3,296,466</u>
Add:				
Revenues from:				
Interest income	57,981	40,000	46,171	40,000
State grants	10,000	10,000	10,000	10,000
Federal grants	-	-	30,000	-
Rental income	162,956	167,016	162,984	165,997
Concessions	10,283	7,291	2,452	7,356
Fueling operations	946,940	1,000,000	1,347,417	1,255,000
Service fees	40,678	42,200	71,358	50,600
Other revenues	<u>4,549</u>	<u>4,400</u>	<u>4,313</u>	<u>4,600</u>
Total	<u>1,233,387</u>	<u>1,270,907</u>	<u>1,674,695</u>	<u>1,533,553</u>
Less:				
Appropriations for:				
Operations	1,075,872	1,368,466	1,316,561	1,407,844
Capital	<u>-</u>	<u>225,861</u>	<u>-</u>	<u>150,000</u>
Total	<u>1,075,872</u>	<u>1,594,327</u>	<u>1,316,561</u>	<u>1,557,844</u>
Available balance, end of year	\$ <u><u>2,938,332</u></u>	\$ <u><u>2,619,732</u></u>	\$ <u><u>3,296,466</u></u>	\$ <u><u>3,272,175</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

AIRPORT REPLACEMENT AND DEVELOPMENT FUND

This fund was developed from the sale of released property at the Airport and is used to match federal grants awarded for the development of the Airport. It is also used to accumulate funds deposited by the Airport Operating Fund for the replacement of equipment.

For the fiscal year 2021-2022, \$286,500 is appropriated for the rehabilitation of the parallel and connecting taxiways project with grant funds of \$270,000 from the Federal Aviation Administration.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

AIRPORT REPLACEMENT AND DEVELOPMENT FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ 492,738	\$ 283,996	\$ 371,466	\$ 342,993
Add:				
Revenues from:				
Interest income	49,688	6,000	4,195	4,000
State grants	5,140	56,347	49,170	-
Federal grants	923,746	153,018	135,244	270,000
Interdepartmental service charges	84,186	84,186	84,186	84,186
Total	1,062,760	299,551	272,795	358,186
Less:				
Appropriations for:				
Equipment	130,782	-	-	-
Capital projects	1,053,250	218,138	301,268	286,500
Total	1,184,032	218,138	301,268	286,500
Available balance, end of year	371,466	365,409	342,993	414,679
Less:				
Equipment replacement fund	233,679	321,865	311,034	399,220
Available for capital projects	\$ 137,787	\$ 43,544	\$ 31,959	\$ 15,459

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

GOLF COURSE FUND

This fund was established by Resolution to account for all revenue and expenses incurred in the operation of the Porterville Municipal Golf Course. The principal source of revenue for this fund is green fees.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

GOLF COURSE FUND

		2020-2021		
	2019-2020	Original	Revised	2021-2022
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ <u>(1,515,635)</u>	\$ <u>(1,717,623)</u>	\$ <u>(1,717,890)</u>	\$ <u>(1,870,960)</u>
Add:				
Revenues from:				
Daily green fees	71,287	75,000	109,362	85,000
Membership Fees	21,690	25,000	24,250	28,000
Cart rentals	64,984	65,000	117,899	80,000
Other revenues	<u>547</u>	<u>800</u>	<u>640</u>	<u>800</u>
Total	<u>158,508</u>	<u>165,800</u>	<u>252,151</u>	<u>193,800</u>
Transfers from:				
General Fund	<u>69,000</u>	<u>69,000</u>	<u>69,000</u>	<u>69,000</u>
Total Revenues and Transfers	<u>227,508</u>	<u>234,800</u>	<u>321,151</u>	<u>262,800</u>
Less:				
Appropriations for:				
Operations	<u>429,763</u>	<u>439,313</u>	<u>474,221</u>	<u>460,151</u>
Total	<u>429,763</u>	<u>439,313</u>	<u>474,221</u>	<u>460,151</u>
Available balance, end of year	\$ <u><u>(1,717,890)</u></u>	\$ <u><u>(1,922,136)</u></u>	\$ <u><u>(1,870,960)</u></u>	\$ <u><u>(2,068,311)</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

GOLF COURSE REPLACEMENT FUND

This fund was established to build up funds for the replacement of equipment used at the Golf Course. Funds are deposited from the Golf Course Operating Fund.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

GOLF COURSE REPLACEMENT FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ 207,657	\$ 203,255	\$ 206,474	\$ 246,813
Add:				
Revenues from:				
Interest income	7,890	3,000	2,931	3,000
Interdepartmental service charges	50,183	51,408	51,408	51,408
Total	58,073	54,408	54,339	54,408
Less:				
Appropriations for:				
Equipment replacement	59,256	14,000	14,000	-
Total	59,256	14,000	14,000	-
Available balance, end of year	\$ 206,474	\$ 243,663	\$ 246,813	\$ 301,221

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

WATER OPERATING FUND

This fund was established to account for all income and expenses having to do with the City's water pumping storage and distribution system. The Water Fund is established as a self-supporting enterprise fund with water sales being the principal source of income.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

WATER OPERATING FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ 968,679	\$ 2,352,567	\$ 2,206,858	\$ 3,058,416
Add:				
Revenues from:				
Interest income	83,951	80,000	73,622	70,000
Water sales	11,953,269	12,135,233	12,672,627	12,869,254
Service fees	69,164	85,000	31,421	32,652
Other revenues	159,891	185,000	12,458	13,374
Total	12,266,275	12,485,233	12,790,128	12,985,280
Less:				
Appropriations for:				
Operations	5,734,094	6,458,209	5,844,905	6,538,176
Meter Reading	356,755	366,583	339,589	366,400
Water Quality Assurance	706,422	1,029,213	514,080	626,800
Hydrant Testing	-	569,658	1,000	573,000
Subtotal	6,797,271	8,423,663	6,699,574	8,104,376
Debt service principal	230,825	238,996	238,996	677,458
Total	7,028,096	8,662,659	6,938,570	8,781,834
Less:				
Transfers to:				
Water Replacement Fund	4,000,000	5,000,000	5,000,000	5,000,000
Total Transfers	4,000,000	5,000,000	5,000,000	5,000,000
Available balance, end of year	\$ 2,206,858	\$ 1,175,141	\$ 3,058,416	\$ 2,261,862

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

WATER REPLACEMENT FUND

This fund was established in 1931 to reserve funds for the extension and replacement of lines in the City's water system. Funds are provided by acreage fees and service connection fees on new services, development fees and by depreciation payments from the Water Operating Fund. This fund is also utilized to accumulate funds for the replacement of equipment.

Expenditures from this fund are made through the Capital Projects Fund. Projects proposed for fiscal year 2021-2022 total \$60,577,765, and includes \$29,000,000 in projects funded by the proceeds from the issuance of the 2021 Water Revenue Certificates of Participation.

	<u>Appropriation</u>
Downtown pipe replacement	\$ 150,000
Drought-tolerant exhibition garden	150,000
East Porterville water infrastructure – phase 2:	
Booster pumps 1 & 2 upgrade – property acquisition	100,000
Hillcrest water main replacement	50,000
Well #34 (Akin)	3,500,000
Well #35 (Westwood at FKC)	1,954,656
Electrical upgrades for water facilities	400,000
Grand Ave – 4 th St to Henrahan – 6" line	200,000
Henderson Ave rehabilitation – Patsy to Balmayne	35,000
Henry St improvements – 6" water main	100,000
Integrated Regional Water Management Plan & implementation	25,000
Martin Hill 3MG tank booster pump upgrade (VFD)	350,000
Master plan payback	385,244
Master plan update	125,000
Matthew St - Henderson to Monache – pipe Porter Slough ditch	250,000
Newcomb – Olive to Porter slough – water line replacement	1,523,352
Putnam water line replacement	195,000
Rehabilitate wells	150,000
SCADA (Supervisory Control and Data Acquisition) system	2,500,000
SGMA compliance:	
Alternative water capacity sources	1,000,000
Coordination agreement and administration	50,000
Eastern Tule GSA/JPA local governance	70,000

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

	<u>Appropriation</u>
SGMA recharge program:	
DR#23 – Center Basin	\$ 758,977
DR#28 – S Jaye St	1,135,000
DR#30 – Airport system	14,000,000
North recharge basin – NW of FKC, W of Westwood	1,010,911
South recharge basin – near crossing of FKC under Tule River	1,947,125
Stormwater capture and recharge	680,000
Tule River/Jaye St dual-recharge basin	975,000
Storage reservoir rehabilitation program:	
Airport 300k water tank cathodic protection	50,000
East Porterville 3MG tank cathodic protection	60,000
Highland 305K tank cathodic protection	50,000
Scenic Heights tank coating and repair	500,000
Scenic Heights tank overflow	150,000
Success Reservoir enlargement project	175,000
Tertiary treatment plant – satellite plant	15,000,000
Tule River JPA administration	15,000
Tule River / Porter slough clearing	35,000
Urban water management plan – 2020 update	75,000
Villa St reconstruction – Olive to Henderson (water and storm line)	3,000,000
Water capacity program:	
Well #36 – acquisition & drilling (SEC of Henderson & FKC)	1,800,000
Well #37 – includes piping (Tule River)	2,400,000
Water infrastructure review	17,500
Water meter radio read replacement project:	
Citywide meter replacement	480,000
Water meter fixed network data collector	3,000,000
Total	\$ <u><u>60,577,765</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

WATER REPLACEMENT FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ 16,164,293	\$ 19,388,179	\$ 18,991,262	\$ 22,730,224
Add:				
Revenues from:				
Federal & State grants	417,177	18,055,896	-	13,354,656
Interest income	598,659	300,000	245,215	230,000
Service fees	10,661	10,662	21,773	22,042
Development fees	139,275	135,000	296,196	300,000
Interdepartmental service charges	443,262	440,000	404,462	404,461
Depreciation reserve	155,162	155,162	155,162	155,162
COP financing	-	-	-	29,000,000
Other revenue	726	-	3,223	-
Total	1,764,922	19,096,720	1,126,031	43,466,321
Add:				
Transfer from:				
Water Operating Fund	4,000,000	5,000,000	5,000,000	5,000,000
Total	4,000,000	5,000,000	5,000,000	5,000,000
Less:				
Appropriations for:				
Equipment replacement	298,466	585,000	79,216	98,000
Capital projects	2,639,487	17,129,981	2,307,853	18,223,109
Capital projects - bond proceeds	-	-	-	29,000,000
Capital projects - grants	-	18,055,896	-	13,354,656
Total	2,937,953	35,770,877	2,387,069	60,675,765
Available balance, end of year	18,991,262	7,714,022	22,730,224	10,520,780
Less:				
Equipment replacement fund	2,317,227	1,772,227	2,688,168	2,972,168
Available for capital projects	\$ 16,674,035	\$ 5,941,795	\$ 20,042,056	\$ 7,548,612

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

GENERAL GOVERNMENT DEBT SERVICE FUND

This fund is used to account for the payment of principal and interest on general government debt including the 2015 Refinancing Project Certificates of Participation.

Debt service requirements for the fiscal year 2020-2021 include \$1,632,955 for the 2015 Refinancing Project Certificates of Participation.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

GENERAL GOVERNMENT - DEBT SERVICE FUND

		2020-2021		
	2019-2020	Original	Revised	2021-2022
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 1,021,636	\$ 1,015,571	\$ 1,015,570	\$ 1,027,418
Add:				
Revenues from:				
Interest income	321	-	-	-
Interdepartmental service charges	589,744	600,000	609,323	-
Other revenues	1,319	-	-	-
Total	591,384	600,000	609,323	-
Less:				
Appropriations for:				
Administrative expense	1,350	1,350	3,700	1,350
Debt redemption	2,302,053	2,267,960	2,267,960	1,632,995
Total	2,303,403	2,269,310	2,271,660	1,634,345
Other financing sources (uses):				
Transfers from General Fund	1,705,953	1,674,185	1,674,185	1,634,345
Total	1,705,953	1,674,185	1,674,185	1,634,345
Available balance, end of year	\$ 1,015,570	\$ 1,020,446	\$ 1,027,418	\$ 1,027,418

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

RISK MANAGEMENT FUND

This fund was created during fiscal year 1977-78 for the purpose of identifying, controlling, preventing, and transferring risk and to manage the City's insurance programs.

Since the City is self-insured, all reserves for potential liabilities and losses are accumulated in this fund. Revenues are derived from charges to departments and interest income.

For fiscal year 2021-2022, \$205,000 is appropriated for the following capital projects:

	<u>Appropriation</u>
City Hall key card / security enhancements	\$ 5,000
City Hall ADA improvements	<u>200,000</u>
Total	\$ <u>205,000</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

RISK MANAGEMENT

		2020-2021		
	2019-2020	Original	Revised	2021-2022
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 1,660,400	\$ 1,579,121	\$ 1,573,799	\$ 1,591,803
Add:				
Revenues from:				
Interest income	45,988	12,000	12,390	10,000
Liability Program	514,916	514,916	514,916	514,916
Health and Life	5,010,952	5,110,000	5,155,412	5,175,000
Unemployment	119,307	110,000	119,603	120,000
Worker's Comp	1,315,381	1,300,000	1,424,454	1,450,000
Automobile/Property	171,514	175,000	175,000	175,000
Other revenues	725	800	839	800
Total Revenues	7,178,783	7,222,716	7,402,614	7,445,716
Less:				
Appropriations for:				
Liability Program	619,128	787,606	821,296	884,638
Health and Life	5,082,363	4,901,031	4,688,042	4,900,000
Unemployment	151,021	45,000	62,164	60,000
Worker's Comp	754,088	877,596	763,797	950,563
Automobile/Property	371,569	521,634	524,734	751,394
Employment Practices	93,417	218,038	224,509	220,000
Administration	193,798	208,343	220,068	221,725
Subtotal	7,265,384	7,559,248	7,304,610	7,988,320
Capital Projects	-	129,825	80,000	205,000
Total Expenditures	7,265,384	7,689,073	7,384,610	8,193,320
Available balance, end of year	\$ 1,573,799	\$ 1,112,764	\$ 1,591,803	\$ 844,199

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

EQUIPMENT MAINTENANCE FUND

This fund is used as a revolving fund to accumulate the costs of maintaining the City's equipment and charging the appropriate fund and department for their proper expenses. Equipment owned by the County and Burton School District is also maintained in this fund, providing a substantial savings to the County and the District while giving the City more operating flexibility.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

EQUIPMENT MAINTENANCE FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ 376,622	\$ 81,715	\$ 90,407	\$ 438,239
Add:				
Revenues from:				
Interest income	13,811	8,000	3,345	2,000
Rental income	16,532	15,000	20,633	21,009
Fuel sales	1,305,031	1,400,000	1,242,388	1,242,388
Interdepartmental service charges	499,578	500,000	542,818	542,432
Other service charges	1,884,041	1,865,000	1,899,307	1,893,431
Total	3,718,993	3,788,000	3,708,491	3,701,260
Less:				
Appropriations for:				
Equipment maintenance	4,005,208	3,866,661	3,360,659	3,632,540
Total	4,005,208	3,866,661	3,360,659	3,632,540
Available balance, end of year	\$ 90,407	\$ 3,054	\$ 438,239	\$ 506,959

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

EQUIPMENT MAINTENANCE REPLACEMENT FUND

This fund is used to accumulate funds from the Equipment Maintenance Operating Fund to pay for the replacement of equipment used by the Field Services Shop operations.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

EQUIPMENT MAINTENANCE REPLACEMENT FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ 909,234	\$ 1,015,387	\$ 1,029,495	\$ 1,037,111
Add:				
Revenues from:				
Interest income	34,224	15,000	15,000	15,000
Interdepartmental service charges	147,403	140,000	150,606	150,606
Other revenue	-	-	2,010	-
Total	181,627	155,000	167,616	165,606
Less:				
Appropriations for:				
Equipment replacement	61,366	189,000	160,000	62,200
Total	61,366	189,000	160,000	62,200
Available balance, end of year	\$ 1,029,495	\$ 981,387	\$ 1,037,111	\$ 1,140,517

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

LANDSCAPE MAINTENANCE DISTRICT FUND

The fund was established in 1990 to pay for the public landscaping at Westwood Estates. In 1991, the fund expanded to include the Industrial Park at the Airport and in 1992, the public-landscaped area of the Jasmine development on Hillcrest Street was added. Five more annexations were made to the district in 1993 and 1994, and six more in 1995. Currently, District 1 accounts for eighteen active project areas. Beginning with the 1998-99 fiscal year, additional Districts have been established to account for new neighborhoods.

The costs recorded in this fund are paid for by assessments to the benefited properties.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

LANDSCAPE MAINTENANCE DISTRICTS FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ <u>261,689</u>	\$ <u>210,154</u>	\$ <u>210,160</u>	\$ <u>194,908</u>
Add:				
Revenues from:				
Property assessments	<u>115,624</u>	<u>154,753</u>	<u>155,232</u>	<u>154,753</u>
Total	<u>115,624</u>	<u>154,753</u>	<u>155,232</u>	<u>154,753</u>
Less:				
Appropriations for:				
Maintenance and repair	<u>167,153</u>	<u>202,429</u>	<u>170,484</u>	<u>192,995</u>
Total	<u>167,153</u>	<u>202,429</u>	<u>170,484</u>	<u>192,995</u>
Available balance, end of year	\$ <u><u>210,160</u></u>	\$ <u><u>162,478</u></u>	\$ <u><u>194,908</u></u>	\$ <u><u>156,666</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

TRANSPORTATION DEVELOPMENT FUND

This fund was established by Council action on May 5, 1998, to account for the collection and distribution of the newly-adopted Traffic Impact Fee, which is assessed on new developments. These funds are to be used for the implementation of the Circulation Element.

Expenditures from this fund are made through the Capital Projects Fund. For fiscal year 2021-2022, a total of \$91,750 is proposed to fund the following capital projects:

	<u>Appropriation</u>
Westfield / Matthew – traffic mitigation	\$ 45,875
Westfield / Westwood – traffic mitigation	<u>45,875</u>
Total	\$ <u><u>91,750</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

TRANSPORTATION DEVELOPMENT FUND

		2020-2021		
	2019-2020	Original	Revised	2021-2022
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 1,616,525	\$ 1,912,215	\$ 1,939,910	\$ 2,026,392
Add:				
Revenues from:				
Interest income	64,628	15,000	25,792	15,000
Development fees	334,498	200,000	210,690	200,000
Total	399,126	215,000	236,482	215,000
Less:				
Appropriations for:				
Capital projects	-	91,750	-	91,750
Add:				
Transfers from:				
Park Development Fund	74,259	-	-	-
Less:				
Transfers to:				
General Fund	150,000	150,000	150,000	150,000
Available balance, end of year	\$ 1,939,910	\$ 1,885,465	\$ 2,026,392	\$ 1,999,642

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

PARK DEVELOPMENT FUND

This fund was established in 1988 to account for receipts of federal and state grants for the construction, improvement, maintenance, and acquisition of parks within the City. The current revenue stream consists of developer impact fees and interest income. These funds help pay for debt service on the Infrastructure Refinancing Bonds for that portion spent on the construction of the sports complex.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

PARK DEVELOPMENT FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ -	\$ -	\$ -	\$ -
Add:				
Revenues from:				
Interest income	289	50	223	50
Development fees	110,883	75,000	112,787	100,000
Total	111,172	75,050	113,010	100,050
Less:				
Transfers to General Fund:				
Debt Service	30,808	68,889	106,849	93,828
Transfers to Airport Fund:				
Sports Complex Lease	6,105	6,161	6,161	6,222
Transfers to Transportation Dev Fund	74,259	-	-	-
Total	111,172	75,050	113,010	100,050
Available balance, end of year	\$ -	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

STORM DRAIN DEVELOPMENT FUND

This fund was established by the City Council in 1977 to account for storm drainage acreage fees from subdivisions and developers. The funds are used to finance storm drainage facilities.

Funds in the amount of \$2,048,554 are proposed in fiscal year 2021-2022 for the following projects:

	<u>Appropriation</u>
Flood plain management	\$ 10,000
Hockett St – Willow alignment to Porter slough	250,000
Main St – Westfield pipe (Pond 15 to Pond 19)	195,430
Master plan payback	144,086
Master plan update	125,000
Newcomb – Olive to Porter slough	888,200
Pioneer ditch conversion	200,000
Zalud Park storm drain upgrade	<u>235,838</u>
Total	\$ <u><u>2,048,554</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

STORM DRAIN DEVELOPMENT FUND

		2020-2021		
	2019-2020	Original	Revised	2021-2022
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 1,978,326	\$ 2,008,393	\$ 2,036,900	\$ 2,116,641
Add:				
Revenues from:				
Interest income	72,642	25,000	27,363	20,000
Development fees	208,911	150,000	220,729	200,000
Total	281,553	175,000	248,092	220,000
Less:				
Appropriations for:				
Capital projects	222,979	2,118,002	168,351	2,048,554
Total	222,979	2,118,002	168,351	2,048,554
Available balance, end of year	\$ 2,036,900	\$ 65,391	\$ 2,116,641	\$ 288,087

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 – 2022**

BUILDING CONSTRUCTION FUND

This fund was established in 1977 to accumulate monies for building new facilities to house the Police Department and to remodel and update the City Hall. The amounts in this fund have been derived from an accumulation of general reserves, sale of surplus real property and interest earnings.

Interest income from this fund is used for debt service of the 2015 Refinancing Certificates of Participation.

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

BUILDING CONSTRUCTION FUND

		2020-2021		
	2019-2020 Actual	Original Estimate	Revised Estimate	2021-2022 Estimate
Available balance, beginning of year	\$ <u>478,470</u>	\$ <u>177,555</u>	\$ <u>180,674</u>	\$ <u>173,106</u>
Add:				
Revenues from:				
Interest income	<u>10,689</u>	<u>5,000</u>	<u>2,205</u>	<u>1,000</u>
Total	<u>10,689</u>	<u>5,000</u>	<u>2,205</u>	<u>1,000</u>
Less:				
Appropriations for:				
Capital Projects	300,915	7,568	7,568	-
Transfers to General Fund	<u>7,570</u>	<u>5,000</u>	<u>2,205</u>	<u>1,000</u>
Total	<u>308,485</u>	<u>12,568</u>	<u>9,773</u>	<u>1,000</u>
Available balance, end of year	\$ <u><u>180,674</u></u>	\$ <u><u>169,987</u></u>	\$ <u><u>173,106</u></u>	\$ <u><u>173,106</u></u>

ANNUAL BUDGET

Detail Reports



FY 2021/2022

General Fund REVENUES ANNUAL BUDGET



FY 2021/2022

**CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
TAXES								
<u>PROPERTY TAXES</u>								
4001	Current Secured	2,733,011	2,894,129	3,062,229	3,154,000	1,515,006	3,175,118	3,334,000
4002	Current Unsecured	158,143	165,685	173,617	178,000	177,692	179,103	184,000
4003	Prior Secured/Unsecured	61,450	61,928	65,274	65,000	12,486	65,000	65,000
4005	ERAF - VLF Backfill	3,961,069	4,117,800	4,321,395	4,300,000	2,247,689	4,495,378	4,500,000
TOTAL PROPERTY TAXES		6,913,674	7,239,542	7,622,515	7,697,000	3,952,873	7,914,599	8,083,000
<u>OTHER TAXES</u>								
4011	Sales and Use Tax	5,833,137	6,256,098	6,147,540	5,500,000	2,467,554	6,539,284	6,771,812
4012	Utility Users Tax	4,055,845	3,911,568	3,856,020	3,700,000	2,042,321	4,084,642	4,000,000
4013	Transient Occupancy Tax	559,247	539,233	504,318	400,000	208,263	571,780	575,000
4014	Property Transfer Tax	102,661	91,044	102,901	97,000	44,409	105,786	105,000
4015	Franchises	622,527	629,231	631,738	630,000	53,399	653,724	650,000
4016	Municipal Franchises	1,001,134	1,001,134	1,001,134	1,001,134	500,572	1,001,134	1,001,134
4017	Sales Tax - Public Safety	237,147	260,632	260,256	260,000	114,635	261,914	260,000
TOTAL OTHER TAXES		12,411,698	12,688,940	12,503,907	11,588,134	5,431,152	13,218,264	13,362,946
TOTAL TAXES		19,325,372	19,928,482	20,126,421	19,285,134	9,384,025	21,132,863	21,445,946
<u>LICENSES & PERMITS</u>								
4401	Business Licenses	482,858	472,618	507,253	400,000	206,569	426,472	425,000
4403	Building Permits	271,610	250,543	338,772	280,000	177,498	313,608	300,000
4404	Plumbing Permits	174,448	188,792	254,390	185,000	115,197	169,813	170,000
4405	Electrical Permits	74,634	106,904	154,395	110,000	84,428	162,172	150,000
4408	Animal Licenses	11,547	15,734	13,624	14,000	6,317	12,292	12,000
4409	Other Licenses and Permits	1,017	656	185	300	73	73	100
TOTAL LICENSES & PERMITS		1,016,114	1,035,248	1,268,619	989,300	590,082	1,084,430	1,057,100

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2021/22

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
REV. FROM OTHER AGENCIES								
<u>TAXES</u>								
4501	Vehicle License Fees in Excess	31,535	29,183	47,693	48,000	-	43,753	43,000
4502	Sales Tax - Measure R (Alt)	-	-	-	100,000	-	-	100,000
4504	Homeowners Property Tax Relief	24,822	24,480	24,013	24,000	-	24,439	24,000
	TOTAL TAXES	56,357	53,663	71,706	172,000	-	68,192	167,000
<u>FEES & GRANTS</u>								
4516	State Grants	37,862	124,994	96,693	201,777	22,370	142,698	125,000
4517	Federal Grants	-	32,976	46,740	20,737	1,104,853	757,305	-
4518	State Reimbursements	58,550	66,252	103,543	65,000	4,530	32,608	30,000
	TOTAL FEES & GRANTS	96,412	224,223	246,976	287,514	1,131,753	932,611	155,000
	TOTAL REV. FROM OTHER AGENCIES	152,769	277,886	318,682	459,514	1,131,753	1,000,803	322,000
<u>USE OF MONEY & PROPERTY</u>								
4601	Interest on Investments	193,109	253,040	246,226	200,000	90,396	252,096	175,000
4604	Rent of Land	114,624	121,204	122,909	124,000	67,206	120,773	122,584
4607	Rent of Building	182,903	168,846	149,053	58,000	41,596	99,830	99,830
	TOTAL USE OF MONEY & PROPERTY	490,637	543,090	518,188	382,000	199,198	472,699	397,414
<u>FINES & FORFEITURES</u>								
4702	Parking Violations	12,817	6,189	7,932	7,000	2,666	12,760	8,000
4703	Vehicle Code Fines	2,334	1,978	2,506	2,200	1,277	2,031	2,200
4709	Other Fines	18,581	13,506	20,629	17,000	8,865	11,322	12,000
	TOTAL FINES & FORFEITURES	33,732	21,673	31,067	26,200	12,808	26,113	22,200

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2021/22

ACCT# ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
CHARGES FOR SERVICES							
<u>PLANNING & ENGINEERING</u>							
4801 Planning and Zoning Fees	53,825	55,801	89,573	55,000	53,334	63,685	60,000
4803 Engineering & Inspection Fees	117,573	82,321	105,354	100,000	46,969	63,924	60,000
4805 New Street Lighting	2,365	874	2,246	1,500	1,245	3,557	1,500
4806 New Fire Hydrants	2,449	-	2,312	2,000	1,908	5,456	2,000
4807 Street, Sidewalk and Curb	1,750	1,000	3,532	1,500	-	-	-
TOTAL PLANNING & ENGINEERING	177,960	139,996	203,017	160,000	103,456	136,622	123,500
<u>PUBLIC SAFETY</u>							
4810 Animal Control Services	30,068	41,173	38,387	35,000	8,049	14,288	15,000
4811 Police Services	98,870	116,348	156,238	125,000	22,424	75,591	100,000
4811.3Fingerprinting Fees	17,690	20,175	13,050	17,000	30	30	1,000
4811.5Vehicle Storage	25,058	36,907	58,384	35,000	37,994	75,691	50,000
4812 Police Cost Recoveries	248,440	248,557	160,359	175,000	-	-	175,000
4813 Police Records - Services	26,077	25,595	22,994	24,000	11,000	21,966	22,000
4815 Fire Services	9,166	8,846	7,729	9,000	30	6,390	6,500
4816 Weed Abatement Reimbursement	39,154	20,893	68,126	30,000	(28,245)	-	-
4818 Code Enforcement Fees	34,013	64,405	17,802	20,000	62,384	20,000	20,000
TOTAL PUBLIC SAFETY	528,536	582,898	543,068	470,000	113,666	213,956	389,500
<u>RECREATION & CULTURE</u>							
4830 Freedom Fest	32,141	25,455	26,380	-	-	-	-
4831 Library Services	39,995	36,834	19,360	10,000	94	200	10,000
4832 Pavilions/ballfields Rentals	45,014	46,194	32,207	15,000	-	-	10,000
4833 Community Center Rentals	2,189	515	540	500	-	-	500
4834 Concessions	587	274	-	300	-	-	-
4836.55Special Programs Revenue	103,743	114,324	56,925	40,000	6,498	6,000	20,000
4836.56RAP Program Revenue	139,979	161,524	114,272	75,000	793	793	30,000
4836.59Day Camps Program Revenue	32,429	34,786	6,509	15,000	6,575	6,575	10,000
4836.63Y.E.S. Elementary Program Rev	1,688,428	1,908,484	1,918,545	1,983,000	271,946	1,470,000	1,575,000
4836.64Y.E.S. Jr High Program Revenue	339,357	326,834	343,685	368,000	42,526	233,000	250,000
4836.68Tiny Tots Program Revenue	26,748	27,850	8,448	5,000	-	-	2,000
4837 Senior Citizen Program Revenue	16,368	14,846	9,215	5,000	-	-	-
4838 Sports Complex Parking Fees	15,817	17,807	10,983	10,000	-	-	5,000
4839 OHV Park Fees	30,863	30,643	15,270	15,000	-	20,000	20,000
TOTAL RECREATION & CULTURE	2,513,658	2,746,372	2,562,339	2,541,800	328,430	1,736,568	1,932,500

CITY OF PORTERVILLE
BUDGET WORKSHEET - GENERAL FUND REVENUES
FISCAL YEAR 2021/22

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>SWIMMING POOL</u>								
4841	Swimming Admissions	35,951	34,986	22,483	8,000	8,278	8,489	8,000
4842	Swimming Lessons	29,502	27,753	2,932	500	447	447	500
4843	Swimming Season Passes	140	-	-	-	-	-	-
4845	Swimming Pool Rentals	17,607	18,294	8,229	-	79	79	-
4846	Pool Concessions	1,198	1,000	-	-	-	-	-
	TOTAL SWIMMING POOL	84,397	82,033	33,643	8,500	8,804	9,015	8,500
<u>MISCELLANEOUS</u>								
4891	Passport Fees	24,457	61,966	46,553	25,000	12,381	12,381	12,500
4893	Street Tree Fees	1,640	4,550	13,060	4,000	4,950	6,000	4,000
4897	Interdepartmental Serv Charges	2,318,896	2,297,249	2,365,715	2,350,000	1,364,797	2,350,000	2,400,000
4898	Special Benefit Assessments	8,374	5,272	7,981	5,090	2,545	5,090	5,090
	TOTAL MISCELLANEOUS	2,353,366	2,369,037	2,433,310	2,384,090	1,384,673	2,373,471	2,421,590
	CHARGES FOR SERVICES	5,657,917	5,920,337	5,775,376	5,564,390	1,939,029	4,469,632	4,875,590
<u>OTHER REVENUES</u>								
4991	Sale of Real Property	25,000	219,119	-	-	-	-	-
4992	Sale of Personal Property	4,963	2	3,329	-	-	-	-
4993	Service Initiation Fees	23,670	24,100	23,410	23,000	9,920	19,800	20,000
4994	Contributions	1,200	2,933	3,781	3,500	409	409	-
4995	Reimbursements and Refunds	4,873	5,347	3,384	4,000	-	4,000	4,000
4996	Other Financing Sources (Uses)	-	-	2,500,000	-	4,853,082	1,707,987	1,340,000
4997	Cash Variations	137	166	(178)	-	181	200	-
4998	Penalties	39,856	44,554	50,304	44,000	22,766	38,000	30,000
4999	Other Revenues	(529)	8,322	15,468	11,000	3,614	6,000	5,000
	TOTAL OTHER REVENUES	99,170	304,542	2,599,498	85,500	4,889,971	1,776,396	1,399,000
	TOTAL REVENUE	26,775,712	28,031,257	30,637,851	26,792,038	18,146,867	29,962,936	29,519,250

General Fund
LEGISLATIVE
ANNUAL BUDGET



FY 2021/2022

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - LEGISLATIVE
CITY COUNCIL
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>CITY COUNCIL</u>								
<u>PERSONNEL SERVICES</u>								
5010-001-010	Salaries, Regular	2,700	2,970	2,735	4,000	1,430	3,400	4,000
TOTAL PERSONNEL SERVICES		2,700	2,970	2,735	4,000	1,430	3,400	4,000
<u>OTHER EXPENSES</u>								
5010-001-140	Computer Equipment Mainenance	1,163	1,503	2,550	3,000	602	1,332	3,000
5010-001-190	Other Equipment Maintenance	-	-	3,091	3,000	-	500	3,000
5010-001-220	Printing/Copying	-	-	-	-	-	-	-
5010-001-230	Professional/Temp Service	47,080	80,964	81,255	57,550	3,449	50,794	57,550
5010-001-320	Office/Computer Supplies	-	-	831	1,000	-	100	1,000
5010-001-410	Meeting Expenses	1,087	3,389	2,749	3,000	568	1,596	3,000
5010-001-410.03	Meeting Expenses-Hamilton	3,510	1,393	-	-	-	-	-
5010-001-410.09	Meeting Expenses-Ward	2,180	1,331	-	-	-	-	-
5010-001-410.0	Meeting Expenses-Gurrola	-	651	4,168	4,500	437	544	-
5010-001-410.13	Meeting Expenses-Reyes	2,788	5,027	690	4,500	551	1,412	4,500
5010-001-410.14	Meeting Expenses-Stowe	45	1,780	1,333	4,500	-	-	4,500
5010-001-410.15	Meeting Expenses-Flores	3,826	1,453	1,852	4,500	302	1,149	4,500
5010-001-410.16	Meeting Expenses - Penaloza	-	5,683	3,173	4,500	587	1,175	4,500
5010-001-410.17	Meeting Expenses - Carrillo	-	-	-	-	113	3,180	4,500
5010-001-420	Utilities	15,149	7,892	2,809	3,000	1,034	2,488	3,000
5010-001-450	Publication and Dues	17,454	19,662	20,472	21,000	20	18,447	21,000
5010-001-600	Freedom Fest	27,116	29,240	-	-	-	-	-
5010-001-660	Other Expense	16,545	4,106	3,893	4,867	920	1,840	4,867
5010-001-910	Special Purpose	56,520	97,050	15,000	100,000	-	36,000	100,000
5010-001-920	GF Designated Funds Expenses	-	-	22,095	-	50,000	510,756	195,000
TOTAL OTHER EXPENSES		194,463	261,124	165,961	218,917	58,584	631,313	413,917
<u>CAPITAL OUTLAY</u>								
5010-001-730	Other Machinery/Equipment	-	-	4,990	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	4,990	-	-	-	-
TOTAL CITY COUNCIL		<u>197,163</u>	<u>264,094</u>	<u>173,686</u>	<u>222,917</u>	<u>60,014</u>	<u>634,713</u>	<u>417,917</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - LEGISLATIVE
COMMUNITY PROMOTION
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>COMMUNITY PROMOTION</u>								
<u>PERSONNEL SERVICES</u>								
5010-010-010	Salaries, Regular	12,164	5,423	14,095	11,048	5,557	11,114	11,757
5010-010-020	Salaries, Part-time	176	387	-	-	-	-	-
5010-010-030	Salaries, Overtime	16,719	16,828	8,580	20,000	-	-	20,000
5010-010-090	Benefits	6,568	4,738	10,679	6,940	3,398	6,796	7,196
TOTAL PERSONNEL SERVICES		35,627	27,376	33,354	37,988	8,955	17,910	38,953
<u>OTHER EXPENSES</u>								
5010-010-230	Professional/Temp Service	40,500	40,000	35,000	35,000	8,750	35,000	35,000
5010-010-410	Meeting Expense	125	1,599	342	1,500	-	-	1,500
5010-010-450	Publication and Dues	101,079	57,206	79,156	100,770	26,119	50,846	100,770
5010-010-600	Freedom Fest	-	-	108	30,000	-	-	30,000
5010-010-660	Other Expense	56,413	68,056	67,070	63,697	30,535	61,070	63,697
TOTAL OTHER EXPENSES		198,117	166,862	181,677	230,967	65,404	146,916	230,967
TOTAL COMMUNITY PROMOTION		<u>233,744</u>	<u>194,238</u>	<u>215,031</u>	<u>268,955</u>	<u>74,359</u>	<u>164,825</u>	<u>269,920</u>

General Fund
ADMINISTRATIVE
ANNUAL BUDGET



FY 2021/2022

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
CITY MANAGER
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>CITY MANAGER</u>								
<u>PERSONNEL SERVICES</u>								
5011-001-010	Salaries, Regular	200,584	184,106	205,875	208,158	103,207	210,814	219,244
5011-001-020	Salaries, Part-time	-	2,739	-	-	-	-	-
5011-001-030	Salaries, Overtime	115	50	-	-	-	-	-
5011-001-040	Car Allowance	6,900	7,200	7,200	7,200	3,600	7,200	-
5011-001-090	Benefits	81,174	70,424	86,582	90,644	45,226	92,731	97,613
TOTAL PERSONNEL SERVICES		288,773	264,518	299,657	306,002	152,033	310,745	316,857
<u>OTHER EXPENSES</u>								
5011-001-190	Other Equipment Maint	597	1,135	372	1,200	186	372	1,200
5011-001-220	Printing/Copying	474	361	487	500	198	396	500
5011-001-260	Rent of Property & Equipment	2,053	1,807	937	2,500	-	-	2,500
5011-001-320	Office/Computer Supplies	1,301	1,292	781	2,000	339	679	2,000
5011-001-410	Meeting Expense	5,840	3,909	1,137	5,000	25	184	5,000
5011-001-420	Utilities	1,046	1,085	1,265	1,400	531	1,245	1,400
5011-001-440	Training Expense	162	-	683	1,000	-	-	1,000
5011-001-450	Publication and Dues	694	2,199	365	1,400	201	402	1,400
5011-001-660	Other Expense	1,710	1,711	4,315	6,261	395	4,902	6,261
TOTAL OTHER EXPENSES		13,877	13,499	10,342	21,261	1,875	8,179	21,261
<u>CAPITAL OUTLAY</u>								
5011-001-710	Office Equipment (over \$1,000)	-	(16)	1,416	-	-	-	-
TOTAL CAPITAL OUTLAY		-	(16)	1,416	-	-	-	-
TOTAL CITY MANAGER		<u>302,650</u>	<u>278,001</u>	<u>311,416</u>	<u>327,263</u>	<u>153,908</u>	<u>318,924</u>	<u>338,118</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE SERVICES
CITY CLERK
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>CITY CLERK</u>								
<u>PERSONNEL SERVICES</u>								
5011-005-010	Salaries, Regular	98,286	98,054	97,714	119,170	49,347	101,215	132,665
5011-005-030	Salaries, Overtime	-	24	-	-	-	-	-
5011-005-090	Benefits	45,727	46,898	48,361	66,138	26,036	53,264	72,765
TOTAL PERSONNEL SERVICES		144,012	144,976	146,075	185,308	75,383	154,479	205,430
<u>OTHER EXPENSES</u>								
5011-005-190	Other Equipment Maint	372	558	672	550	279	558	600
5011-005-210	Advertising	2,111	2,423	5,310	4,000	1,429	2,859	3,500
5011-005-220	Printing/Copying	2,572	3,061	864	1,000	-	-	500
5011-005-230	Professional/Temp Service	8,624	16,379	9,252	68,000	8,752	69,252	8,000
5011-005-320	Office/Computer Supplies	360	942	1,240	1,000	465	768	1,000
5011-005-410	Meeting Expense	55	-	-	200	-	-	-
5011-005-420	Utilities	883	1,125	1,146	600	530	1,151	600
5011-005-440	Training Expense	2,241	1,819	1,607	3,000	-	-	3,000
5011-005-450	Publication and Dues	1,763	668	220	1,500	-	325	1,000
5011-005-460	Postage	1,616	2,172	1,677	1,500	932	1,708	1,500
5011-005-660	Other Expense	35	38	131	4,050	-	-	5,700
TOTAL OTHER EXPENSES		20,631	29,185	22,119	85,400	12,387	76,621	25,400
TOTAL CITY CLERK		<u>164,643</u>	<u>174,161</u>	<u>168,194</u>	<u>270,708</u>	<u>87,770</u>	<u>231,100</u>	<u>230,830</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE SERVICES
HUMAN RESOURCES
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2020/21 BUDGET
<u>HUMAN RESOURCES</u>								
<u>PERSONNEL SERVICES</u>								
5011-010-010	Salaries, Regular	153,118	164,107	169,424	150,749	87,728	166,420	161,736
5011-010-020	Salaries, Part-time	2,787	-	-	-	-	-	-
5011-010-030	Salaries, Overtime	-	190	-	-	-	-	-
5011-010-040	Car Allowance	4,800	4,800	4,800	4,800	2,400	4,800	4,800
5011-010-090	Benefits	77,881	85,335	84,925	75,718	46,502	85,760	81,582
TOTAL PERSONNEL SERVICES		238,586	254,433	259,149	231,267	136,630	256,980	248,118
<u>OTHER EXPENSES</u>								
5011-010-190	Other Equipment Maint	968	818	558	500	279	558	600
5011-010-210	Advertising	2,380	7,972	3,647	4,000	2,172	3,551	4,000
5011-010-220	Printing/Copying	1,164	1,460	1,280	1,000	377	754	1,000
5011-010-230	Professional/Temp Service	25,610	29,962	53,285	12,000	9,371	14,570	14,000
5011-010-260	Rent of Property & Equipmt	1,264	1,186	733	1,000	122	336	500
5011-010-320	Office/Computer Supplies	3,757	4,652	2,649	3,000	1,201	2,402	3,000
5011-010-350	Tools/Equipment (under \$1,000)	-	817	-	-	435	435	
5011-010-410	Meeting Expense	1,195	1,618	1,371	1,500	474	947	1,500
5011-010-440	Training Expense	19,414	24,250	21,926	25,000	6,747	13,495	25,000
5011-010-450	Publication and Dues	3,847	8,026	2,031	3,000	3,979	5,292	6,000
5011-010-460	Postage	26	6	-	50	-	20	50
5011-010-660	Other Expense	7,914	8,134	6,999	9,700	3,596	7,192	5,100
TOTAL OTHER EXPENSES		67,540	88,901	94,479	60,750	28,753	49,552	60,750
TOTAL HUMAN RESOURCES		306,126	343,333	353,628	292,017	165,383	306,532	308,868

General Fund
CITY ATTORNEY
ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
BUDGET WORKSHEETS - ADMINISTRATIVE AND LEGAL
CITY ATTORNEY
FISCAL YEAR 2021/22

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
CITY ATTORNEY								
OTHER EXPENSES								
5011-050-230	Professional/Temp Service	124,661	161,136	116,664	225,000	45,752	143,630	225,000
5011-050-410	Meeting Expense	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES		124,661	161,136	116,664	225,000	45,752	143,630	225,000
TOTAL CITY ATTORNEY		<u>124,661</u>	<u>161,136</u>	<u>116,664</u>	<u>225,000</u>	<u>45,752</u>	<u>143,630</u>	<u>225,000</u>

General Fund

FINANCE

ANNUAL BUDGET



FY 2021/2022

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
FINANCE
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>FINANCE</u>								
<u>PERSONNEL SERVICES</u>								
5012-001-010	Salaries, Regular	326,479	317,176	342,137	319,327	157,092	325,112	326,101
5012-001-040	Car Allowance	4,800	4,800	4,800	4,800	2,400	4,800	4,800
5012-001-090	Benefits	169,490	168,429	174,620	169,270	91,651	176,870	188,048
TOTAL PERSONNEL SERVICES		500,769	490,405	521,557	493,397	251,143	506,782	518,949
<u>OTHER EXPENSES</u>								
5012-001-120	Building/Grounds Maint	-	-	46	-	-	-	-
5012-001-140	Computer Equip Maint	-	1,134	1,116	1,860	558	1,116	1,860
5012-001-190	Other Equipment Maint	1,860	-	-	-	-	-	-
5012-001-220	Printing/Copying	1,390	1,387	1,502	1,500	420	1,360	1,500
5012-001-230	Professional/Temp Service	11,400	5,500	4,500	13,000	6,750	9,050	13,000
5012-001-260	Rent of Property & Equipmt	876	863	331	1,200	(100)	-	1,200
5012-001-320	Office/Computer Supplies	7,650	7,704	7,361	9,000	3,389	8,096	9,000
5012-001-350	Tools/Equipment (under \$1,000)	6	100	100	500	-	100	500
5012-001-410	Meeting Expense	-	2,023	-	2,000	-	-	2,000
5012-001-420	Utilities	721	750	638	1,000	235	561	1,000
5012-001-440	Training Expense	1,109	532	120	3,000	135	285	3,000
5012-001-450	Publication and Dues	546	1,718	1,966	2,000	329	1,910	2,000
5012-001-460	Postage	-	30	-	-	-	-	-
5012-001-660	Other Expense	4,876	2,703	2,217	5,635	843	1,850	5,635
TOTAL OTHER EXPENSES		30,433	24,443	19,896	40,695	12,559	24,328	40,695
TOTAL FINANCE		<u>531,202</u>	<u>514,848</u>	<u>541,453</u>	<u>534,092</u>	<u>263,701</u>	<u>531,110</u>	<u>559,644</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
INFORMATION TECHNOLOGY
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>INFORMATION TECHNOLOGY</u>								
<u>PERSONNEL SERVICES</u>								
5012-020-010	Salaries, Regular	164,672	172,765	188,595	164,610	64,730	151,205	175,996
5012-020-090	Benefits	82,407	87,364	95,025	90,908	31,298	75,650	97,629
TOTAL PERSONNEL SERVICES		247,080	260,129	283,620	255,518	96,027	226,855	273,625
<u>OTHER EXPENSES</u>								
5012-020-140	Computer Equipment Maint	149,691	122,903	171,300	190,000	107,669	156,111	190,000
5012-020-190	Other Equipment Maint	4,056	2,366	943	5,000	417	833	5,000
5012-020-220	Printing/Copying	1	-	-	-	-	-	-
5012-020-230	Professional/Temp Service	6,210	-	-	5,000	96	192	5,000
5012-020-320	Office/Computer Supplies	2,453	1,717	968	2,500	509	1,421	2,500
5012-020-350	Tools/Equipment (under \$1,000)	1,321	2,866	4,114	4,500	-	843	4,500
5012-020-410	Meeting Expense	-	-	108	200	-	-	200
5012-020-420	Utilities	412	452	545	600	273	838	600
5012-020-440	Training Expense	190	-	165	3,000	-	3,000	3,000
5012-020-450	Publication and Dues	960	130	130	1,000	130	130	1,000
5012-020-490	Software Costs (under \$1,000)	147	279	292	2,000	-	-	2,000
5012-020-660	Other Expense	14	17	-	200	-	-	200
TOTAL OTHER EXPENSES		165,455	130,730	178,566	214,000	109,094	163,368	214,000
<u>CAPITAL OUTLAY</u>								
5012-020-730	Other Mach/Equip (over \$1,000)	-	6,923	-	-	-	-	-
5012-020-740	Computer Equip (over \$1,000)	13,130	-	8,928	30,000	-	-	30,000
5012-020-750	Computer Software (over \$1,000)	-	-	-	6,000	-	-	6,000
TOTAL CAPITAL OUTLAY		13,130	6,923	8,928	36,000	-	-	36,000
TOTAL INFORMATION SERVICES		<u>425,664</u>	<u>397,782</u>	<u>471,114</u>	<u>505,518</u>	<u>205,121</u>	<u>390,223</u>	<u>523,625</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
GENERAL SERVICES
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>GENERAL SERVICES</u>								
<u>PERSONNEL SERVICES</u>								
5012-050-010	Salaries, Regular	71,135	72,061	76,545	75,389	34,238	68,476	76,638
5012-050-090	Benefits	35,820	36,719	38,742	41,156	18,934	37,868	42,589
TOTAL PERSONNEL SERVICES		106,955	108,781	115,286	116,545	53,172	106,345	119,227
<u>OTHER EXPENSES</u>								
5012-050-120	Building/Grounds Maint	-	-	-	100	-	-	100
5012-050-190	Other Equipment Maint	186	186	201	300	93	186	300
5012-050-220	Printing/Copying	30	68	81	800	30	60	800
5012-050-260	Rent of Property & Equipmt	10,936	10,922	10,524	20,000	3,990	7,980	20,000
5012-050-320	Office/Computer Supplies	3,084	1,954	1,945	7,000	716	2,661	7,000
5012-050-350	Tools/Equipment (under \$1,000)	-	-	-	500	-	500	500
5012-050-410	Meeting Expense	-	-	15	500	-	-	500
5012-050-420	Utilities	68,720	69,744	58,525	71,650	34,614	69,105	71,650
5012-050-440	Training Expense	-	-	-	500	-	-	500
5012-050-450	Publication and Dues	165	165	344	500	344	344	500
5012-050-460	Postage	12,243	18,386	14,457	24,250	8,900	24,210	24,250
5012-050-520	Insurance, Liability	85,307	85,307	85,307	85,307	42,653	85,306	85,307
5012-050-660	Other Expense	-	-	-	6,876	-	-	6,876
TOTAL OTHER EXPENSES		180,671	186,732	171,399	218,283	91,341	190,352	218,283
TOTAL GENERAL SERVICES		<u>287,626</u>	<u>295,513</u>	<u>286,686</u>	<u>334,828</u>	<u>144,513</u>	<u>296,697</u>	<u>337,510</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - FINANCE DEPARTMENT
UTILITY BILLING AND COLLECTIONS
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>UTILITY BILLING & COLLECTION</u>								
<u>PERSONNEL SERVICES</u>								
5012-075-010	Salaries, Regular	220,905	212,625	229,579	203,706	75,778	184,694	215,461
5012-075-020	Salaries, Part-time	24,064	7,813	2,285	5,000	-	-	10,000
5012-075-030	Salaries, Overtime	228	101	-	1,000	88	175	1,000
5012-075-090	Benefits	129,167	129,417	137,400	139,097	47,808	116,654	146,939
TOTAL PERSONNEL SERVICES		374,365	349,956	369,264	348,803	123,674	301,523	373,400
<u>OTHER EXPENSES</u>								
5012-075-140	Computer Equipment Maint	-	744	744	744	372	744	744
5012-075-220	Printing/Copying	7	-	-	100	-	5	100
5012-075-230	Professional/Temp Service	32	32	-	50	64	64	50
5012-075-320	Office/Computer Supplies	183	105	141	500	343	550	500
5012-075-350	Tools/Equipment (under \$1,000)	-	591	-	800	655	732	800
5012-075-410	Meeting Expense	-	-	-	100	-	-	100
5012-075-440	Training Expense	-	160	193	500	137	275	500
5012-075-450	Publication and Dues	860	59	1,193	1,600	59	118	1,600
5012-075-660	Other Expense	32	-	-	100	-	-	20,100
TOTAL OTHER EXPENSES		1,114	1,692	2,270	4,494	1,631	2,488	24,494
TOTAL UTILITY BILLING & COLLECTION		<u>375,479</u>	<u>351,648</u>	<u>371,534</u>	<u>353,297</u>	<u>125,305</u>	<u>304,011</u>	<u>397,894</u>

General Fund
POLICE SERVICES
ANNUAL BUDGET



FY 2021/2022

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
POLICE ADMINISTRATION
FISCAL YEAR 2021/22**

ACCT# ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
POLICE ADMINISTRATION							
<u>PERSONNEL SERVICES</u>							
5020-001-010 Salaries, Regular	4,558,711	5,098,137	5,614,613	5,761,035	2,675,662	5,405,284	5,763,774
5020-001-020 Salaries, Part-time	90,719	79,953	68,837	125,000	12,905	27,374	130,000
5020-001-030 Salaries, Overtime	400,162	410,242	325,256	330,000	171,848	286,515	350,000
5020-001-040 Car Allowance	-	4,400	4,600	4,800	2,400	4,800	4,800
5020-001-090 Benefits	2,810,884	3,146,368	3,363,685	3,620,740	1,557,582	3,364,341	3,396,741
TOTAL PERSONNEL SERVICES	7,860,477	8,739,100	9,376,991	9,841,575	4,420,397	9,088,314	9,645,315
<u>OTHER EXPENSES</u>							
5020-001-110 Vehicle Maintenance	958,329	424,521	381,216	425,000	252,659	445,836	500,000
5020-001-120 Building/Grounds Maint	43,594	27,836	49,856	45,000	15,420	30,840	36,000
5020-001-140 Computer Equip Maint	119,981	129,208	132,312	24,456	11,556	23,112	25,000
5020-001-190 Other Equipment Maint	14,212	11,186	18,511	20,000	6,518	13,037	20,000
5020-001-220 Printing/Copying	5,835	9,843	9,626	9,000	5,218	10,436	11,000
5020-001-230 Professional/Temp Service	201,194	209,113	212,537	230,000	92,969	218,124	230,000
5020-001-260 Rent of Property & Equipmt	14,030	13,093	9,375	12,000	-	-	-
5020-001-320 Office/Computer Supplies	38,440	30,434	27,062	30,000	8,379	19,341	26,000
5020-001-350 Tools & Equipment (under \$1,000)	28,441	19,034	25,732	20,000	11,524	21,419	22,000
5020-001-410 Meeting Expense	1,244	1,749	630	2,000	436	871	2,000
5020-001-420 Utilities	89,775	111,154	112,869	110,000	56,930	127,284	110,000
5020-001-430 Uniform Allowance	30,760	27,610	21,717	20,000	24,823	43,642	20,000
5020-001-440 Training Expense	70,775	78,093	48,705	60,000	20,118	40,236	60,000
5020-001-450 Publication and Dues	14,367	8,907	8,138	9,000	5,171	10,341	10,000
5020-001-460 Postage	5,542	8,635	9,378	9,000	4,732	9,464	9,000
5020-001-470 Range Expense	12,571	15,249	12,575	12,000	5,864	11,729	12,000
5020-001-480 Firearms Expense	13,332	31,238	22,669	20,000	1,626	7,937	24,000
5020-001-490 Investigation Costs	6,554	4,030	8,484	8,000	2,227	4,453	7,000
5020-001-520 Insurance/Liability	114,000	114,000	114,000	114,000	57,000	114,000	114,000
5020-001-660 Other Expense	9,970	15,163	13,429	15,000	4,422	8,845	15,000
5020-001-690 Animal Control	105,299	119,484	105,864	125,000	24,936	49,872	125,000
TOTAL OTHER EXPENSES	1,898,246	1,409,580	1,344,684	1,319,456	612,527	1,210,818	1,378,000
<u>CAPITAL OUTLAY</u>							
5020-001-710 Office Equipment (over \$1,000)	-	2,351	1,027	-	-	-	-
5020-001-720 Automotive Equipment	-	7,053	-	-	-	-	-
5020-001-730 Other Mach/Equip (over \$1,000)	78,707	63,379	60,097	-	-	3,469	-
5020-001-740 Computer Equipment (over \$1,000)	-	-	6,749	6,000	-	3,446	-
TOTAL CAPITAL OUTLAY	78,707	72,782	67,873	6,000	-	6,915	-
TOTAL POLICE ADMINISTRATION	9,837,430	10,221,462	10,789,548	11,167,031	5,032,924	10,306,047	11,023,315

General Fund
FIRE SERVICES
ANNUAL BUDGET



FY 2021/2022

**CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
FIRE DEPARTMENT								
PERSONNEL SERVICES								
5021-001-010	Salaries, Regular	1,885,430	1,859,366	2,078,896	2,418,872	1,079,189	2,158,378	2,249,846
5021-001-020	Salaries, Part-time	113,251	165,052	153,508	153,508	28,759	62,168	155,000
5021-001-030	Salaries, Overtime	52,209	174,736	141,006	150,500	406,214	425,209	170,000
5021-001-090	Benefits	1,248,689	1,263,948	1,256,858	1,382,994	647,872	1,295,744	1,273,269
TOTAL PERSONNEL SERVICES		3,299,579	3,463,103	3,630,268	4,105,874	2,162,034	3,941,500	3,848,115
OTHER EXPENSES								
5021-001-110	Vehicle Maintenance	308,430	340,602	360,569	-	68,836	-	-
5021-001-120	Building/Grounds Maint	7,340	9,132	12,769	8,000	4,361	8,723	9,000
5021-001-140	Computer Equip Maint	25,212	13,825	23,609	20,000	7,927	15,855	20,000
5021-001-190	Other Equipment Maint	24,321	158,209	19,993	-	5,098	-	-
5021-001-220	Printing/Copying	2,678	1,919	1,672	1,600	952	1,904	1,900
5021-001-230	Professional/Temp Service	3,632	3,557	8,699	8,000	10,675	11,238	10,000
5021-001-260	Rent of Property & Equipmt	5,692	5,027	2,887	4,000	306	612	3,000
5021-001-320	Office/Computer Supplies	2,594	1,912	2,678	2,500	1,966	3,933	3,000
5021-001-330	Janitorial Supplies	1,448	2,997	4,162	3,500	1,458	2,917	3,500
5021-001-350	Tools/Equipment (under \$1,000)	18,141	14,785	31,877	20,000	8,122	16,244	22,000
5021-001-410	Meeting Expense	687	4,011	2,343	2,500	1,070	2,140	2,500
5021-001-420	Utilities	44,060	43,848	44,815	45,000	26,461	52,923	52,500
5021-001-430	Uniform Allowance	4,510	6,089	26,466	10,000	8,341	16,682	15,000
5021-001-440	Training Expense	23,643	17,320	24,282	-	9,227	-	-
5021-001-450	Publication and Dues	10,135	9,807	10,943	10,000	1,309	2,617	10,000
5021-001-460	Postage	2,975	3,943	2,532	2,700	1,335	2,670	2,700
5021-001-490	Fireworks	-	-	-	-	29	59	200
5021-001-520	Insurance, Liability	55,442	55,442	55,442	55,450	27,722	55,444	55,450
5021-001-660	Other Expense	8,907	8,323	8,241	8,000	3,715	7,429	8,000
TOTAL OTHER EXPENSES		549,846	700,747	643,980	201,250	188,912	201,389	218,750
CAPITAL OUTLAY								
5021-001-730	Office Equipment (over \$1,000)	-	-	-	-	7,320	3,824	3,000
5021-001-730	Other Mach/Equip (over \$1,000)	78,771	38,411	9,962	-	5,793	9,289	6,000
5021-001-740	Computer Equipment (over \$1,000)	2,575	171	-	-	3,476	3,476	3,000
TOTAL CAPITAL OUTLAY		81,346	38,582	9,962	-	16,589	16,589	12,000
TOTAL FIRE DEPARTMENT		3,930,771	4,202,432	4,284,209	4,307,124	2,367,536	4,159,478	4,078,865

General Fund
COMMUNITY DEVELOPMENT
ANNUAL BUDGET



FY 2021/2022

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PLANNING
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>PLANNING & ZONING</u>								
<u>PERSONNEL SERVICES</u>								
5030-020-010	Salaries, Regular	293,930	284,447	309,519	418,896	177,410	354,820	348,257
5030-020-030	Overtime	-	-	-	-	205	410	-
5030-020-040	Car Allowance	9,600	9,600	9,600	9,600	4,747	9,494	4,800
5030-020-090	Benefits	148,359	140,738	156,352	226,236	94,991	189,982	197,003
TOTAL PERSONNEL SERVICES		451,889	434,786	475,471	654,732	277,353	554,706	550,060
<u>OTHER EXPENSES</u>								
5030-020-140	Computer Equipment Maint	-	-	5,014	2,000	4,864	4,864	2,000
5030-020-190	Other Equipment Maint	2,755	5,368	2,790	2,000	1,395	2,790	2,790
5030-020-210	Advertising	2,486	1,593	3,488	2,000	1,416	2,832	2,000
5030-020-220	Printing/Copying	1,608	1,069	1,817	1,500	882	1,764	1,500
5030-020-230	Professional/Temp Service	51,724	51,302	52,867	67,800	28,549	57,098	94,964
5030-020-260	Rent of Property & Equipmt	5,710	6,901	5,058	3,500	1,435	2,870	3,500
5030-020-320	Office/Computer Supplies	7,425	6,086	4,099	5,000	2,491	4,982	5,000
5030-020-350	Tools/Equipment under \$1000	25	-	348	-	650	650	-
5030-020-410	Meeting Expense	3,025	4,362	3,203	3,000	127	254	3,000
5030-020-420	Utilities	1,909	2,064	2,150	2,000	988	2,199	2,000
5030-020-430	Uniform Allowance	251	-	231	-	477	477	-
5030-020-440	Training Expense	7,836	3,173	1,707	2,000	241	482	2,000
5030-020-450	Publication and Dues	4,806	17,908	13,662	5,000	12,439	14,111	15,000
5030-020-460	Postage	445	587	906	500	436	872	500
5030-020-660	Other Expense	3,199	419	1,655	1,200	3,832	3,839	1,200
TOTAL OTHER EXPENSES		93,203	100,832	98,995	97,500	60,222	100,084	135,454
<u>CAPITAL OUTLAY</u>								
5030-020-710	Office Equipment (over \$1,000)	-	-	-	-	-	-	-
5030-020-730	Other Mach/Equip (over \$1,000)	-	-	2,370	-	-	-	-
5030-020-740	Computer Equipment (over \$1,000)	1,921	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		1,921	-	2,370	-	-	-	-
TOTAL PLANNING & ZONING		547,013	535,618	576,836	752,232	337,575	654,790	685,514

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - ECONOMIC DEVELOPMENT
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>ECONOMIC DEVELOPMENT</u>								
<u>PERSONNEL SERVICES</u>								
5030-025-010	Salaries, Regular	158,552	175,546	242,630	285,202	93,469	181,317	218,037
5030-025-040	Car Allowance	-	4,000	4,800	4,800	1,000	1,000	4,800
5030-025-090	Benefits	77,044	80,530	113,938	152,505	47,819	91,242	117,402
TOTAL PERSONNEL SERVICES		235,596	260,076	361,368	442,507	142,288	273,559	340,239
<u>OTHER EXPENSES</u>								
5030-025-110	Vehicle Maintenance	2,873	2,483	2,373	2,400	1,140	2,280	2,400
5030-025-210	Advertising	995	-	-	-	1,054	2,108	-
5030-025-220	Printing/Copying	111	223	21	100	3	6	100
5030-025-230	Professional/Temp Service	120	125	10,544	-	-	-	40,000
5030-025-320	Office/Computer Supplies	709	957	1,064	500	-	-	500
5030-025-410	Meeting Expense	1,295	5,157	5,364	3,000	-	-	3,000
5030-025-420	Utilities	99	497	500	500	185	449	500
5030-025-430	Uniform Allowance	257	-	139	-	-	-	-
5030-025-440	Training Expense	5,573	42	915	1,000	380	760	1,000
5030-025-450	Publication and Dues	790	7,772	4,482	2,400	2,273	2,927	2,400
5030-025-460	Postage	-	-	45	-	38	76	-
5030-025-490	Special Consumables	30,967	5,451	42,827	35,000	-	-	5,000
5030-025-660	Other Expense	283	250	2,130	2,000	531	1,062	2,000
TOTAL OTHER EXPENSES		44,071	22,956	70,404	46,900	5,604	9,668	56,900
<u>CAPITAL OUTLAY</u>								
5030-025-710	Office Equipment (over \$1,000)	-	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	-	-	-	-	-
TOTAL ECONOMIC DEVELOPMENT		<u>279,666</u>	<u>283,032</u>	<u>431,772</u>	<u>489,407</u>	<u>147,892</u>	<u>283,227</u>	<u>397,139</u>

General Fund
ENGINEERING
ANNUAL BUDGET



FY 2021/2022

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PUBLIC WORKS
ENGINEERING AND BUILDING INSPECTION
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
ENGINEERING & BLDG INSP								
<u>PERSONNEL SERVICES</u>								
5030-010-010	Salaries, Regular	616,119	682,461	868,060	790,351	436,430	861,383	881,731
5030-010-020	Salaries, Part-time	24,691	9,659	-	-	-	-	-
5030-010-030	Salaries, Overtime	48	203	573	-	-	500	500
5030-010-040	Car Allowance	4,800	4,800	8,800	9,600	4,800	9,600	9,600
5030-010-090	Benefits	323,264	355,335	444,995	465,541	238,535	480,771	529,148
TOTAL PERSONNEL SERVICES		968,921	1,052,458	1,322,428	1,265,492	679,765	1,352,254	1,420,979
<u>OTHER EXPENSES</u>								
5030-010-110	Vehicle Maintenance	42,233	46,516	44,830	40,000	18,253	36,506	40,000
5030-010-140	Computer Equipment Maintenance	-	14,334	16,037	30,000	22,508	23,810	25,000
5030-010-190	Other Equipment Maint	30,939	13,365	11,666	14,000	4,108	11,666	14,000
5030-010-220	Printing/Copying	2,673	1,718	2,301	1,500	1,512	3,024	3,000
5030-010-230	Professional/Temp Service	4,511	(3,147)	23,519	8,000	3,173	13,109	12,500
5030-010-260	Rent of Property & Equipmt	7,345	8,425	6,255	9,000	1,500	3,588	8,000
5030-010-320	Office/Computer Supplies	4,615	11,196	3,677	6,000	2,965	5,930	6,000
5030-010-350	Tools/Equipment (under \$1,000)	301	832	959	1,000	257	1,000	1,000
5030-010-410	Meeting Expense	130	1,651	622	1,000	162	324	1,000
5030-010-420	Utilities	6,089	8,166	8,546	9,000	3,929	8,293	9,000
5030-010-430	Uniform Allowance	662	572	1,433	800	259	820	800
5030-010-440	Training Expense	4,354	2,275	3,533	5,000	50	500	5,000
5030-010-450	Publication and Dues	3,691	4,641	9,327	5,000	1,799	5,051	5,000
5030-010-460	Postage	203	151	119	500	68	300	500
5030-010-660	Other Expense	2,970	436	3,691	2,073	478	956	2,073
TOTAL OTHER EXPENSES		110,717	111,133	136,515	132,873	61,021	114,877	132,873
<u>CAPITAL OUTLAY</u>								
5030-010-740	Computer Equipment (over \$1,000)	-	-	-	-	2,513	2,513	-
TOTAL CAPITAL OUTLAY		-	-	-	-	2,513	2,513	-
TOTAL ENGINEERING & BLDG INSP		<u>1,079,638</u>	<u>1,163,590</u>	<u>1,458,943</u>	<u>1,398,365</u>	<u>743,299</u>	<u>1,469,644</u>	<u>1,553,852</u>

General Fund
PUBLIC WORKS
ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

STREET MAINTENANCE

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	30-Jun-21	2021/22 BUDGET
001 5030-030-010	Salaries, Regular	133,948	140,403	171,973	147,840	45,724	147,384	150,820
001 5030-030-030	Salaries, Overtime	1,035	771	301	2,000	114	229	1,500
001 5030-030-090	Benefits	90,200	96,791	109,322	96,793	32,043	102,961	106,287
001 5030-030-110	Vehicle Maintenance	168,812	175,310	199,504	170,000	100,402	188,627	190,000
001 5030-030-120	Building/Grounds Maint	3,634	2,675	4,171	3,500	2,341	4,682	3,000
001 5030-030-190	Other Equipment Maint	13,100	13,309	16,583	13,500	5,936	12,543	13,000
001 5030-030-220	Printing/Copying	17	24	87	100	28	57	100
001 5030-030-230	Professional/Temp Service	550	652	791	600	538	1,076	600
001 5030-030-260	Rent of Property & Equipment	856	852	737	1,000	-	-	1,000
001 5030-030-320	Office/Computer Supplies	63	724	1,274	1,000	592	1,184	1,000
001 5030-030-340	Maint & Repair Materials	12,004	15,475	8,751	10,000	97	5,237	9,000
001 5030-030-350	Tools/Equipment (under \$1,000)	382	1,328	279	500	679	1,914	500
001 5030-030-420	Utilities	4,439	6,041	4,614	5,000	2,021	4,503	4,000
001 5030-030-430	Uniform Allowance	3,471	4,692	2,966	3,000	1,396	3,797	3,000
001 5030-030-440	Training Expense	5,706	1,702	2,439	2,500	-	-	2,000
001 5030-030-450	Publication and Dues	-	-	45	100	113	113	100
001 5030-030-520	Insurance, Liability	30,287	30,287	30,287	30,287	15,143	30,287	30,287
001 5030-030-660	Other Expense	1,457	1,045	1,817	1,000	580	1,161	1,000
001 5030-030-730	Other Mach/Equip (over \$1000)	-	1,608	-	-	-	-	-
TOTAL STREET MAINTENANCE		469,960	493,688	555,941	488,720	207,749	505,755	517,194

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

STREET SIGNALS, SIGNS, STRIPING

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	30-Jun-21	2021/22 BUDGET
001 5030-035-010	Salaries, Regular	44,916	56,718	76,721	88,501	14,173	53,804	57,091
001 5030-035-030	Salaries, Overtime	1,682	1,482	2,269	2,000	921	1,842	2,000
001 5030-035-090	Benefits	24,704	31,103	46,694	44,373	8,838	32,552	40,959
001 5030-035-110	Vehicle Maintenance	14,725	20,320	18,181	17,000	8,026	16,052	17,000
001 5030-035-120	Building/Grounds Maint	-	-	109	-	1,386	1,386	1,500
001 5030-035-190	Other Equipment Maint	-	79	405	500	414	828	1,000
001 5030-035-230	Professional/Temp Service	15,596	21,919	46,719	50,000	5,487	21,614	50,000
001 5030-035-320	Office/Computer Supplies	-	587	86	100	-	-	250
001 5030-035-340	Maint and Repair Materials	97,092	97,794	101,372	105,000	59,971	123,513	110,000
001 5030-035-350	Tools/Equipment (under \$1,000)	834	1,494	316	500	-	275	500
001 5030-035-420	Utilities	34,243	31,033	30,220	32,000	14,602	34,675	35,000
001 5030-035-430	Uniform Allowance	1,350	2,158	1,123	1,500	331	662	1,500
001 5030-035-440	Training Expense	3,498	470	2,751	2,000	-	-	2,000
001 5030-035-450	Publication and Dues	170	-	170	-	-	170	200
001 5030-035-660	Other Expense	1,306	161	238	536	-	-	-
TOTAL STREET SIGNALS, SIGNS, STRIPING		240,115	265,317	327,374	344,010	114,150	287,373	318,999

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

STREET LIGHTING

001 5030-037-010 Salaries, Regular
001 5030-037-090 Benefits
001 5030-037-230 Professional/Temp Service
001 5030-037-340 Maint and Repair Materials
001 5030-037-420 Utilities

TOTAL STREET LIGHTING

ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	30-Jun-21	2021/22 BUDGET
1,561	1,455	1,274	1,922	637	1,274	1,647
650	605	633	976	321	642	905
-	-	-	-	-	-	-
-	-	-	-	-	-	-
499,318	504,521	510,665	510,665	221,224	532,876	535,000
501,529	506,581	512,572	513,563	222,182	534,792	537,551

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

STORM DRAIN MAINTENANCE

		ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	30-Jun-21	2021/22 BUDGET
001 5030-045-010	Salaries, Regular	3,631	15,404	22,826	32,215	7,792	15,584	26,017
001 5030-045-030	Salaries, Overtime	551	4,749	1,809	2,000	292	584	2,000
001 5030-045-090	Benefits	1,922	9,683	13,516	14,000	4,612	9,224	16,145
001 5030-045-110	Vehicle Maintenance	13,394	28,154	18,735	17,000	9,826	19,652	23,313
001 5030-045-120	Building/Ground Maint	-	683	8,524	5,000	-	1,315	4,000
001 5030-045-190	Other Equipment Maint	1,752	4,707	2,720	3,000	2,184	4,368	4,368
001 5030-045-230	Professional/Temp Service	7,069	1,800	-	-	-	-	-
001 5030-045-340	Maint and Repair Materials	9,931	15,753	10,923	10,500	203	2,625	10,500
001 5030-045-350	Tools/Equipment (under \$1,000)	1,107	3,786	595	500	-	-	500
001 5030-045-420	Utilities	2,255	1,887	1,407	1,500	620	1,371	1,500
001 5030-045-440	Training Expense	-	-	375	400	-	-	-
001 5030-045-660	Other Expense	-	804	-	-	671	805	-
001 5030-045-730	Other Mach/Equipment	-	8,837	1,182	1,862	-	-	2,000
TOTAL STORM DRAIN MAINTENANCE		41,612	96,248	82,611	87,977	26,201	55,528	90,344

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

PARKING LOT MAINTENANCE

001 5030-050-010 Salaries, Regular
001 5030-050-090 Benefits
001 5030-050-120 Building/Grounds Maint
001 5030-050-230 Professional/Temp Service
001 5030-050-420 Utilities

TOTAL PARKING LOT MAINTENANCE

ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	30-Jun-21	2021/22 BUDGET
1,547	1,455	1,274	1,922	637	1,274	1,647
643	605	633	976	321	642	905
165	156	302	500	-	-	-
29,829	31,792	31,791	32,000	16,338	33,544	35,000
18,174	22,192	22,971	23,000	11,056	26,733	27,000
50,358	56,200	56,971	58,398	28,352	62,193	64,551

General Fund
PARKS & LEISURE SERVICES
ANNUAL BUDGET



FY 2021/2022

PARKS MAINTENANCE

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
PARK MAINT & OPERATION								
PERSONNEL SERVICES								
5050-005-010	Salaries, Regular	347,370	390,991	440,054	469,160	196,676	393,352	399,517
5050-005-020	Salaries, Part-time	5,437	3,248	12,397	6,500	11,244	26,144	14,550
5050-005-030	Salaries, Overtime	1,272	1,231	1,013	1,800	346	692	1,800
5050-005-040	Car Allowance	4,800	4,800	4,800	4,800	2,400	4,800	4,800
5050-005-090	Benefits	191,789	229,858	230,094	280,797	108,654	228,404	245,116
TOTAL PERSONNEL SERVICES		550,668	630,127	688,358	763,057	319,320	653,393	665,784
OTHER EXPENSES								
5050-005-110	Vehicle Maintenance	130,220	167,186	164,428	134,599	72,258	144,516	134,599
5050-005-120	Building/Grounds Maint	51,756	56,452	75,445	53,480	49,052	92,066	55,480
5050-005-140	Computer Equip Maint	930	744	604	1,030	186	372	1,030
5050-005-190	Other Equipment Maint	17,242	14,366	14,507	14,178	6,364	12,920	12,178
5050-005-220	Printing/Copying	25	42	34	100	15	30	100
5050-005-230	Professional/Temp Service	2,765	1,375	523	1,400	342	897	1,400
5050-005-260	Rent of Property & Equipmt	1,559	1,153	711	1,311	34	69	1,311
5050-005-320	Office/Computer Supplies	3,224	3,993	4,348	3,500	799	1,799	3,500
5050-005-350	Tools/Equipment (under \$1,000)	464	203	213	-	642	1,283	-
5050-005-410	Meeting Expense	-	122	-	150	-	-	150
5050-005-420	Utilities	9,164	8,892	9,859	8,438	5,593	11,561	8,438
5050-005-430	Uniform Allowance	8,806	9,280	10,245	7,600	4,230	9,055	7,600
5050-005-440	Training Expense	120	1,220	225	500	-	-	500
5050-005-450	Publication and Dues	199	199	201	-	-	201	-
5050-005-460	Postage	-	-	44	-	-	-	-
5050-005-520	Insurance, Liability	24,000	24,000	24,000	24,000	12,000	24,000	24,000
5050-005-610	Weed Abatement	-	4,400	26,137	-	-	-	-
5050-005-660	Other Expense	1,575	1,293	1,412	2,117	1,144	2,288	2,117
TOTAL OTHER EXPENSES		252,047	294,920	332,937	252,403	152,657	301,057	252,403
TOTAL PARK MAINT & OPERATION		802,715	925,047	1,021,295	1,015,460	471,977	954,450	918,187

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>LIME STREET PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-006-010	Salaries, Regular	6,586	6,617	4,743	6,000	2,878	5,756	6,220
5050-006-090	Benefits	3,750	3,785	2,811	3,600	1,762	3,523	3,822
TOTAL PERSONNEL SERVICES		10,335	10,402	7,553	9,600	4,640	9,279	10,042
<u>OTHER EXPENSES</u>								
5050-006-120	Building/Grounds Maint	88	289	3,226	300	952	1,728	300
5050-006-190	Other Equipment Maint	-	-	7	-	-	11	-
5050-006-230	Professional/Temp Service	-	-	-	-	218	436	-
5050-006-420	Utilities	1,832	1,421	1,452	1,988	1,376	2,752	1,988
TOTAL OTHER EXPENSES		1,920	1,710	4,685	2,288	2,546	4,927	2,288
TOTAL LIME STREET PARK		<u>12,256</u>	<u>12,112</u>	<u>12,238</u>	<u>11,888</u>	<u>7,186</u>	<u>14,206</u>	<u>12,330</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>LION'S PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-007-010	Salaries, Regular	-	-	-	-	-	-	-
5050-007-090	Benefits	-	-	-	-	-	-	-
TOTAL PERSONNEL SERVICES		-	-	-	-	-	-	-
<u>OTHER EXPENSES</u>								
5050-007-120	Building/Grounds Maint	356	849	5,794	145	826	1,652	145
5050-007-190	Other Equipment Maint	-	-	17	-	-	11	-
5050-007-230	Professional/Temp Service	1,900	1,947	2,210	1,735	940	2,090	1,735
5050-007-420	Utilities	997	1,299	1,606	1,013	833	1,667	1,013
TOTAL OTHER EXPENSES		3,253	4,096	9,627	2,893	2,600	5,420	2,893
TOTAL LION'S PARK		<u>3,253</u>	<u>4,096</u>	<u>9,627</u>	<u>2,893</u>	<u>2,600</u>	<u>5,420</u>	<u>2,893</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>MURRY PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-008-010	Salaries, Regular	49,001	48,007	49,776	50,136	23,388	46,776	47,875
5050-008-020	Salaries, Part-time	6,520	7,457	8,521	7,610	5,207	10,413	14,610
5050-008-030	Salaries, Overtime	372	679	774	375	308	615	375
5050-008-090	Benefits	28,975	26,756	31,276	31,521	15,785	31,570	31,495
TOTAL PERSONNEL SERVICES		84,868	82,898	90,347	89,642	44,687	89,374	94,355
<u>OTHER EXPENSES</u>								
5050-008-120	Building/Grounds Maint	18,271	20,399	34,218	22,000	3,493	7,544	22,000
5050-008-190	Other Equipment Maint	281	1,714	620	-	761	1,522	1,205
5050-008-230	Professional/Temp Service	1,462	-	300	1,205	174	-	-
5050-008-420	Utilities	15,860	21,846	35,822	30,879	25,851	37,679	30,879
5050-008-660	Other Expense	-	26	15	-	-	-	-
TOTAL OTHER EXPENSES		35,874	43,985	70,975	54,084	30,279	46,745	54,084
<u>CAPITAL OUTLAY</u>								
5050-008-730	Other Mach/Equip (over \$1,000)	13,217	2,160	1,758	-	1,259	2,518	-
TOTAL CAPITAL OUTLAY		13,217	2,160	1,758	-	1,259	2,518	-
TOTAL MURRY PARK		<u>133,959</u>	<u>129,043</u>	<u>163,080</u>	<u>143,726</u>	<u>76,226</u>	<u>138,637</u>	<u>148,439</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>NORTH PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-009-010	Salaries, Regular	5,423	4,661	1,589	4,600	655	1,310	1,500
5050-009-090	Benefits	3,035	2,744	935	2,760	401	801	1,000
TOTAL PERSONNEL SERVICES		8,458	7,405	2,524	7,360	1,056	2,111	2,500
<u>OTHER EXPENSES</u>								
5050-009-120	Building/Grounds Maint	230	220	1,067	200	-	100	200
5050-009-190	Other Equipment Maint	-	-	17	-	-	-	-
5050-009-420	Utilities	1,275	1,248	1,148	1,070	495	1,191	1,070
TOTAL OTHER EXPENSES		1,505	1,467	2,232	1,270	495	1,291	1,270
TOTAL NORTH PARK		<u>9,962</u>	<u>8,872</u>	<u>4,756</u>	<u>8,630</u>	<u>1,551</u>	<u>3,402</u>	<u>3,770</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>VETERAN'S PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-010-010	Salaries, Regular	54,044	47,695	53,962	55,984	28,018	56,036	53,792
5050-010-020	Salaries, Part-time	4,288	7,160	8,444	5,973	5,207	10,413	12,973
5050-010-030	Salaries, Overtime	259	377	1,117	745	231	462	745
5050-010-090	Benefits	31,980	27,925	35,841	36,999	19,499	38,998	36,878
TOTAL PERSONNEL SERVICES		90,570	83,157	99,363	99,701	52,954	105,909	104,388
<u>OTHER EXPENSES</u>								
5050-010-120	Building/Grounds Maint	13,423	11,922	18,842	23,900	7,350	14,700	19,900
5050-010-230	Professional/Temp Service	1,527	1,250	1,775	-	450	6,000	-
5050-010-260	Rent of Property & Equipment	1,450	2,490	2,895	2,100	1,821	3,739	2,100
5050-010-420	Utilities	38,691	43,933	60,767	61,150	42,373	61,156	65,150
5050-010-660	Other Expense	-	443	96	-	117	233	-
TOTAL OTHER EXPENSES		55,091	60,038	84,376	87,150	52,110	85,829	87,150
<u>CAPITAL OUTLAY</u>								
5050-010-730	Other Mach/Equipm (over \$1,000)	-	1,908	9,067	-	-	-	-
TOTAL CAPITAL OUTLAY		-	1,908	9,067	-	-	-	-
TOTAL VETERAN'S PARK		<u>145,661</u>	<u>145,104</u>	<u>192,806</u>	<u>186,851</u>	<u>105,065</u>	<u>191,737</u>	<u>191,538</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>ZALUD PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-011-010	Salaries, Regular	46,759	46,286	46,974	49,612	22,856	45,712	48,584
5050-011-020	Salaries, Part-time	3,859	7,160	8,444	5,973	5,207	10,413	12,973
5050-011-030	Salaries, Overtime	561	226	746	425	96	192	425
5050-011-090	Benefits	27,856	27,304	31,508	32,990	16,349	32,699	32,993
TOTAL PERSONNEL SERVICES		79,035	80,976	87,672	89,000	44,508	89,016	94,975
<u>OTHER EXPENSES</u>								
5050-011-120	Building/Grounds Maint	14,931	10,425	15,154	10,542	4,763	9,526	10,542
5050-011-260	Rent of Property & Equipment	-	-	-	-	390	780	-
5050-011-420	Utilities	36,029	37,480	32,032	34,347	23,942	46,567	34,347
5050-011-660	Other Expense	-	26	9	-	-	-	-
TOTAL OTHER EXPENSES		50,961	47,931	47,195	44,889	29,095	56,873	44,889
<u>CAPITAL OUTLAY</u>								
5050-011-730	Other Mach/Equip (over \$1,000)	3,104	-	-	-	-	-	-
TOTAL CAPITAL OUTLAY		3,104	-	-	-	-	-	-
TOTAL ZALUD PARK		<u>133,100</u>	<u>128,908</u>	<u>134,866</u>	<u>133,889</u>	<u>73,603</u>	<u>145,889</u>	<u>139,864</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>MAIN STREET</u>								
<u>PERSONNEL SERVICES</u>								
5050-012-010	Salaries, Regular	683	-	73	500	-	-	500
5050-012-030	Overtime	65	53	-	-	77	154	-
5050-012-090	Benefits	405	22	41	300	39	77	300
TOTAL PERSONNEL SERVICES		1,153	76	114	800	115	231	800
<u>OTHER EXPENSES</u>								
5050-012-120	Building/Grounds Maint	1,316	641	195	2,200	1,442	2,885	2,200
5050-012-230	Professional/Temp Service	20,810	18,754	18,101	21,000	8,288	21,209	21,000
5050-012-420	Utilities	4,811	4,483	4,954	6,500	2,319	4,877	6,500
TOTAL OTHER EXPENSES		26,937	23,877	23,250	29,700	12,049	28,971	29,700
TOTAL MAIN STREET		<u>28,090</u>	<u>23,953</u>	<u>23,364</u>	<u>30,500</u>	<u>12,165</u>	<u>29,202</u>	<u>30,500</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>HAYES FIELD</u>								
<u>PERSONNEL SERVICES</u>								
5050-013-010	Salaries, Regular	9,761	7,157	8,309	9,000	4,271	7,020	9,000
5050-013-030	Salaries, Overtime	213	-	-	-	77	154	-
5050-013-090	Benefits	5,685	4,324	4,978	5,400	2,687	4,385	5,400
TOTAL PERSONNEL SERVICES		15,658	11,480	13,286	14,400	7,035	11,559	14,400
<u>OTHER EXPENSES</u>								
5050-013-120	Building/Grounds Maint	2,036	667	1,327	1,590	947	1,420	1,590
5050-013-190	Other Equipment Maint	-	-	224	-	-	-	-
5050-013-230	Professional/Temp Service	88	950	-	-	-	-	-
5050-013-420	Utilities	20,768	24,838	16,715	16,611	9,470	18,941	16,611
TOTAL OTHER EXPENSES		22,893	26,456	18,267	18,201	10,417	21,434	18,201
TOTAL HAYES FIELD		<u>38,551</u>	<u>37,936</u>	<u>31,554</u>	<u>32,601</u>	<u>17,452</u>	<u>32,993</u>	<u>32,601</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>WEED ABATEMENT</u>								
<u>PERSONNEL SERVICES</u>								
5050-020-010	Salaries, Regular	-	-	-	45,984	155	18,430	46,904
5050-020-020	Salaries, Part-time	-	-	-	10,080	20	4,500	10,080
5050-020-090	Benefits	-	-	-	25,061	106	12,495	32,027
TOTAL PERSONNEL SERVICES		-	-	-	81,125	280	35,425	89,011
<u>OTHER EXPENSES</u>								
5050-020-110	Vehicle Maintenance	-	-	-	5,000	-	2,500	5,000
5050-020-120	Building/Grounds Maint	-	-	-	5,000	83	750	5,000
5050-020-190	Other Equipment Maint	-	-	-	1,000	-	500	1,000
5050-020-350	Tools/Equipment	-	-	-	2,575	2,510	3,953	2,575
5050-020-430	Uniform Allowance	-	-	-	200	-	100	200
5050-020-660	Other Expenses	-	-	-	1,000	-	-	1,000
TOTAL OTHER EXPENSES		-	-	-	14,775	2,593	7,803	14,775
<u>CAPITAL OUTLAY</u>								
5050-020-720	Automotive Equipment	-	-	-	120,000	-	26,787	90,000
5050-020-730	Other Mach/Equip (over \$1,000)	-	-	-	25,400	11,375	110,046	25,400
TOTAL CAPITAL OUTLAY		-	-	-	145,400	11,375	110,046	115,400
TOTAL HAYES FIELD		-	-	-	241,300	14,248	43,228	219,186

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>STREET TREES/PARKWAYS</u>								
<u>PERSONNEL SERVICES</u>								
5050-025-010	Salaries, Regular	2,861	4,013	1,097	3,000	-	-	3,000
5050-025-020	Salaries, Part-time	72	-	-	-	-	-	-
5050-025-030	Salaries, Overtime	468	1,007	123	1,558	-	-	1,558
5050-025-090	Benefits	1,840	2,804	707	1,800	-	-	1,800
TOTAL PERSONNEL SERVICES		5,241	7,824	1,927	6,358	-	-	6,358
<u>OTHER EXPENSES</u>								
5050-025-110	Vehicle Maintenance	39,578	41,595	42,082	42,392	29,377	49,340	42,392
5050-025-120	Building/Grounds Maint	1,138	1,806	832	2,500	251	502	2,500
5050-025-190	Other Equipment Maint	6,627	7,732	9,604	8,850	6,070	10,433	8,850
5050-025-230	Professional/Temp Service	684	633	544	7,390	20	40	7,390
5050-025-350	Tools/Equipment under \$1000	646	120	1,995	-	108	216	-
5050-025-420	Utilities	-	-	-	-	-	-	-
5050-025-430	Uniform Allowance	191	197	227	288	93	228	288
TOTAL OTHER EXPENSES		48,865	52,083	55,286	61,420	35,918	60,759	61,420
TOTAL STREET TREES/PARKWAYS		<u>54,105</u>	<u>59,906</u>	<u>57,213</u>	<u>67,778</u>	<u>35,918</u>	<u>60,759</u>	<u>67,778</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
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<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>BARN THEATRE</u>								
<u>PERSONNEL SERVICES</u>								
5050-031-010	Salaries, Regular	4,227	4,483	3,817	5,000	2,160	3,839	4,000
5050-031-090	Benefits	2,361	2,565	2,238	3,000	1,302	2,294	2,400
TOTAL PERSONNEL SERVICES		6,587	7,048	6,055	8,000	3,462	6,133	6,400
<u>OTHER EXPENSES</u>								
5050-031-120	Building/Grounds Maint	1,754	3,623	11,684	400	20	41	400
5050-031-230	Professional/Temp Service	395	-	-	550	-	-	550
5050-031-420	Utilities	2,761	2,587	2,374	2,915	1,607	3,422	2,915
TOTAL OTHER EXPENSES		4,910	6,209	14,058	3,865	1,627	3,463	3,865
TOTAL BARN THEATRE		<u>11,497</u>	<u>13,257</u>	<u>20,113</u>	<u>11,865</u>	<u>5,089</u>	<u>9,596</u>	<u>10,265</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>MEDIANS</u>								
<u>PERSONNEL SERVICES</u>								
5050-034-010	Salaries, Regular	25,264	14,737	30,017	29,890	15,323	30,646	34,601
5050-034-020	Salaries, Part-time	21,747	21,185	16,504	28,000	-	-	28,000
5050-034-030	Salaries, Overtime	-	75	192	151	-	-	151
5050-034-090	Benefits	32,861	21,907	30,052	19,050	11,124	22,247	26,800
TOTAL PERSONNEL SERVICES		79,871	57,904	76,765	77,091	26,447	52,894	89,552
<u>OTHER EXPENSES</u>								
5050-034-110	Vehicle Maintenance	-	-	5,200	-	-	-	-
5050-034-120	Building/Grounds Maint	1,062	3,946	4,364	2,245	1,581	3,161	2,245
5050-034-190	Other Equipment Maintenance	-	-	201	-	43	87	-
5050-034-230	Professional/Temp Service	2,095	5,107	3,088	3,638	1,369	3,363	3,638
5050-034-340	Maint and Repair Material	-	43	64	-	104	208	-
5050-034-350	Tools/Equipment (under \$1000)	-	1,094	1,538	-	44	87	-
5050-034-420	Utilities	24,383	24,608	23,812	25,282	10,658	24,569	25,282
TOTAL OTHER EXPENSES		27,540	34,798	38,267	31,165	13,799	31,475	31,165
TOTAL MEDIANS		<u>107,411</u>	<u>92,702</u>	<u>115,032</u>	<u>108,256</u>	<u>40,246</u>	<u>84,369</u>	<u>120,717</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
MONUMENT MEDIAN								
<u>PERSONNEL SERVICES</u>								
5050-035-010	Salaries, Regular	-	51	2,049	2,500	-	-	2,500
5050-035-090	Benefits	-	31	1,101	1,500	-	-	1,500
TOTAL PERSONNEL SERVICES		-	82	3,150	4,000	-	-	4,000
<u>OTHER EXPENSES</u>								
5050-035-120	Building/Grounds Maint	-	-	-	-	-	-	-
5050-035-340	Maint and Repair Material	-	-	-	-	-	-	-
5050-035-420	Utilities	-	47	-	-	-	-	-
TOTAL OTHER EXPENSES		-	47	-	-	-	-	-
TOTAL MEDIANS		-	128	3,150	4,000	-	-	4,000

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>SPORTS COMPLEX</u>								
<u>PERSONNEL SERVICES</u>								
5050-036-010	Salaries, Regular	47,348	50,860	55,357	55,984	33,626	67,252	69,846
5050-036-020	Salaries, Part-time	22,519	17,628	14,004	22,000	6,728	13,455	22,000
5050-036-030	Salaries, Overtime	377	302	602	300	-	-	300
5050-036-090	Benefits	33,736	35,699	37,603	35,807	23,614	47,229	47,616
TOTAL PERSONNEL SERVICES		103,980	104,488	107,566	114,091	63,968	127,936	139,762
<u>OTHER EXPENSES</u>								
5050-036-110	Vehicle Maintenance	20,991	23,208	22,437	18,500	9,366	18,733	18,500
5050-036-120	Building/Grounds Maint	20,888	17,896	30,365	14,541	4,870	12,090	14,541
5050-036-130	Turf Maintenance	-	6,415	-	12,744	-	-	12,744
5050-036-190	Other Equipment Maintenance	1,555	3,246	2,961	1,464	1,596	3,192	1,464
5050-036-230	Professional/Temp Services	1,933	3,717	3,312	2,892	1,020	2,807	2,892
5050-036-260	Rent of Property and Equipment	2,568	2,464	2,003	1,798	512	1,024	1,798
5050-036-350	Tools/Equipment (under \$1,000)	-	1,011	3,644	-	2,732	2,740	-
5050-036-420	Utilities	137,231	126,351	128,270	135,213	69,852	139,704	135,213
5050-036-430	Uniform Allowance	270	334	517	223	180	360	223
5050-036-660	Other Expenses	65	-	-	-	-	-	-
TOTAL OTHER EXPENSES		185,500	184,643	193,509	187,375	90,128	180,650	187,375
<u>CAPITAL OUTLAY</u>								
5050-036-730	Other Mach/Equipm (over \$1,000)	-	5,889	-	-	-	-	-
TOTAL CAPITAL OUTLAY		-	5,889	-	-	-	-	-
TOTAL SPORTS COMPLEX		<u>289,480</u>	<u>295,028</u>	<u>301,074</u>	<u>301,466</u>	<u>154,096</u>	<u>308,586</u>	<u>327,137</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>CITY HALL</u>								
<u>PERSONNEL SERVICES</u>								
5050-040-010	Salaries, Regular	25,972	32,215	34,900	35,651	16,229	32,458	38,384
5050-040-020	Salaries, Part-time	1,683	-	-	-	-	-	-
5050-040-030	Salaries, Overtime	927	1,358	1,407	500	573	1,146	500
5050-040-090	Benefits	16,380	20,308	22,730	24,291	10,873	21,746	26,363
TOTAL PERSONNEL SERVICES		44,962	53,881	59,038	60,442	27,675	55,350	65,247
<u>OTHER EXPENSES</u>								
5050-040-120	Building/Grounds Maint	32,454	12,089	27,740	26,000	26,463	33,609	26,000
5050-040-190	Other Equipment Maint		169	616	1,000	1,161	1,741	1,000
5050-040-230	Professional/Temp Service	9,418	10,732	4,444	8,880	2,316	4,632	8,880
5050-040-660	Other Expenses	-	35	-	-	-	-	-
TOTAL OTHER EXPENSES		41,872	23,025	32,799	35,880	29,939	39,982	35,880
<u>CAPITAL OUTLAY</u>								
5050-040-730	Other Mach/Equipm (over \$1,000)	-	-	1,092	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	1,092	-	-	-	-
TOTAL CITY HALL		<u>86,834</u>	<u>76,906</u>	<u>92,929</u>	<u>96,322</u>	<u>57,614</u>	<u>95,332</u>	<u>101,127</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>RAILS TO TRAILS</u>								
<u>PERSONNEL SERVICES</u>								
5050-041-010	Salaries, Regular	12,371	10,613	6,676	7,817	5,589	9,627	9,790
5050-041-090	Benefits	6,996	6,044	3,926	4,982	3,360	5,729	6,033
TOTAL PERSONNEL SERVICES		19,366	16,657	10,602	12,799	8,949	15,356	15,823
<u>OTHER EXPENSES</u>								
5050-041-120	Building/Grounds Maint	1,008	3,788	6,283	4,602	1,016	4,386	4,602
5050-041-420	Utilities	2,602	2,762	3,684	2,268	2,475	5,124	2,268
5050-041-610	Weed Abatement	1,800	8,663	25,506	-	-	-	-
TOTAL OTHER EXPENSES		5,410	15,213	35,473	6,870	3,491	9,510	6,870
TOTAL RAILS TO TRAILS		<u>24,776</u>	<u>31,870</u>	<u>46,075</u>	<u>19,669</u>	<u>12,440</u>	<u>24,866</u>	<u>22,693</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>BURTON BALLFIELD</u>								
<u>PERSONNEL SERVICES</u>								
5050-062-010	Salaries, Regular	-	745	-	-	-	-	-
5050-062-020	Salaries, Part-time	74	-	148	150	-	-	150
5050-062-030	Salaries, Overtime	-	75	76	-	-	-	-
5050-062-090	Benefits	1	439	40	40	-	-	40
TOTAL PERSONNEL SERVICES		75	1,259	264	190	-	-	190
<u>OTHER EXPENSES</u>								
5050-062-120	Building/Grounds Maint	26	16	729	999	-	-	999
5050-062-420	Utilities	11,011	9,400	5,753	8,492	-	-	8,492
TOTAL OTHER EXPENSES		11,037	9,416	6,482	9,491	-	-	9,491
TOTAL BURTON BALLFIELD		<u>11,112</u>	<u>10,675</u>	<u>6,746</u>	<u>9,681</u>	<u>-</u>	<u>-</u>	<u>9,681</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>OHV PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-065-010	Salaries, Regular	-	342	-	-	-	-	-
5050-065-090	Benefits	-	196	-	-	-	-	-
TOTAL PERSONNEL SERVICES		-	537	-	-	-	-	-
<u>OTHER EXPENSES</u>								
5050-065-110	Vehicle Maintenance	32,012	21,776	9,324	22,732	8,065	16,131	25,279
5050-065-120	Building/Grounds Maint	9,009	8,229	9,339	2,050	2,286	7,457	3,100
5050-065-190	Other Equipment Maint	2,671	1,765	86	-	926	1,852	-
5050-065-220	Printing/Copying	-	2	-	-	-	-	-
5050-065-230	Professional/Temp Service	57,016	41,981	35,695	70,896	180	70,320	70,896
5050-065-260	Rent of Property & Equipmt	15,045	18,345	7,013	6,400	9,715	19,430	1,091
5050-065-350	Tools/Equipment (under \$1,000)	-	500	-	-	-	-	-
5050-065-420	Utilities	20,918	15,816	15,250	25,344	11,569	23,137	19,163
5050-065-440	Training Expenses	-	-	636	-	-	-	-
5050-065-560	Insurance Premium	12,072	10,352	4,930	12,000	-	12,000	12,000
5050-065-660	Other Expense	-	384	-	-	-	200	-
TOTAL OTHER EXPENSES		148,743	119,149	82,274	139,422	32,740	150,526	131,529
<u>CAPITAL OUTLAY</u>								
5050-065-730	Other Mach/Equip (over \$1,000)	16,793	-	1,960	71,000	-	-	85,000
TOTAL CAPITAL OUTLAY		16,793	-	1,960	71,000	-	-	85,000
TOTAL OHV PARK		<u>165,537</u>	<u>119,687</u>	<u>84,234</u>	<u>210,422</u>	<u>32,740</u>	<u>150,526</u>	<u>216,529</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22**

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>TULE RIVER PARKWAY</u>								
<u>PERSONNEL SERVICES</u>								
5050-085-010	Salaries, Regular	8,219	17,510	13,653	16,554	3,897	12,883	15,478
5050-085-090	Benefits	4,597	10,130	8,077	10,551	2,391	7,461	9,959
TOTAL PERSONNEL SERVICES		12,816	27,639	21,730	27,105	6,289	20,344	25,437
<u>OTHER EXPENSES</u>								
5050-085-120	Building/Grounds Maint	3,517	42,271	37,602	6,085	2,515	5,029	6,085
5050-085-260	Rent of Property & Equipment	-	207	-	-	-	-	-
5050-085-340	Maint and Repair Material	-	16	-	-	116	233	-
5050-085-350	Tools/Equipment (under \$1,000)	-	76	78	-	13	222	-
5050-085-420	Utilities	4,723	6,555	4,706	5,000	2,350	5,246	5,000
TOTAL OTHER EXPENSES		8,240	49,125	42,386	11,085	4,994	10,730	11,085
TOTAL TULE RIVER PARKWAY		<u>21,055</u>	<u>76,764</u>	<u>64,116</u>	<u>38,190</u>	<u>11,283</u>	<u>31,074</u>	<u>36,522</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>FALLEN HEROES PARK</u>								
<u>PERSONNEL SERVICES</u>								
5050-090-010	Salaries, Regular	21,384	18,274	25,544	22,992	11,492	22,983	26,556
5050-090-020	Salaries, Part-time	-	-	-	1,050	-	-	1,050
5050-090-030	Salaries, Overtime	75	528	153	350	-	-	350
5050-090-090	Benefits	11,979	10,676	15,565	14,654	6,992	13,983	16,598
TOTAL PERSONNEL SERVICES		33,438	29,478	41,262	39,046	18,483	36,966	44,554
<u>OTHER EXPENSES</u>								
5050-090-120	Building/Grounds Maintenance	8,181	7,770	15,513	10,000	2,215	4,430	10,000
5050-090-230	Professional/Temp Service	323	-	-	-	-	-	-
5050-090-420	Utilities	12,629	12,605	12,821	13,240	6,697	13,394	13,240
5050-090-660	Other Expenses	-	26	9	-	-	-	-
TOTAL OTHER EXPENSES		21,133	20,401	28,343	23,240	8,912	17,823	23,240
TOTAL FALLEN HEROES PARK		<u>54,571</u>	<u>49,879</u>	<u>69,606</u>	<u>62,286</u>	<u>27,395</u>	<u>54,789</u>	<u>67,794</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>CENTENNIAL PLAZA</u>								
<u>PERSONNEL SERVICES</u>								
5050-091-010	Salaries, Regular	10,641	10,026	6,030	6,898	3,692	6,495	6,730
5050-091-020	Salaries, Part-time	-	-	182	-	-	-	-
5050-091-030	Salaries, Overtime	302	75	382	325	58	115	-
5050-091-090	Benefits	6,090	5,704	3,744	4,396	2,241	3,899	4,023
TOTAL PERSONNEL SERVICES		17,033	15,805	10,338	11,619	5,991	10,509	10,753
<u>OTHER EXPENSES</u>								
5050-091-120	Building/Grounds Maintenance	239	2,175	9,132	9,450	1,164	2,328	9,450
5050-091-230	Professional/Temporary Service	2,239	5,237	2,062	2,070	1,129	3,067	2,070
5050-091-260	Rent of Property & Equipment	-	-	173	-	-	-	-
5050-091-420	Utilities	1,420	5,305	8,253	10,554	5,314	10,627	10,554
5050-091-660	Other Expenses	-	-	9	-	-	-	-
TOTAL OTHER EXPENSES		3,898	12,717	19,629	22,074	7,607	16,022	22,074
TOTAL CENTENNIAL PLAZA		<u>20,931</u>	<u>28,522</u>	<u>29,967</u>	<u>33,693</u>	<u>13,598</u>	<u>26,531</u>	<u>32,827</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
PARKS
FISCAL YEAR 2021/22

<u>ACCT#</u>	<u>ACCOUNT NAME</u>	<u>FY 2017/18 ACTUAL</u>	<u>FY 2018/19 ACTUAL</u>	<u>FY 2019/20 ACTUAL</u>	<u>FY 2020/21 BUDGET</u>	<u>Y-T-D 31-Dec-20</u>	<u>PROJECTED 30-Jun-21</u>	<u>PROPOSED FY 2021/22 BUDGET</u>
<u>SANTA FE DEPOT</u>								
<u>PERSONNEL SERVICES</u>								
5050-092-010	Salaries, Regular	1,772	3,245	4,055	4,000	2,243	3,927	4,690
5050-092-020	Salaries, Part-time	638	495	4,103	-	1,798	3,327	-
5050-092-090	Benefits	1,007	1,881	3,841	2,400	1,469	2,538	3,018
TOTAL PERSONNEL SERVICES		3,416	5,620	11,999	6,400	5,509	9,792	7,708
<u>OTHER EXPENSES</u>								
5050-092-120	Building/Grounds Maintenance	18	203	303	500	-	-	500
5050-092-230	Professional/Temporary Service	70	-	-	-	-	-	-
5050-092-420	Utilities	3,556	(8,059)	(445)	-	810	1,619	-
5050-092-660	Other Expenses	-	-	178	-	-	-	-
TOTAL OTHER EXPENSES		3,644	(7,856)	36	500	810	1,619	500
TOTAL SANTA FE DEPOT		<u>7,061</u>	<u>(2,236)</u>	<u>12,035</u>	<u>6,900</u>	<u>6,318</u>	<u>11,411</u>	<u>8,208</u>

LEISURE SERVICES

ANNUAL BUDGET



FY 2021/2022

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
LEISURE SERVICES								
PERSONNEL SERVICES								
5050-050-010	Salaries, Regular	170,221	183,363	207,264	186,414	105,199	210,397	202,228
5050-050-020	Salaries, Part-time	1,638	1,447	777	500	-	-	500
5050-050-030	Salaries, Overtime	75	-	-	-	-	-	-
5050-050-090	Benefits	84,359	90,164	97,725	97,568	53,971	107,942	107,955
TOTAL PERSONNEL SERVICES		256,293	274,974	305,766	284,482	159,169	318,339	310,684
OTHER EXPENSES								
5050-050-110	Vehicle Maintenance	9,685	10,087	11,125	9,400	7,442	11,082	11,200
5050-050-120	Building/Grounds Maint	119	7	1,260	-	-	-	-
5050-050-140	Computer Equipment Maint	-	930	7,355	7,400	3,678	4,143	4,165
5050-050-190	Other Equipment Maint	11,220	11,262	8,871	7,750	3,874	7,748	11,200
5050-050-210	Advertising	175	-	415	-	-	-	-
5050-050-220	Printing/Copying	630	712	310	400	52	104	675
5050-050-230	Professional/Temp Services	180	170	564	300	333	667	400
5050-050-260	Rent of Property & Equipmt	4,303	4,322	2,280	2,300	576	1,152	4,300
5050-050-320	Office/Computer Supplies	6,535	5,355	3,757	3,800	1,777	3,555	3,800
5050-050-350	Tools/Equipment (under \$1,000)	-	563	457	-	-	-	-
5050-050-420	Utilities	703	579	626	700	474	948	700
5050-050-430	Uniform Allowance	8	-	-	-	-	-	-
5050-050-440	Training Expense	225	-	-	100	-	-	-
5050-050-450	Publication and Dues	1,088	881	414	500	238	476	900
5050-050-460	Postage	474	558	385	400	342	683	500
5050-050-660	Other Expense	581	410	1,185	500	42	83	500
TOTAL OTHER EXPENSES		35,924	35,835	39,002	33,550	18,828	30,642	38,340
CAPITAL OUTLAY								
5050-050-710	Office Equipment (over \$1000)	-	-	5,344	-	-	-	-
TOTAL CAPITAL OUTLAY		-	-	5,344	-	-	-	-
TOTAL LEISURE SERVICES		292,217	310,809	350,112	318,032	177,997	348,981	349,024

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>LEISURE SVCS SPEC PROGS</u>								
<u>PERSONNEL SERVICES</u>								
5050-055-010	Salaries, Regular	87,437	83,403	87,495	79,524	52,486	104,972	83,028
5050-055-020	Salaries, Part-time	34,751	33,547	24,920	17,000	6,038	12,077	23,000
5050-055-090	Benefits	50,748	50,447	56,327	49,383	32,251	64,503	52,747
TOTAL PERSONNEL SERVICES		172,936	167,397	168,743	145,907	90,776	181,551	158,775
<u>OTHER EXPENSES</u>								
5050-055-140	Computer Equipment Maint	-	-	-	-	3,213	3,298	3,235
5050-055-210	Advertising	653	693	825	2,000	49	98	1,500
5050-055-220	Printing/Copying	968	877	338	600	10	20	800
5050-055-230	Professional/Temp Service	16,755	18,172	13,547	12,000	1,018	2,035	16,500
5050-055-260	Rent of Property & Equipmt	20,428	20,329	6,954	7,000	1,350	2,700	20,000
5050-055-320	Office/Computer Supplies	131	1,034	150	150	-	-	150
5050-055-350	Tools/Equipment (under \$1000)	8,928	4,830	6,825	3,000	1,799	3,598	6,825
5050-055-410	Meeting Expense	1,558	624	340	1,000	65	130	625
5050-055-420	Utilities	262	11	-	-	-	-	-
5050-055-430	Uniform Allowance	33,422	32,318	23,071	15,000	4,105	8,210	32,300
5050-055-440	Training Expense	402	-	250	500	-	-	300
5050-055-460	Postage	57	163	88	100	-	-	100
5050-055-490	Consumables	218	1,326	342	400	14	28	750
5050-055-660	Other Expense	14,235	15,602	11,813	8,000	4,089	5,021	14,000
TOTAL OTHER EXPENSES		98,016	95,978	64,543	49,750	15,711	25,137	97,085
TOTAL LEISURE SVCS SPEC PROGS		<u>270,952</u>	<u>263,375</u>	<u>233,286</u>	<u>195,657</u>	<u>106,486</u>	<u>206,688</u>	<u>255,860</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>REC AFTERSCHOOL PROG-RAP</u>								
<u>PERSONNEL SERVICES</u>								
5050-056-010	Salaries, Regular	5,325	4,690	2,810	5,003	1,090	2,180	4,083
5050-056-020	Salaries, Part-time	101,339	112,678	80,796	56,000	129	129	115,000
5050-056-090	Benefits	7,184	7,323	4,911	5,264	758	1,516	7,140
TOTAL PERSONNEL SERVICES		113,848	124,692	88,517	66,267	1,977	3,825	126,223
<u>OTHER EXPENSES</u>								
5050-056-220	Printing/Copying	328	235	254	225	12	24	250
5050-056-230	Professional/Temp Service	304	307	297	225	16	31	300
5050-056-320	Office/Computer Supplies	18	143	-	75	-	-	75
5050-056-430	Uniform Allowance	320	336	241	175	-	-	330
5050-056-490	Consumables	4,278	4,276	2,858	2,300	-	-	4,275
5050-056-660	Other Expense	2,828	2,748	1,944	2,000	1,023	2,047	2,800
TOTAL OTHER EXPENSES		8,077	8,045	5,593	5,000	1,051	2,102	8,050
TOTAL REC AFTERSCHOOL PROG-RAP		<u>121,925</u>	<u>132,737</u>	<u>94,110</u>	<u>71,267</u>	<u>3,028</u>	<u>5,927</u>	<u>134,273</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>ADVENTURE DAY CAMP</u>								
<u>PERSONNEL SERVICES</u>								
5050-059-010	Salaries, Regular	1,699	1,937	2,134	2,000	1,114	1,354	2,000
5050-059-020	Salaries, Part-time	16,691	16,341	9,765	20,000	10,655	10,655	20,000
5050-059-090	Benefits	1,255	1,392	1,380	1,600	1,408	1,537	1,800
TOTAL PERSONNEL SERVICES		19,645	19,670	13,279	23,600	13,176	13,546	23,800
<u>OTHER EXPENSES</u>								
5050-059-220	Printing/Copying	60	65	31	75	5	9	75
5050-059-230	Professional/Temp Service	-	-	-	-	275	550	-
5050-059-260	Rent of Property & Equipment	85	-	-	150	-	-	150
5050-059-430	Uniform Allowance	100	100	100	100	-	-	100
5050-059-440	Training Expense	-	-	-	100	-	-	100
5050-059-660	Other Expense	1,847	1,851	1,474	2,825	339	678	2,825
TOTAL OTHER EXPENSES		2,092	2,016	1,605	3,250	619	1,237	3,250
TOTAL ADVENTURE DAY CAMP		<u>21,737</u>	<u>21,686</u>	<u>14,884</u>	<u>26,850</u>	<u>13,795</u>	<u>14,783</u>	<u>27,050</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>Y.E.S. GRANT-ELEMENTARY</u>								
<u>PERSONNEL SERVICES</u>								
5050-063-010	Salaries, Regular	49,300	51,441	72,162	68,089	34,186	68,371	70,091
5050-063-020	Salaries, Part-time	1,412,944	1,595,252	1,560,573	1,650,000	581,021	1,162,041	1,961,000
5050-063-030	Salaries, Overtime	164	260	18	-	-	-	-
5050-063-090	Benefits	103,061	105,690	134,946	125,676	57,479	114,959	123,289
TOTAL PERSONNEL SERVICES		1,565,468	1,752,643	1,767,698	1,843,765	672,686	1,345,371	2,154,380
<u>OTHER EXPENSES</u>								
5050-063-220	Printing/Copying	382	219	222	500	84	167	500
5050-063-230	Professional/Temp Service	3,165	2,997	2,426	4,000	1,097	2,193	4,000
5050-063-660	Other Expense	299	188	362	500	18	36	500
TOTAL OTHER EXPENSES		3,846	3,404	3,009	5,000	1,198	2,397	5,000
TOTAL Y.E.S. GRANT-ELEMENTARY		<u>1,569,314</u>	<u>1,756,047</u>	<u>1,770,708</u>	<u>1,848,765</u>	<u>673,884</u>	<u>1,347,768</u>	<u>2,159,380</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>Y.E.S. GRANT-JR HIGH</u>								
<u>PERSONNEL SERVICES</u>								
5050-064-010	Salaries, Regular	12,920	12,438	15,343	19,926	7,986	15,973	20,657
5050-064-020	Salaries, Part-time	262,734	269,199	270,438	300,000	91,779	183,559	284,000
5050-064-030	Salaries, Overtime	-	9	-	-	-	-	-
5050-064-090	Benefits	18,550	20,143	20,961	24,643	7,015	14,029	24,496
TOTAL PERSONNEL SERVICES		294,204	301,788	306,742	344,569	106,781	213,561	329,152
<u>OTHER EXPENSES</u>								
5050-064-230	Professional/Temp Service	375	463	432	1,000	85	169	1,000
5050-064-660	Other Expense	113	241	34	200	-	-	200
TOTAL OTHER EXPENSES		487	704	467	1,200	85	169	1,200

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LEISURE ACTIVITIES
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>TINY TOTS</u>								
<u>PERSONNEL SERVICES</u>								
5050-068-020	Salaries, Part-time	18,846	19,917	7,841	-	-	-	21,000
5050-068-090	Benefits	4,340	4,768	2,034	-	-	-	5,019
TOTAL PERSONNEL SERVICES		23,186	24,686	9,876	-	-	-	26,019
<u>OTHER EXPENSES</u>								
5050-068-660	Other Expense	675	1,017	317	-	-	-	1,000
TOTAL OTHER EXPENSES		675	1,017	317	-	-	-	1,000
TOTAL TINY TOTS		<u>23,860</u>	<u>25,703</u>	<u>10,193</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>27,019</u>

SWIMMING POOL

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
SWIMMING POOL
FISCAL YEAR 2021/22

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>SWIMMING POOL</u>								
<u>PERSONNEL SERVICES</u>								
5050-060-010	Salaries, Regular	297	-	25	1,000	-	-	1,000
5050-060-020	Salaries, Part-time	93,374	99,263	79,233	110,000	51,155	65,000	110,000
5050-060-030	Salaries, Overtime	180	-	72	300	-	-	300
5050-060-090	Benefits	3,557	3,702	2,936	3,800	2,091	4,183	5,000
TOTAL PERSONNEL SERVICES		97,408	102,965	82,266	115,100	53,246	69,183	116,300
<u>OTHER EXPENSES</u>								
5050-060-120	Building/Grounds Maint	28,788	32,018	20,147	25,775	5,733	11,465	30,000
5050-060-190	Other Equipment Maint	-	127	123	-	-	-	-
5050-060-220	Printing/Copying	157	223	79	100	-	-	200
5050-060-230	Professional/Temp Service	14,767	1,792	4,121	2,000	141	283	2,000
5050-060-260	Rent of Property & Equipmt	-	-	-	-	120	240	-
5050-060-350	Tools/Equipment (under \$1,000)	320	27	159	-	-	-	-
5050-060-420	Utilities	19,524	22,146	18,966	19,000	10,553	21,106	21,000
5050-060-430	Uniform Allowance	546	627	638	650	-	-	750
5050-060-520	Insurance, Liability	2,700	2,700	2,700	2,700	1,350	2,700	2,700
5050-060-660	Other Expense	1,221	1,096	666	1,000	15	29	1,000
TOTAL OTHER EXPENSES		68,023	60,758	47,600	51,225	17,911	35,823	57,650
<u>CAPITAL OUTLAY</u>								
5050-060-730	Other Mach/Equip (over \$1,000)	-	-	-	-	3,124	3,124	-
TOTAL CAPITAL OUTLAY		-	-	-	-	3,124	3,124	-
TOTAL SWIMMING POOL		<u>165,431</u>	<u>163,723</u>	<u>129,866</u>	<u>166,325</u>	<u>74,282</u>	<u>105,006</u>	<u>173,950</u>

LIBRARY

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
LIBRARY
FISCAL YEAR 2021/22

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
LIBRARY								
PERSONNEL SERVICES								
5050-080-010	Salaries, Regular	384,856	388,694	407,750	403,074	186,714	373,428	394,602
5050-080-020	Salaries, Part-time	-	322	231	-	-	-	-
5050-080-030	Salaries, Overtime	833	1,018	688	-	-	-	-
5050-080-090	Benefits	212,487	216,394	231,276	239,489	106,764	213,528	244,399
TOTAL PERSONNEL SERVICES		598,176	606,428	639,945	642,563	293,478	586,956	639,001
OTHER EXPENSES								
5050-080-120	Building/Grounds Maint	4,794	5,414	3,314	5,000	151	303	4,000
5050-080-140	Computer Maintenance	-	3,342	2,691	4,000	186	372	3,000
5050-080-190	Other Equipment Maint	2,564	1,172	407	-	15	29	2,000
5050-080-210	Advertising	4,782	5,373	3,508	4,500	1,167	2,333	4,500
5050-080-220	Printing/Copying	2,979	3,338	2,719	3,500	-	-	4,000
5050-080-230	Professional/Temp Service	7,339	3,868	1,837	3,000	670	1,340	3,500
5050-080-260	Rent of Property & Equipmt	5,415	5,068	2,834	5,000	-	-	5,000
5050-080-320	Office/Computer Supplies	5,218	6,970	4,350	6,000	910	1,820	6,000
5050-080-330	Janitorial Supplies	1,144	1,171	726	2,000	-	-	2,000
5050-080-350	Tools/Equipment (under \$1000)	1,520	273	259	2,000	15	30	2,000
5050-080-360	Library Books	62,074	50,499	32,044	50,000	(19)	(19)	50,000
5050-080-410	Meeting Expense	1,224	1,476	730	1,150	-	-	1,000
5050-080-420	Utilities	28,151	27,246	23,848	20,000	1,087	2,174	25,000
5050-080-430	Uniform Allowance	698	484	24	200	-	-	200
5050-080-440	Training Expense	1,644	961	795	2,500	-	-	3,000
5050-080-450	Publication and Dues	25,834	28,832	1,156	50,000	665	1,330	43,550
5050-080-460	Postage	77	96	58	100	20	41	200
5050-080-490	Donations	1,099	3,000	2,308	-	-	-	-
5050-080-520	Insurance, Liability	11,500	11,500	11,500	11,500	5,752	11,504	11,500
5050-080-660	Other Expense	1,955	1,663	1,233	2,000	145	290	2,000
TOTAL OTHER EXPENSES		170,011	161,744	96,344	172,450	10,764	21,547	172,450
CAPITAL OUTLAY								
5050-080-730	Other Mach/Equipment (over \$1,000)	-	-	-	-	28,360	54,000	-
TOTAL CAPITAL OUTLAY		-	-	-	-	28,360	54,000	-
TOTAL LIBRARY		768,188	768,172	736,289	815,013	332,602	662,503	811,451

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
SPECIAL GRANTS
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>CA LIBR LITERACY GRANT</u>								
<u>PERSONNEL SERVICES</u>								
5060-020-010	Salaries, Regular	11,427	11,511	10,007	11,700	6,419	12,837	12,947
5060-020-090	Benefits	6,194	6,273	5,684	6,300	3,760	7,521	7,748
TOTAL PERSONNEL SERVICES		17,622	17,784	15,691	18,000	10,179	20,358	20,695
<u>OTHER EXPENSES</u>								
5060-020-320	Office/Computer Supplies	-	-	-	-	-	-	-
5060-020-450	Publication and Dues	-	-	5,837	6,855	-	2,012	4,080
5060-020-660	Other Expense	7,011	1,152	378	-	-	-	-
TOTAL OTHER EXPENSES		7,011	1,152	6,215	6,855	-	2,012	4,080
TOTAL CA LIBR LITERACY GRANT		<u>24,633</u>	<u>18,936</u>	<u>21,906</u>	<u>24,855</u>	<u>10,179</u>	<u>22,370</u>	<u>24,775</u>

YOUTH CENTER

ANNUAL BUDGET



FY 2021/2022

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PARKS AND LEISURE SERVICES
YOUTH CENTER
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>YOUTH CENTER</u>								
<u>PERSONNEL SERVICES</u>								
5050-095-010	Salaries, Regular	35,516	42,198	34,456	45,350	-	-	44,477
5050-095-020	Salaries, Part-time	33,143	37,013	30,867	38,077	-	-	27,644
5050-095-090	Benefits	20,938	26,566	32,355	27,448	-	-	27,879
TOTAL PERSONNEL SERVICES		89,597	105,776	97,678	110,875	-	-	100,000
<u>OTHER EXPENSES</u>								
5050-095-120	Building/ground Maintenance	-	-	-	-	-	-	-
5050-095-220	Printing/Copying	11	6	0	-	-	-	-
5050-095-230	Professional/Temp Service	31	3	1	-	-	-	-
5050-095-450	Publication and Dues	-	-	-	-	-	-	-
5050-095-660	Other Expense	161	19	-	-	-	-	-
TOTAL OTHER EXPENSES		203	28	1	-	-	-	-
TOTAL YOUTH CENTER		<u>89,800</u>	<u>105,804</u>	<u>97,679</u>	<u>110,875</u>	<u>-</u>	<u>-</u>	<u>100,000</u>

MEASURE H

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
MEASURE H
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	2021/22 BUDGET
PUBLIC SAFETY SALES TAX FUND								
004 4210	Transfers from Other Funds	-		5,536	-	-	-	
004 4220	Transfer to Other Funds	-		-	(160,983)	(47,694)	(95,388.04)	
004 4011	Sales Tax - Measure H	3,653,853	3,840,114	4,035,590	3,600,000	1,506,514	4,187,659	4,423,052
004 4601	Interest on Investments	10,777	16,069	20,358	5,000	8,590	14,784	10,000
004 4811	Police Services	4,622	2,625	533	1,000	-	-	1,000
004 4994	Contributions	-	7,600	1,250	-	-	-	-
004 4999	Other Revenue	-	151,023	-	-	-	-	-
TOTAL REVENUE		3,669,252	4,017,431	4,057,731	3,606,000	1,515,104	4,202,443	4,434,052

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
MEASURE H
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
POLICE OPERATION								
PERSONNEL SERVICES								
5020-005-010	Salaries, Regular	802,396	879,900	855,209	939,359	442,727	913,661	938,570
5020-005-020	Salaries, Part-time	-	93	-	20,000	2,742	5,484	20,000
5020-005-030	Salaries, Overtime	90,069	67,303	59,064	85,000	42,683	52,838	85,000
5020-005-090	Benefits	494,461	540,922	503,144	537,857	229,245	514,173	516,051
TOTAL PERSONNEL SERVICES		1,386,926	1,488,217	1,417,417	1,582,216	717,396	1,486,156	1,559,621
OTHER OPERATING COSTS								
5020-005-110	Vehicle Maintenance	123,171	128,261	121,151	135,000	71,196	133,514	140,000
5020-005-120	Building/Grounds Maint	66	339	2,001	3,000	751	1,502	6,000
5020-005-140	Computer Equipment Maintenance	17,246	9,377	9,088	15,000	864	2,895	4,200
5020-005-190	Other Equipment Maint	-	-	429	2,000	147	441	3,300
5020-005-220	Printing/Copying	1,346	2,777	3,878	4,000	1,465	4,207	3,000
5020-005-230	Professional/Temp Service	21,844	24,518	29,923	40,000	16,674	41,458	50,000
5020-005-260	Rent of Property & Equipment	3,654	3,161	1,473	4,000	10,000	10,000	22,000
5020-005-320	Office/Computer Supplies	1,613	-	1,695	3,000	1,197	2,394	4,300
5020-005-350	Tools/Equipment (under \$1,000)	257	2,682	3,608	4,000	2,183	4,367	5,000
5020-005-410	Meeting Expense	-	-	-	-	19	39	-
5020-005-420	Utilities	3,673	5,951	6,771	8,000	3,317	7,816	8,000
5020-005-430	Uniform Allowance	2,623	5,778	2,324	4,000	5,595	11,190	4,000
5020-005-440	Training Expense	9,613	10,810	8,018	10,000	4,548	9,096	12,000
5020-005-450	Publications & Dues	325	862	500	600	285	569	1,000
5020-005-460	Postage	-	-	-	1,000	-	-	1,000
5020-005-470	Range Expense	-	-	509	1,000	774	1,548	1,000
5020-005-480	Firearms Expense	2,000	194	953	3,000	324	1,560	4,500
5020-005-490	Investigation Costs	-	51	25	1,000	-	-	1,000
5020-005-660	Other Expense	465	16	451	4,000	305	610	4,000
TOTAL OTHER EXPENSES		187,897	194,776	192,798	242,600	119,645	233,205	274,300
CAPITAL OUTLAY								
5020-005-720	Automotive Equipment	-	-	-	-	-	97,849	-
5020-005-730	Other Mach/Equip (over \$1,000)	20,976	13,665	11,050	20,000	-	588	40,000
5020-005-740	Computer Equipment (over \$1,000)	-	-	-	1,000	-	-	-
TOTAL CAPITAL OUTLAY		20,976	13,665	11,050	21,000	-	98,437	40,000
TOTAL MEASURE H POLICE		1,595,799	1,696,658	1,621,265	1,845,816	837,041	1,817,798	1,873,921

**CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
MEASURE H
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
FIRE DEPARTMENT								
<u>PERSONNEL SERVICES</u>								
5021-001-010	Salaries, Regular	811,125	828,447	938,804	886,310	409,924	830,618	888,892
5021-001-020	Salaries, Part-time	11,340	11,820	6,720	13,000	-	-	13,000
5021-001-030	Salaries, Overtime	62,724	59,607	123,473	80,000	181,309	238,225	80,000
5021-001-090	Benefits	512,092	548,032	582,924	570,314	269,455	571,273	541,222
TOTAL PERSONNEL SERVICES		1,397,282	1,447,907	1,651,921	1,549,624	860,688	1,640,116	1,523,114
<u>OTHER OPERATING COSTS</u>								
5021-001-110	Vehicle Maintenance	23,888	23,535	23,543	23,543	10,829	21,659	25,000
5021-001-120	Building/Grounds Maintenance	581	4,690	8,038	4,500	2,013	5,877	5,000
5021-001-140	Computer Equipment Maintenance	3,400	4,648	8,523	8,000	2,179	4,359	8,000
5021-001-190	Other Equipment Maintenance	1,112	5,159	10,147	10,000	4,181	8,363	10,000
5021-001-220	Printing/Copying	302	145	439	500	224	717	1,000
5021-001-230	Professional/Temp Service	614	614	-	-	-	-	-
5021-001-260	Rent of Property & Equipment	3,188	2,696	1,071	2,000	-	-	-
5021-001-320	Office/Computer Supplies	836	359	1,250	1,250	506	1,837	2,000
5021-001-330	Janitorial Supplies	260	732	347	1,300	551	1,102	1,500
5021-001-350	Tools/Equipment (under \$1,000)	901	4,490	7,694	5,500	575	1,518	5,000
5021-001-410	Meeting Expense	-	-	225	300	-	-	-
5021-001-420	Utilities	2,354	2,871	3,699	3,699	4,293	9,353	5,000
5021-001-430	Uniform Allowance	277	412	1,197	2,000	-	25	2,000
5021-001-440	Training Expense	2,971	2,365	4,188	10,000	991	1,983	20,000
5021-001-450	Publications & Dues	235	657	3,045	1,500	454	908	1,500
5021-001-660	Other Expenses	2,765	1,093	2,134	3,000	188	789	3,000
TOTAL OTHER EXPENSES		43,682	54,467	75,538	77,092	26,985	58,488	89,000
<u>CAPITAL OUTLAY</u>								
5021-001-730	Other Mach/Equip (over \$1,000)	28,985	1,645	5,611	-	-	-	-
TOTAL CAPITAL OUTLAY		28,985	1,645	5,611	-	-	-	-
TOTAL MEASURE H FIRE DEPARTMENT		<u>1,469,949</u>	<u>1,504,019</u>	<u>1,733,070</u>	<u>1,626,716</u>	<u>887,674</u>	<u>1,698,604</u>	<u>1,612,114</u>

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - PUBLIC SAFETY STATION
MEASURE H
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>PUBLIC SAFETY STATION</u>								
<u>OTHER EXPENSES</u>								
5022-000-120	Building/Grounds Maintenance	635	4,589	636	2,000	265	642	2,000
5022-000-420	Utilities	32,658	33,899	37,804	38,000	19,631	40,870	42,000
5022-000-520	Insurance, Liability	-	-	-	-	-	-	114,000
TOTAL OTHER EXPENSES		33,293	- 38,488	38,440	40,000	19,896	41,512	158,000
TOTAL PUBLIC SAFETY STATION		<u>33,293</u>	<u>38,488</u>	<u>38,440</u>	<u>40,000</u>	<u>19,896</u>	<u>41,512</u>	<u>158,000</u>

CITY OF PORTERVILLE
BUDGET WORKSHEETS - LIBRARY & LITERACY
MEASURE H
FISCAL YEAR 2021/22

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROPOSED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
LIBRARY & LITERACY - MEASURE H								
PERSONNEL SERVICES								
5050-080-010	Salaries, Regular	133,197	136,258	137,546	142,469	64,487	131,656	141,064
5050-080-020	Salaries, Part-time	118,135	123,087	82,694	64,500	-	2,151	116,000
5050-080-090	Benefits	89,207	90,360	91,475	92,706	40,799	81,528	99,715
TOTAL PERSONNEL SERVICES		340,540	349,705	311,716	299,675	105,286	215,335	356,778
OTHER OPERATING COSTS								
5050-080-110	Vehicle Maintenance	-	-	-	-	-	-	5,000
5050-080-120	Building and Grounds Maintenance	42	734	-	1,000	-	-	1,000
5050-080-140	Computer Maintenance	-	95	3,445	3,000	-	2,575	3,000
5050-080-190	Other Equipment Maintenance	3,301	478	275	4,000	-	45	4,000
5050-080-210	Advertising	6,955	9,311	3,908	6,000	1,567	3,133	4,000
5050-080-220	Printing/Copying	4,221	2,402	1,117	4,000	396	792	4,000
5050-080-230	Professional/Temp Service	6,461	7,734	6,854	8,500	3,003	6,006	6,721
5050-080-260	Rent of Property & Equipment	1,458	2,729	345	5,000	-	-	2,000
5050-080-320	Office/Computer Supplies	7,741	8,862	2,317	8,000	764	1,528	8,000
5050-080-350	Tools/Equipment (under \$1,000)	4,340	4,934	2,831	5,000	336	673	6,000
5050-080-360	Library Books	52,271	51,102	48,089	50,000	886	8,315	50,000
5050-080-410	Meeting Expense	109	453	15	1,500	-	-	2,000
5050-080-420	Utilities	20,352	19,761	18,296	30,000	4,462	8,923	30,000
5050-080-440	Training Expense	1,329	682	4,897	4,000	(30)	250	4,000
5050-080-450	Publication and Dues	13,099	6,779	18,897	20,000	16,328	20,963	40,000
5050-080-490	Consummables	20,845	18,996	4,314	18,000	232	952	20,000
5050-080-520	Insurance/Liability	4,600	4,600	4,600	4,600	2,302	4,604	4,600
5050-080-660	Other Expense	15,662	19,379	9,295	10,000	980	4,805	16,000
TOTAL OTHER EXPENSES		162,785	159,030	129,496	182,600	31,226	63,564	210,321
CAPITAL OUTLAY								
5050-080-710	Office Equipment (over \$1000)	14,510	11,732	4,607	20,000	-	-	15,000
5050-080-740	Computer Equipment (over \$1000)	-	-	-	22,725	-	-	15,000
TOTAL CAPITAL OUTLAY		14,510	11,732	4,607	42,725	-	-	30,000
TOTAL LIBRARY & LITERACY - MEASURE H		517,834	520,467	445,819	525,000	136,512	278,899	597,099

MEASURE I

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEET
MEASURE I
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	2021/22 BUDGET
MEASURE I SALES TAX FUND								
005 4210	Transfer from Other Funds	-	-	-	2,000,000	-	-	
005 4220	Transfer to Other Funds	-	(32,298)	(87,068)	(5,011,038)	(927,721)	(1,372,533)	(5,925,490)
005 4011	Sales Tax - Measure I	-	1,844,231	7,840,516	7,000,000	3,076,619	8,375,318	8,846,104
005 4601	Interest on Investments	-	1,068	76,395	30,000	56,630	96,712	75,000
005 4811	Police Services	-	-	1,925	2,000	-	-	2,000
TOTAL REVENUE		-	1,845,299	7,918,835	7,032,000	3,133,249	8,472,030	8,923,104

**CITY OF PORTERVILLE
BUDGET WORKSHEETS - POLICE DEPARTMENT
MEASURE I
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
POLICE OPERATION								
PERSONNEL SERVICES								
5020-001-010	Salaries, Regular	-	21,187	727,655	1,295,882	606,226	1,354,840	1,383,956
5020-001-030	Salaries, Overtime	-	495	26,988	45,000	30,706	61,411	80,000
5020-001-090	Benefits	-	6,906	354,702	668,795	262,527	635,934	684,862
TOTAL PERSONNEL SERVICES		-	28,587	1,109,345	2,009,677	899,459	2,052,185	2,148,818
OTHER OPERATING COSTS								
5020-001-110	Vehicle Maintenance	-	-	31,744	535,000	40,152	480,303	540,000
5020-001-120	Building/Grounds Maint	-	-	838	2,000	504	1,224	8,000
5020-001-140	Computer Equipment Maintenance	-	372	14,672	20,000	3,659	7,318	10,000
5020-001-190	Other Equipment Maint	-	-	971	3,000	424	5,885	4,500
5020-001-220	Printing/Copying	-	-	297	1,000	1,111	2,987	3,000
5020-001-230	Professional/Temp Service	-	226	31,293	45,000	32,896	74,071	75,000
5020-001-260	Rent of Property & Equipment	-	-	-	145,544	145,544	145,544	150,000
5020-001-320	Office/Computer Supplies	-	159	2,685	4,000	2,338	4,677	5,800
5020-001-350	Tools/Equipment (under \$1,000)	-	2,612	5,209	6,000	4,790	6,259	8,000
5020-001-410	Meeting Expense	-	-	-	-	10	21	-
5020-001-420	Utilities	-	-	716	4,000	363	1,686	12,000
5020-001-430	Uniform Allowance	-	4,627	35,551	30,000	13,843	27,687	20,000
5020-001-440	Training Expense	-	-	7,918	15,000	6,579	13,157	25,000
5020-001-450	Publications & Dues	-	-	977	1,000	975	1,068	3,000
5020-001-460	Postage	-	-	-	1,000	-	-	1,000
5020-001-470	Range Expense	-	-	1,563	2,000	1,191	2,382	4,800
5020-001-480	Firearms Expense	-	-	3,374	4,000	5,263	18,870	7,000
5020-001-490	Investigation Costs	-	-	34	1,000	-	-	2,000
5020-001-660	Other Expense	-	-	34	15,000	122	300	15,000
TOTAL OTHER EXPENSES		-	7,996	137,874	834,544	259,763	793,439	894,100
CAPITAL OUTLAY								
5020-001-720	Automotive Equip (over \$1,000)	-	-	381,201	400,000	-	308,084	-
5020-001-730	Other Mach/Equip (over \$1,000)	-	-	39,218	110,000	119,398	144,365	222,000
5020-001-740	Computer Equipment (over \$1,000)	-	-	-	1,000	-	-	-
TOTAL CAPITAL OUTLAY		-	-	420,419	511,000	119,398	452,449	222,000
TOTAL MEASURE I POLICE		-	36,583	1,667,639	3,355,221	1,278,621	3,298,073	3,264,918

**CITY OF PORTERVILLE
BUDGET WORKSHEET - FIRE DEPARTMENT
MEASURE I
FISCAL YEAR 2021/22**

ACCT#	ACCOUNT NAME	FY 2017/18 ACTUAL	FY 2018/19 ACTUAL	FY 2019/20 ACTUAL	FY 2020/21 BUDGET	Y-T-D 31-Dec-20	PROJECTED 30-Jun-21	PROPOSED FY 2021/22 BUDGET
<u>FIRE DEPARTMENT</u>								
<u>PERSONNEL SERVICES</u>								
5021-001-010	Salaries, Regular	-	39,677	294,338	302,208	141,693	296,734	414,680
5021-001-030	Salaries, Overtime	-	-	30,788	30,000	56,882	28,201	55,000
5021-001-090	Benefits	-	15,166	162,693	177,758	84,625	173,357	218,817
TOTAL PERSONNEL SERVICES		-	54,843	487,819	509,966	283,200	498,292	688,497
<u>OTHER OPERATING COSTS</u>								
5021-001-110	Vehicle Maintenance	-	261	-	360,569	120,360	332,847	360,559
5021-001-120	Building/Grounds Maintenance	-	9,132	12,769	8,000	4,361	8,722	9,000
5021-001-140	Computer Equipment Maintenance	-	-	1,306	3,000	2,196	11,495	3,000
5021-001-190	Other Equipment Maintenance	-	-	470	31,500	1,394	17,007	31,000
5021-001-320	Office/Computer Supplies	-	465	103	1,000	887	3,744	2,500
5021-001-350	Tools/Equipment (under \$1,000)	-	2,765	1,078	2,000	52	15,968	3,000
5021-001-410	Meeting Expense	-	-	966	1,000	-	351	1,000
5021-001-420	Utilities	-	-	623	500	451	2,196	1,500
5021-001-430	Uniform Allowance	-	1,542	2,751	3,000	883	4,824	3,500
5021-001-440	Training Expense	-	-	5,617	75,000	888	20,264	145,000
5021-001-450	Publications & Dues	-	-	2,505	2,000	7,584	7,843	-
5021-001-660	Other Expenses	-	-	222	1,000	544	3,384	2,000
TOTAL OTHER EXPENSES		-	14,164	28,410	488,569	139,599	428,645	562,059
<u>CAPITAL OUTLAY</u>								
5021-001-720	Automotive Equipment	-	-	-	-	-	-	50,000
5021-001-730	Other Mach/Equip (over \$1,000)	-	4,983	2,090	-	-	8,993	30,000
TOTAL CAPITAL OUTLAY		-	4,983	2,090	-	-	8,993	80,000
TOTAL MEASURE I FIRE DEPARTMENT		-	73,991	518,319	998,535	422,799	935,930	1,330,556

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEET
MEASURE I
FISCAL YEAR 2021/22

STREET MAINTENANCE

005 5030-030-010	Salaries, Regular
005 5030-030-090	Benefits
005 5030-030-110	Vehicle Maintenance
005 5030-030-190	Other Equipment Maint
005 5030-030-340	Maint & Repair Materials
005 5030-030-350	Tools/Equipment (under \$1,000)
005 5030-030-430	Uniform Allowance
005 5030-030-440	Training Expense
005 5030-030-720	Automotive Equipment

TOTAL STREET MAINTENANCE

ACTUAL			BUDGET	ACTUAL	PROJECTED	PROPOSED
FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	30-Jun-21	2021/22 BUDGET
-	-	-	110,844	3,464	38,825	118,608
-	-	-	86,028	1,159	22,048	92,802
-	-	-	15,000	-	-	10,000
-	-	-	10,000	-	-	7,000
-	-	-	5,000	-	500	3,000
-	-	-	2,000	-	500	2,000
-	-	-	2,100	-	500	2,000
-	-	-	10,000	-	-	5,000
-	-	-	55,000	-	-	55,000
-	-	-	295,972	4,623	62,373	295,410

ZALUD ESTATE

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
ZALUD HOUSE FUND								
018 4210	Transfers from Other Funds	10,000	10,000	10,000	10,000	-	10,000	10,000
TOTAL TRANSFERS		10,000	10,000	10,000	10,000	-	10,000	10,000
018 4601	Interest on Investments	961	1,115	941	800	325	546	500
018 4833	Zalud House - Rental	3,591	1,893	1,332	1,000	-	21	2,200
018 4834	Zalud House - Admissions	3,778	3,244	3,092	1,500	-	366	2,500
018 4994	Contributions	775	1,209	796	700	-	10	650
TOTAL REVENUE		9,105	7,462	6,161	4,000	325	943	5,850

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

ZALUD HOUSE

018-5050-035-010 Salaries, Regular
018-5050-035-020 Salaries, Part-time
018-5050-035-030 Salaries, Overtime
018-5050-035-090 Benefits
018-5050-035-120 Building/Grounds Maint
018-5050-035-210 Advertising
018-5050-035-230 Professional/Temp Services
018-5050-035-350 Tools/Equipment
018-5050-035-420 Utilities
018-5050-035-520 Insurance, Liability
018-5050-035-660 Other Expense

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
555	433	1,691	1,200	1,169	2,338	2,500
11,962	12,936	9,890	6,500	-	-	5,500
-	-	75	-	154	308	-
743	1,035	4,688	900	875	1,750	1,500
3,274	1,618	3,545	2,500	-	100	2,500
-	-	-	-	-	-	-
2,113	2,024	1,119	1,500	494	988	1,500
70	-	316	-	-	-	-
3,610	4,302	3,512	4,000	1,252	2,974	4,000
1,355	1,355	1,355	1,355	677	1,355	1,355
530	421	334	500	-	-	-
24,213	24,124	26,525	18,455	4,621	9,812	18,855

CDBG

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	2021/22 BUDGET
COMMUNITY DEVELOPMENT BLOCK GRANT								
019 4220	Transfers to Other Funds	(1,342,722)	(1,160,323)	(832,937)	(755,795)	(1,080,494)	(1,556,205)	(1,882,772)
019 4516	State Grants	56,499	343,501	-	-	-	-	742,754
019 4517	Federal Grants	748,081	625,544	745,730	1,320,518	-	1,530,822	1,249,072
019 4601	Interest on Investments	29,063	37,590	32,108	30,000	19,755	39,509	30,000
019 4998	Penalties	602	445	275	200	271	542	300
019 4999	Other Revenues	-	-	-	-	-	2,300	-
TOTAL REVENUE		834,245	1,007,080	778,113	1,350,718	20,026	1,573,173	2,022,126

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	2021/22 BUDGET
COMMUNITY DEVELOPMENT BLOCK GRANT								
019 5030-025-010	Salaries, Regular	87,455	110,106	116,337	117,333	64,762	119,832.62	126,789
019 5030-025-090	Benefits	45,282	56,015	58,887	58,667	36,594	69,957.68	71,765
019 5030-025-210	Advertising	2,296	2,296	3,286	2,500	2,093	4,185	2,500
019 5030-025-220	Printing/Copying	198	159	287	1,000	82	163	1,000
019 5030-025-230	Professional/Temp Service	510	-	-	1,000	-	-	1,000
019 5030-025-320	Office/Computer Supplies	250	577	580	1,000	-	-	1,000
019 5030-025-410	Meeting Expense	2,336	1,614	322	500	-	-	500
019 5030-025-430	Uniform Allowance	-	-	44	-	-	-	-
019 5030-025-440	Training Expense	2,201	1,492	225	2,000	595	1,190	2,000
019 5030-025-450	Publication and Dues	1,395	675	1,402	2,000	500	1,000	2,000
019 5030-025-460	Postage	28	70	57	500	386	772	500
019 5030-025-620	Debt Redemption	287,327	-	-	296,535	-	296,535	-
019 5030-025-660	Other Expense	144,408	113,696	351,895	348,385	-	200,165	337,931
TOTAL DIVISION		573,685	286,700	533,321	831,420	105,012	693,801	546,985

TRANSIT

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	2021/22 BUDGET
TRANSIT								
020 4210	Transfers from other funds	-	-	-	-	-	-	-
020 4220	Transfers to other funds	(1,815,720)			(6,016,728)	(1,190,709)	(2,262,632)	(8,296,455)
020 4502	Sales Tax, Measure R	170,000	170,000	170,000	770,000	-	-	170,000
020 4508	State Gasoline Tax - 325 LTF	1,174,957	395,313	240,045	-	-	-	-
020 4509	State Gasoline Tax - STAF	-	1,055,875	1,638,093	47,000	-	47,000	577,968
020 4516	State Grants	1,626,332	5,906,550	1,874,285	1,898,969	-	-	180,000
020 4517	Federal Grants	2,481,443	1,919,106	4,459,545	9,621,677	1,155,658	3,125,214	10,578,763
020 4518	TCRTA Reimbursements	-	-	-	30,000	-	45,149	175,000
020 4822	Fuel Sales	1,199	1,151	1,742	2,000	364	941	1,000
020 4890	Vending/Pay Phone/Parking	167	-	-	-	-	-	300
020 4891	Advertisements	97,568	89,115	75,299	76,000	29,369	40,885	40,000
020 4896	Transit Ticket Sales	568,579	574,382	448,702	425,000	85,012	177,099	200,000
	Tribal Agreement	-	-	-	120,000	-	-	-
020 4992	Sale of Personal Property	929	-	5,060	-	-	-	-
020 4995	Reimbursements and refunds	13,601	4,385	200,000	200,000	-	-	160,000
020 4998	Penalties	363	132	106	-	-	-	-
020 4999	Other Revenues	-	-	34	-	63	465	500
TOTAL REVENUE		6,135,138	10,116,010	9,112,910	13,190,646	1,270,466	3,436,753	12,083,531

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

TRANSIT ADMINISTRATION

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	2021/22 BUDGET
020 5011-070-010	Salaries, Regular	70,402	93,910	111,051	210,000	67,754	153,208	181,932
020 5011-070-020	Salaries, Part-time	176	1,648	-	-	-	-	-
020 5011-070-030	Salaries, Overtime	-	-	76	-	-	-	-
020 5011-070-040	Car Allowance	-	-	-	-	-	4,000	4,800
020 5011-070-090	Benefits	34,893	48,177	55,958	100,000	27,948	87,079	101,354
020 5011-070-120	Building/Grounds Maintenance	7,464	10,961	28,949	30,000	9,118	19,877	25,000
020 5011-070-140	Computer Equipment Maintenance	44,815	55,812	105,682	110,000	58,110	76,995	110,000
020 5011-070-190	Other Equipment Maintenance	299	2,779	1,380	1,500	1,566	1,566	1,500
020 5011-070-210	Advertising	41,024	37,002	33,787	40,000	148	35,318	40,000
020 5011-070-220	Printing/Copying	5,421	3,870	5,904	6,000	258	581	1,000
020 5011-070-230	Professional/Temp Service	-	4,120	500	30,000	915	3,426	36,000
020 5011-070-250	Contract Services(Administration)	198,721	180,321	179,521	90,000	41,745	88,546	90,000
020 5011-070-260	Rent of property & Equipment	51,662	53,719	53,643	-	-	-	-
020 5011-070-320	Office/Computer Supplies	-	241	127	1,000	355	1,685	1,500
020 5011-070-330	Janitorial Supplies	-	-	2,928	15,000	-	-	-
020 5011-070-350	Tools/Equipment (under \$1,000)	-	-	5,170	5,000	1,329	2,659	5,000
020 5011-070-410	Meeting Expense	-	1,779	79	5,000	-	-	-
020 5011-070-420	Utilities	30,958	24,926	36,789	40,000	18,332	46,413	50,000
020 5011-070-440	Training Expense	1,291	-	403	5,000	-	-	5,000
020 5011-070-450	Publication and Dues	1,160	9,140	8,520	10,000	620	13,070	15,000
020 5011-070-520	Insurance, Liability	150,755	244,977	177,686	225,000	174,204	193,245	225,000
020 5011-070-540	Insurance, Property	8,658	3,590	11,192	15,000	25,252	25,252	30,000
020 5011-070-660	Other Expense	5,504	3,237	3,637	5,000	2,035	4,071	5,000
020 5011-070-710	Office Equipment (over \$1000)	-	-	-	-	1,949	1,949	2,000
020 5011-070-740	Computer Equipment (over \$1000)	3,000	-	89,129	100,000	2,942	2,942	3,000
TOTAL		656,204	780,209	912,110	1,043,500	434,581	761,881	933,086

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	2021/22 BUDGET

ADA PARATRANSIT ON DEMAND

020 5011-080-110 Vehicle Maintenance
020 5011-080-250 Contract Services
020 5011-080-660 Other Expense
020 5011-080-720 Automotive Equip (over \$1,000)
020 5011-080-730 Other Mach/Equip (over \$1,000)

TOTAL

81,057	62,380	104,948	110,000	24,709	49,418	50,000
270,526	276,357	285,861	300,000	141,186	282,372	250,000
-	-	-	-	-	-	-
-	-	455,556	-	-	-	-
-	-	-	-	-	-	-
351,582	338,736	846,365	410,000	165,895	331,790	300,000

WOODLAKE ADA PARATRANSIT ON DEMAND

020 5011-080-110 Vehicle Maintenance
020 5011-080-250 Contract Services
020 5011-080-660 Other Expense
020 5011-080-720 Automotive Equip (over \$1,000)
020 5011-080-730 Other Mach/Equip (over \$1,000)

TOTAL

-	-	-	-	-	-	28,050
-	-	-	-	-	-	67,940
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	95,990

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	2021/22 BUDGET

MICRO TRANSIT ON DEMAND

020 5011-085-110 Vehicle Maintenance
020 5011-085-190 Other Equipment Maintenance
020 5011-085-250 Contract Services
020 5011-085-720 Automotive Equip (over \$1,000)
020 5011-085-730 Other Mach/Equip (over \$1,000)

TOTAL

-	-	-	200,000	19,033	45,512	50,000
-	-	-	-	850	1,699	2,000
-	-	21,723	500,000	86,273	252,155	300,000
-	-	-	1,589,418	1,066,471	1,203,651	-
-	-	-	125,000	4,467	43,964	-
-	-	21,723	2,414,418	1,177,093	1,546,981	352,000

FIXED ROUTE

020 5011-090-110 Vehicle Maintenance
020 5011-090-190 Other Equipment Maintenance
020 5011-090-250 Contract Services
020 5011-090-350 Tools/Equipment under \$1000
020 5011-090-660 Other Expense
020 5011-090-720 Automotive Equip (over \$1,000)
020 5011-090-730 Other Mach/Equip (over \$1,000)

TOTAL

968,017	823,929	762,239	1,000,000	254,635	409,711	500,000
-	-	-	-	-	629	-
1,996,874	1,989,172	2,118,230	2,000,000	663,615	1,562,067	1,600,000
-	-	2,600	5,000	-	-	5,000
4	4	597	1,000	-	-	1,000
-	55,448	1,126	-	-	-	-
-	-	3,332	300,000	-	9,886	-
2,964,895	2,868,553	2,888,123	3,306,000	918,250	1,982,293	2,106,000

SEWER

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
SEWER OPERATING FUND								
030 4210	Transfers from Other Funds	5,438	7,356	3,892	-	-	-	-
030 4220	Transfers to Other Funds	(1,000,000)	(2,027,792)	(730,570)	(600,000)	-	(600,000)	(1,000,000)
030 4005	Assessments	181,076	180,487	182,459	184,000	123,274	259,202	249,471
030 4601	Interest on Investments	72,605	22,016	65,049	40,000	17,267	34,535	30,000
030 4606	Rent of Land - Agricultural	140,745	112,596	112,596	112,596	56,298	112,596	112,596
030 4871	Sewer Service Charges	6,324,523	6,320,275	6,310,583	6,300,000	3,176,902	6,353,805	6,302,566
030 4872	Sewer Dumping Charges	58,548	56,615	50,430	50,000	21,380	53,724	53,724
030 4875	Lab Service Charges	386,359	378,778	397,935	375,000	191,829	383,658	375,700
030 4899	Other Service Charges	4,508	4,511	4,678	5,000	1,950	4,719	4,612
030 4998	Penalties	106,359	109,211	72,817	75,000	181	410	471
030 4999	Other Revenues	6,221	6,979	8,727	5,000	4,459	12,806	12,205
TOTAL REVENUE		7,280,944	7,191,468	7,205,274	7,146,596	3,593,540	7,215,454	7,141,345

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
SEWER OPERATING FUND								
030 5030-060-010	Salaries, Regular	166,174	141,233	176,270	275,560	68,648	142,926	275,560
030 5030-060-020	Salaries, Part-time	-	-	-	6,000	-	-	6,000
030 5030-060-030	Salaries, Overtime	3,693	7,975	8,932	9,000	6,574	13,148	12,000
030 5030-060-090	Benefits	86,956	76,284	98,782	140,990	39,551	79,103	82,764
030 5030-060-110	Vehicle Maintenance	150,579	148,744	148,149	150,000	84,557	169,114	173,073
030 5030-060-120	Building/Grounds Maint	3,728	3,055	19,061	4,000	2,350	5,881	6,500
030 5030-060-140	Computer Equipment Maint	-	-	6,661	5,000	4,417	4,417	5,000
030 5030-060-190	Other Equipment Maint	16,702	31,779	25,924	31,000	13,315	26,631	30,000
030 5030-060-220	Printing/Copying	1,440	7,797	8,279	8,300	3,311	8,210	8,000
030 5030-060-230	Professional/Temp Service	14,239	(3,659)	4,862	15,000	191	495	15,000
030 5030-060-260	Rent of Property & Equipmt	1,238	1,046	707	2,000	22	45	2,000
030 5030-060-280	Administrative Expense	135,921	131,397	128,610	131,500	65,754	131,509	128,544
030 5030-060-320	Office/Computer Supplies	2,234	3,045	2,215	3,000	1,484	2,969	3,000
030 5030-060-340	Maint and Repair Materials	25,099	47,260	34,537	45,000	20,194	40,388	45,000
030 5030-060-350	Tools/Equipment (under \$1,000)	90	3,187	2,592	2,500	910	1,820	2,500
030 5030-060-410	Meeting Expense	284	4	383	-	-	-	500
030 5030-060-420	Utilities	64,864	68,984	68,888	69,875	37,397	76,790	75,000
030 5030-060-430	Uniform Allowance	1,438	1,094	1,238	3,000	409	970	2,500
030 5030-060-440	Training Expense	1,355	513	341	3,000	103	206	2,500
030 5030-060-450	Publication and Dues	180	1,079	410	1,000	3,553	3,575	3,000
030 5030-060-460	Postage	29,464	32,043	31,220	32,050	10,403	25,906	25,906
030 5030-060-520	Insurance, Liability	26,400	26,400	26,400	26,400	13,200	26,400	26,400
030 5030-060-620	Debt Redemption/Fiscal Chgs	683,525	695,249	1,207,392	860,740	444,899	860,740	889,797
030 5030-060-650	Depreciation Expense	45,000	45,000	45,000	45,000	22,500	45,000	45,000
030 5030-060-660	Other Expense	9,289	1,957	2,160	12,000	1,052	2,103	6,000
030 5030-060-670	Franchise Fee	332,727	332,727	332,727	332,727	166,365	332,730	332,730
030 5030-060-730	Other Mach/Equip (over \$1000)	18,237	48,957	53,436	60,000	13,213	26,426	60,000
TOTAL		1,820,853	1,853,150	2,435,176	2,274,642	1,024,373	2,027,499	2,264,274

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
WATER CONSERVATION PLANT								
030 5030-065-010	Salaries, Regular	419,681	419,995	451,815	537,103	215,856	441,996	452,730
030 5030-065-030	Salaries, Overtime	15,751	18,916	20,637	20,000	10,866	21,733	20,000
030 5030-065-090	Benefits	247,985	247,975	264,961	313,914	131,676	263,352	271,638
030 5030-065-110	Vehicle Maintenance	127,727	154,353	102,834	112,500	50,638	101,276	112,000
030 5030-065-120	Building/Grounds Maint	23,151	21,154	13,801	25,000	10,276	33,316	40,000
030 5030-065-140	Computer Equipment Maintenance	4,544	1,120	12,468	5,000	372	2,992	5,000
030 5030-065-190	Other Equipment Maint	3,791	5,603	53,444	19,000	9,753	23,429	22,000
030 5030-065-220	Printing/Copying	643	464	661	700	160	425	700
030 5030-065-230	Professional/Temp Service	461,535	392,779	383,749	500,000	299,988	413,135	500,000
030 5030-065-260	Rent of Property & Equipmt	57,977	34,223	29,039	35,000	15,461	30,921	35,000
030 5030-065-280	Administrative Expense	534,662	523,825	524,654	525,000	258,892	524,672	514,177
030 5030-065-320	Office/Computer Supplies	3,852	3,973	2,635	5,000	1,208	3,441	5,000
030 5030-065-330	Janitorial Supplies	141	-	-	-	-	64	-
030 5030-065-340	Maint and Repair Materials	143,329	109,500	112,745	152,000	98,861	142,659	152,000
030 5030-065-350	Tools/Equipment (under \$1,000)	4,081	3,047	5,202	5,000	2,466	6,654	6,500
030 5030-065-410	Meeting Expense	-	-	297	-	-	-	-
030 5030-065-420	Utilities	492,059	436,502	449,359	451,640	226,568	522,379	515,000
030 5030-065-430	Uniform Allowance	4,515	4,174	4,888	6,000	2,330	4,659	6,000
030 5030-065-440	Training Expense	4,985	4,048	1,000	5,000	-	-	5,000
030 5030-065-450	Publication and Dues	4,883	4,016	2,709	5,000	1,105	2,699	5,000
030 5030-065-460	Postage	306	615	12	500	-	-	500
030 5030-065-490	Special Consumables	152,297	142,958	161,011	187,000	65,714	131,428	185,000
030 5030-065-620	Debt Redemption/Fiscal Chgs	711,148	782,299	798,620	478,170	253,713	478,170	507,420
030 5030-065-650	Depreciation Expense	125,000	125,000	125,000	125,000	62,498	124,996	125,000
030 5030-065-660	Other Expense	1,309	33	93	20,000	-	-	20,000
030 5030-065-730	Other Mach/Equip (over \$1000)	20,679	61,685	92,152	95,000	12,369	131,741	150,000
TOTAL		3,566,030	3,498,256	3,613,787	3,628,527	1,730,770	3,406,137	3,655,665

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
INDUSTRIAL PRE-TREATMENT								
030 5030-066-010	Salaries, Regular	26,638	29,260	33,567	46,538	15,059	30,118	33,893
030 5030-066-090	Benefits	12,608	13,552	15,884	23,263	7,184	14,368	20,335
030 5030-066-110	Vehicle Maintenance	1,090	5,743	8,991	9,000	4,005	8,011	9,000
030 5030-066-120	Building/Grounds Maintenance	-	-	35,880	40,000	-	-	40,000
030 5030-066-190	Other Equipment Maint	-	-	-	2,000	-	-	2,000
030 5030-066-230	Professional/Temp Service	16,488	14,016	13,136	20,000	2,482	4,963	20,000
030 5030-066-320	Office/Computer Supplies	31	-	-	-	-	-	-
030 5030-066-340	Maint and Repair Materials	16	-	658	500	-	-	500
030 5030-066-350	Tools/Equipment (under \$1,000)	-	-	-	300	76	152	300
030 5030-066-420	Utilities	1,530	1,201	1,592	1,600	901	1,764	2,000
030 5030-066-430	Uniform Allowance	-	-	-	50	-	-	-
030 5030-066-440	Training Expense	-	-	-	1,500	-	-	1,500
030 5030-066-450	Publication and Dues	-	-	89	150	-	-	200
030 5030-066-520	Insurance, Liability	2,100	2,100	2,100	2,100	1,050	2,100	2,100
030 5030-066-660	Other Expense	-	-	-	1,000	-	-	1,000
030 5030-066-730	Other Mach/Equip (over \$1,000)	-	-	-	-	1,936	1,936	2,000
TOTAL		60,501	65,871	111,897	148,001	32,693	63,412	134,828

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

LABORATORY

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
030 5030-068-010	Salaries, Regular	117,929	152,277	166,865	205,852	90,636	188,604	192,275
030 5030-068-020	Salaries, Part-time	-	-	-	-	-	95	-
030 5030-068-030	Salaries, Overtime	1,420	1,015	1,336	1,400	367	551	1,000
030 5030-068-090	Benefits	61,493	81,180	86,201	108,603	49,062	101,698	115,365
030 5030-068-120	Building/Grounds Maint	837	1,992	5,580	6,350	574	1,148	5,000
030 5030-068-190	Other Equipment Maint	31,434	35,043	25,320	35,320	29,975	35,561	35,000
030 5030-068-220	Printing/Copying	144	226	256	300	123	283	250
030 5030-068-230	Professional/Temp Service	41,040	18,433	17,111	17,000	253	505	10,000
030 5030-068-260	Rent of Property & Equipmt	2,083	3,558	3,231	4,000	1,369	3,298	4,000
030 5030-068-320	Office/Computer Supplies	1,934	2,008	2,031	2,100	1,208	2,748	2,500
030 5030-068-340	Maint and Repair Materials	-	-	138	200	-	5	100
030 5030-068-350	Tools/Equipment (under \$1,000)	2,468	1,865	-	1,500	-	-	1,000
030 5030-068-420	Utilities	16,942	17,406	18,017	19,000	10,475	19,644	16,500
030 5030-068-430	Uniform Allowance	560	436	416	600	246	758	1,000
030 5030-068-440	Training Expense	-	542	-	2,500	-	-	1,000
030 5030-068-450	Publication and Dues	1,416	3,107	1,304	1,400	8,909	9,105	10,000
030 5030-068-460	Postage	7	188	137	250	82	164	200
030 5030-068-490	Special Consumables	61,600	66,137	55,436	63,000	40,515	72,657	72,600
030 5030-068-520	Insurance, Liability	4,200	4,200	4,200	4,200	2,100	4,200	4,200
030 5030-068-660	Other Expense	655	540	546	1,000	270	540	1,000
030 5030-068-730	Othe Machinery/Equipment	-	5,198	2,242	2,500	1,436	1,436	2,000
TOTAL		346,161	395,349	390,367	477,075	237,600	443,000	474,990

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
SEWER REVOLVING								
082 4210	Transfers from Other Funds	500,000	1,727,792	430,570	300,000	-	300,000	500,000
082 4220	Transfers to Other Funds	(154,176)	(1,442,654)	(300,998)	(888,198)	(109,320)	(355,344)	(12,329,027)
082 4601	Interest on Investments	92,238	133,400	144,031	100,000	56,034	101,835	100,000
082 4891	Service Connection Fees	25,181	19,994	35,599	20,000	19,123	37,806	38,732
082 4892	Acreage Fees - Developers	35,003	51,611	102,961	50,000	130,278	164,295	173,776
082 4897	Interdepartmental Serv Charge	187,740	198,254	209,374	209,000	113,856	227,712	227,713
082 4992	Sale of Personal Property	531	2,873	-	-	-	-	-
TOTAL REVENUE		340,693	406,131	491,964	379,000	319,292	531,648	540,221

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
SEWER REVOLVING - EQUIPMENT REPLACEMENT								
082 5030-095-720	Automotive Equipment	-	-	255,477	30,000	-	-	70,000
082 5030-095-730	Other Machinery/Equipment	88,765	-	63,985	-	-	-	10,900
082 5030-095-740	Computer Equipment	-	-	1,828	-	-	-	-
TOTAL		88,765	-	321,290	30,000	-	-	80,900

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
WASTEWATER TREATMENT CAPITAL RESERVE								
086 4210	Transfers from Other Funds	500,000	300,000	300,000	300,000	-	300,000	500,000
086 4220	Transfers to Other Funds	(1,243,923)	(752,742)	(164,993)	(6,435,348)	(10,840)	(132,339)	(5,839,965)
086 4516	State Grants	-	14,632	-		-	-	-
086 4601	Interest on Investments	109,141	137,488	149,442	120,000	62,785	114,689	100,000
086 4873	Treatment Plant Connection F	277,555	384,153	799,697	300,000	393,666	692,984	655,500
086 4897	Interdepartmental Serv Charge	187,832	200,348	203,804	205,000	102,434	204,868	204,871
086 4992	Sale of Personal Property	150	-	-	-	-	-	-
086 4999	Other Revenues	-	(151,023)	-	-	-	-	-
TOTAL REVENUE		574,678	585,597	1,152,943	625,000	558,884	1,012,541	960,371

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
WASTEWATER CAPITAL RESERVE - EQUIPMENT REPLACEMENT								
086 5030-095-720	Automotive Equipment	164,350	216,096	-	70,000	-	43,932	45,000
086 5030-095-730	Other Machinery/Equipment	-	49,795	-	-	-	-	-
TOTAL		164,350	265,891	-	70,000	-	43,932	45,000

SOLID WASTE

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
SOLID WASTE FUND								
031 4210	Transfers from Other Funds	-	-	-	1,000,000	-	1,000,000	500,000
031 4220	Transfers to Other Funds	(500,000)	-	-	-	-	-	-
031 4516	State Grants	21,970	35,323	24,687	20,000	-	20,000	20,000
031 4861	Residential Refuse Charges	3,050,672	3,084,170	3,133,330	3,130,000	1,605,003	3,210,007	3,153,651
031 4862	Commercial Refuse Charges	2,306,530	2,334,736	2,411,989	2,400,000	1,212,543	2,425,085	2,413,768
031 4863	Roll-Off Refuse Charges	543,479	529,561	538,607	530,000	263,622	602,691	545,829
031 4864	Recycling Revenues	3,072	3,181	1,408	1,000	522	1,147	1,375
031 4998	Penalties	87,119	89,004	59,791	60,000	3,157	6,072	6,410
031 4999	Other Revenues	4,968	4,170	6,326	5,000	4,313	9,860	9,833
TOTAL REVENUE		6,028,964	6,083,870	6,176,138	6,146,000	3,089,160	6,274,862	6,150,866

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
REFUSE COLLECTION AND DISPOSAL								
031 5030-080-010	Salaries, Regular	734,661	784,585	864,796	864,796	384,200	768,400	882,092
031 5030-080-020	Salaries, Part-time	-	-	-	5,000	-	-	20,000
031 5030-080-030	Salaries, Overtime	81,764	80,025	71,370	80,000	62,937	125,875	137,700
031 5030-080-040	Car Allowance	4,800	4,800	400	4,800	-	-	4,800
031 5030-080-090	Benefits	476,115	506,002	539,344	539,344	246,260	492,519	539,344
031 5030-080-110	Vehicle Maintenance	812,989	768,125	821,815	825,000	440,308	880,617	906,200
031 5030-080-120	Building/Grounds Maint	3,598	3,655	25,570	6,570	3,051	7,752	8,000
031 5030-080-140	Computer Equipment Maint	-	-	6,661	5,000	5,915	20,574	21,000
031 5030-080-190	Other Equipment Maint	196,772	219,329	182,985	196,740	90,566	181,131	185,000
031 5030-080-220	Printing/Copying	3,808	14,697	10,813	12,000	9,692	17,752	16,000
031 5030-080-230	Professional/Temp Service	999,135	1,018,742	1,044,808	1,368,000	440,205	1,051,118	1,055,650
031 5030-080-260	Rent of Property & Equipmt	1,544	2,140	1,894	2,400	487	1,031	2,000
031 5030-080-280	Administrative Expense	538,480	543,533	552,812	556,400	276,463	564,738	553,578
031 5030-080-320	Office/Computer Supplies	5,797	3,782	5,107	4,000	1,708	3,759	4,200
031 5030-080-340	Maint and Repair Materials	35,621	16,369	28,149	25,000	3,865	14,362	15,000
031 5030-080-350	Tools/Equipment (under \$1,000)	1,045	1,968	1,276	1,000	2,795	2,920	3,000
031 5030-080-410	Meeting Expense	284	4	383	200	43	86	200
031 5030-080-420	Utilities	16,968	17,630	18,741	21,241	9,960	20,765	20,000
031 5030-080-430	Uniform Allowance	9,586	10,241	11,031	11,821	3,218	7,766	8,000
031 5030-080-440	Training Expense	812	16	207	2,000	-	86	1,000
031 5030-080-450	Publication and Dues	919	1,474	2,798	2,000	1,486	3,391	3,500
031 5030-080-460	Postage	30,288	32,365	31,484	31,500	10,462	25,542	30,000
031 5030-080-520	Insurance, Liability	42,000	42,000	42,000	42,000	21,000	42,000	42,000
031 5030-080-660	Other Expense	31,270	9,245	9,777	30,000	3,891	7,783	10,000
031 5030-080-670	Franchise Fee	249,545	249,545	249,545	249,545	124,775	249,550	249,550
031 5030-080-730	Other Mach/Equipment	1,626	1,659	-	-	-	-	
TOTAL		4,279,428	4,331,931	4,523,766	4,886,357	2,143,289	4,489,517	4,717,814

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
GREEN WASTE								
031 5030-081-010	Salaries, Regular	90,457	91,581	83,368	136,141	39,142	82,948	88,969
031 5030-081-030	Salaries, Overtime	650	-	-	1,000	-	-	
031 5030-081-090	Benefits	45,147	45,272	44,729	72,498	20,401	41,693	53,381
031 5030-081-110	Vehicle Maintenance	351,317	316,539	303,064	326,400	147,736	295,471	327,200
031 5030-081-190	Other Equipment Maint	96,000	101,438	84,000	96,000	42,000	84,000	84,000
031 5030-081-230	Professional/Temp Service	280,906	285,652	313,465	321,000	123,421	309,459	280,188
031 5030-081-340	Maint and Repair Materials	752	938	3,832	1,000	357	715	1,000
031 5030-081-430	Uniform Allowance	1,755	1,566	1,518	2,000	659	1,601	2,000
031 5030-081-520	Insurance, Liability	13,800	13,800	13,800	13,800	6,900	13,800	13,800
031 5030-081-660	Other Expense	154	650	300	1,000	-	-	1,000
031 5030-081-670	Franchise Fee	83,181	83,181	83,181	83,181	41,589	83,178	83,180
TOTAL		964,120	940,617	931,257	1,054,020	422,205	912,865	934,718

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

STREET SWEEPING

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
031 5030-083-010	Salaries, Regular	56,127	54,572	60,435	64,799	26,681	58,401	59,276
031 5030-083-030	Salaries, Overtime	1,159	238	16	1,000	-	-	1,000
031 5030-083-090	Benefits	33,015	33,029	36,298	38,228	16,194	35,802	35,566
031 5030-083-110	Vehicle Maintenance	150,663	142,558	154,339	142,500	78,105	152,544	159,446
031 5030-083-190	Other Equipment Maint	97	61	-	200	-	-	-
031 5030-083-230	Professional/Temp Service	629	645	16,460	1,000	245	706	1,000
031 5030-083-340	Maint and Repair Materials	561	933	1,111	1,000	324	648	1,000
031 5030-083-430	Uniform Allowance	1,105	1,109	868	1,000	473	945	1,000
031 5030-083-440	Training Expense	570	32	-	500	-	-	-
031 5030-083-450	Publication and Dues	85	-	85	100	-	85	100
031 5030-083-660	Other Expense	262	152	213	1,000	-	100	1,000
TOTAL		244,273	233,329	269,826	251,327	122,022	249,232	259,388

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

CURBSIDE RECYCLEABLES COLLECTION

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
031 5030-084-010	Salaries, Regular	64,076	71,548	65,010	89,690	37,916	75,831	76,745
031 5030-084-030	Salaries, Overtime	-	-	-	1,000	-	-	1,000
031 5030-084-090	Benefits	34,342	39,984	37,872	46,366	21,708	43,417	46,047
031 5030-084-110	Vehicle Maintenance	105,941	144,010	156,349	163,965	82,077	164,154	173,196
031 5030-084-190	Other Equipment Maint	72,000	72,000	60,000	60,000	30,000	60,000	60,000
031 5030-084-230	Professional/Temp Service	37,374	121,658	137,951	156,300	68,759	175,275	140,000
031 5030-084-280	Administrative Expense	3,123	3,123	3,123	3,123	1,562	3,123	3,123
031 5030-084-430	Uniform Allowance	200	205	200	350	81	197	350
031 5030-084-660	Other Expense	-	-	-	-	-	-	-
031 5030-084-670	Franchise Fee	2,957	2,957	2,957	2,957	1,481	2,962	2,957
TOTAL		320,013	455,486	463,462	523,751	243,583	524,959	503,418

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
RECYCLABLE WASTE								
031 5030-085-010	Salaries, Regular	72,807	74,397	96,308	132,891	34,552	69,105	81,401
031 5030-085-030	Salaries, Overtime	1,383	718	2,561	2,000	-	-	1,000
031 5030-085-090	Benefits	39,994	43,569	55,704	71,094	19,362	38,723	48,840
031 5030-085-110	Vehicle Maintenance	57,493	121,305	123,610	125,141	60,593	121,187	125,000
031 5030-085-190	Other Equipment Maint	120	120	120	200	60	120	200
031 5030-085-220	Printing/Copying	-	18	519	300	-	-	200
031 5030-085-230	Professional/Temp Service	19,475	62,935	77,164	80,000	30,029	69,381	70,000
031 5030-085-320	Office/Computer Supplies	116	685	-	400	-	-	500
031 5030-085-340	Maint and Repair Materials	279	347	441	500	132	290	500
031 5030-085-460	Postage	85	147	85	100	8	16	100
031 5030-085-660	Other Expense	372	-	-	1,200	-	-	-
TOTAL		192,123	304,242	356,512	413,826	144,737	298,822	327,741

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

GRAFFITI REMOVAL

031 5030-087-010 Salaries, Regular
031 5030-087-090 Benefits
031 5030-087-110 Vehicle Maintenance
031 5030-087-120 Building/Grounds Maint
031 5030-087-190 Other Equipment Maint
031 5030-087-230 Professional/Temp Service
031 5030-087-320 Office and Computer Supplies
031 5030-087-340 Maint and Repair Materials
031 5030-087-520 Insurance, Liability
031 5030-087-660 Other Expense

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
18,097	17,466	16,465	21,780	8,732	17,465	20,763
10,631	10,518	10,264	12,785	5,574	11,148	12,458
1,131	1,666	1,851	2,000	1,043	2,086	2,000
-	-	428	-	-	-	-
120	120	120	250	60	120	200
53,609	67,673	62,002	68,000	22,769	60,800	65,000
52	8	-	-	39	78	-
-	1,998	2,273	2,000	682	2,257	2,500
900	900	900	900	450	900	900
-	-	24	200	-	-	-
84,540	100,350	94,328	107,915	39,349	94,853	103,821

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
SOLID WASTE RESERVE - EQUIPMENT REPLACEMENT								
081 4210	Transfers from Other Funds	500,000	-	-	-	-	-	-
081 4220	Transfers to Other Funds	-	-	-	1,375,000	-	1,000,000	875,000
081 4517	Federal Grants	-	-	489,000	801,522	-	800,982	-
081 4601	Interest on Investments	82,877	129,946	134,053	100,000	54,142	96,601	90,000
081 4897	Interdepartmental Serv Charge	933,384	932,856	842,574	840,000	416,721	833,442	833,442
081 4992	Sale of Personal Property	-	1,175	7,058	-	-	-	-
TOTAL REVENUE		1,016,261	1,063,977	1,472,685	1,741,522	470,863	1,731,025	923,442

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
SOLID WASTE RESERVE - EQUIPMENT REPLACEMENT								
081 5030-095-720	Automotive Equipment	-	90,117	836,535	1,475,370	322,410	962,259	1,795,000
081 5030-095-730	Other Machinery/Equipment	272,196	251,314	310,160	350,000	109,950	304,611	350,000
081 5030-095-810	Non Fixed Asset Capital	-	-	-	-	28,070	159,919	26,333
TOTAL		272,196	341,431	1,146,695	1,825,370	460,430	1,426,789	2,171,333

AIRPORT

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
AIRPORT								
032 4001	Current secured	6,220	3,604	4,117	4,000	3,385	3,589	4,000
032 4516	State grants	10,000	10,000	10,000	10,000	-	10,000	10,000
032 4517	Federal grants	-	-	-	-	-	30,000	-
032 4601	Interest on Investments	42,054	55,240	57,980	40,000	27,011	46,171	40,000
032 4604	Rent of land - hangars	79,941	78,925	84,218	84,000	53,282	81,279	84,000
032 4606	Rent of land - agricultural	35,016	34,136	33,233	37,641	20,667	36,675	37,697
032 4607	Rent of Buildings	4,950	5,400	6,375	6,375	3,150	6,300	6,300
032 4608	Rent of hangars	37,358	38,139	39,130	39,000	22,665	38,730	38,000
032 4821	Restaurant concession	13,410	13,447	10,283	7,291	-	2,452	7,356
032 4822	Fuel and oil sales	1,408,840	1,039,993	945,142	1,000,000	1,135,341	1,319,835	1,250,000
032 4822.01	Fuel flow fees	540	1,468	1,798	1,500	27,582	27,582	5,000
032 4823	Tie-down fees	1,142	982	718	700	303	560	600
032 4824	Landing fees	66,780	40,020	39,960	40,000	80,078	70,798	50,000
032 4998	Penalties	763	358	432	400	596	724	600
032 4999	Other revenues	15	5	-	-	-	-	-
TOTAL REVENUES		1,707,030	1,321,718	1,233,387	1,270,907	1,374,061	1,674,695	1,533,553
032 4210	Transfers from Other Funds	-	-	-	-	-	-	-
032 4220	Transfers to Other Funds	-	-	-	(225,861)	-	-	150,000
NET TRANSFERS		-	-	-	(225,861)	-	-	150,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
2021/22

	ACTUAL			BUDGET	ACTUAL		PROPOSED
	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
AIRPORT							
032-5070-001-010 Salaries, Regular	99,243	47,776	119,498	130,811	61,624	125,887	136,116
032-5070-001-020 Salaries, Part-time	56,317	59,653	-	-	-	-	-
032-5070-001-030 Salaries, Overtime	4,883	5,750	4,959	6,000	4,268	5,763	6,000
032-5070-001-090 Benefits	70,869	75,813	78,516	95,473	42,328	84,656	100,908
032-5070-001-110 Vehicle Maint	5,625	91,151	96,714	98,000	47,153	94,305	98,000
032-5070-001-120 Building/Grounds Maint	4,958	13,004	15,187	15,000	5,847	16,671	20,000
032-5070-001-140 Computer Maint	925	895	2,639	1,200	628	1,068	1,200
032-5070-001-180 Fueling System Maint	12,780	19,007	13,911	20,000	2,897	12,485	20,000
032-5070-001-190 Other Equip Maint	85,791	3,226	1,061	5,000	-	1,134	5,000
032-5070-001-210 Advertising	852	398	401	1,000	295	590	1,000
032-5070-001-220 Printing / Copying	60	-	-	-	-	-	-
032-5070-001-230 Professional/Temp Service	2,652	1,147	4,752	3,500	480	1,165	3,500
032-5070-001-260 Rent of Property & Equipment	156	155	134	500	-	-	500
032-5070-001-280 Administrative Expense	68,889	49,219	56,054	42,382	80,816	81,713	66,020
032-5070-001-290 Processing Fee	48,232	36,605	34,144	50,000	44,234	49,567	50,000
032-5070-001-310 Aviation Fuels & Lubricants	909,318	729,932	561,008	800,000	453,451	766,772	800,000
032-5070-001-320 Office/Computer Supplies	666	1,228	408	1,500	730	973	1,500
032-5070-001-330 Janitorial Supplies	544	456	452	500	-	-	500
032-5070-001-350 Tools/Equipment (under \$1,000)	-	391	1,725	2,000	-	100	2,000
032-5070-001-410 Meeting Expense	-	-	1,218	2,000	-	-	2,000
032-5070-001-420 Utilities	55,366	61,909	47,639	60,000	24,818	51,108	60,000
032-5070-001-430 Uniform Allowance	450	409	414	500	-	-	500
032-5070-001-450 Publication and Dues	253	253	328	500	-	253	500
032-5070-001-460 Postage	-	16	7	100	-	-	100
032-5070-001-520 Insurance, Liability	22,000	22,000	22,000	22,000	11,002	22,000	22,000
032-5070-001-620.03 Debt Redemption-Hangars	139	-	-	-	-	-	-
032-5070-001-660 Other Expense	454	142	139	500	175	351	500
032-5070-001-730 Other Mach/Equip (over \$1000)	2,750	1,096	6,652	5,000	-	-	5,000
032-5070-001-750 Special Aviation	1,989	4,102	1,129	5,000	-	-	5,000
TOTAL	1,456,157	1,225,734	1,071,088	1,368,466	780,745	1,316,561	1,407,844

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
2021/22

	ACTUAL			BUDGET	ACTUAL		PROPOSED
	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
AIRPORT REPLACEMENT AND DEVELOPMENT							
090 4516 State grants	-	-	5,140	56,347	-	49,170	-
090 4517 Federal grants	96,774	27,175	923,746	153,018	-	135,244	270,000
090 4601 Interest on investments	6,372	9,956	8,968	6,000	2,419	4,195	4,000
090 4897 Interdepartmental serv charges	84,186	84,186	84,186	84,186	42,093	84,186	84,186
090 4992 Sale of personal Property	929	-	-	-	-	-	-
TOTAL	188,261	121,318	1,022,040	299,551	44,512	272,795	358,186
090 4210 Transfers from Other Funds	-	-	-	-	-	-	-
090 4220 Transfers to Other Funds	(103,549)	(72,742)	(1,053,251)	(218,138)	(189,844)	(301,268)	(286,500)
NET TRANSFERS	(103,549)	(72,742)	(1,053,251)	(218,138)	(189,844)	(301,268)	(286,500)

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
2021/22

					BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
AIRPORT REPLACEMENT AND DEVELOPMENT FUND								
090 5030-095-720	Automotive Equipment	150,000	-	130,782	-	-	-	-
090 5070-001-750	Special Aviation	60,134	-	-	-	-	-	-
TOTAL		210,134	-	130,782	-	-	-	-

GOLF COURSE

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
GOLF COURSE OPERATIONS FUND								
033 4210	Transfers from Other Funds	69,000	69,000	5,750	69,000	34,500	69,000	69,000
033 4851	Green Fees	78,243	74,922	71,287	75,000	54,681	109,362	85,000
033 4852	Golf Membership Fees	34,100	27,290	21,690	25,000	12,125	24,250	28,000
033 4853	Locker Fees	1,285	765	532	800	320	640	800
033 4854	Golf Cart Rentals	56,535	57,320	64,984	65,000	58,950	117,899	80,000
033 4999	Other Revenues	65	175	15	-	-	-	
TOTAL REVENUE		170,228	160,472	158,508	165,800	126,076	252,151	193,800
GOLF COURSE REPLACEMENT FUND								
091 4601	Interest on Investments	2,527	3,910	4,671	3,000	1,693	2,931	3,000
091 4897	Interdepartmental Serv Charges	40,917	49,975	50,183	51,408	25,704	51,408	51,408
TOTAL REVENUE		43,444	53,885	54,854	54,408	27,397	54,339	54,408

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

GOLF COURSE

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
033-5050-070-010	Salaries, Regular	97,597	99,629	106,102	97,380	51,234	99,232	97,380
033-5050-070-020	Salaries, Part-time	12,110	12,408	13,518	14,000	8,580	17,160	14,000
033-5050-070-030	Salaries, Overtime	-	-	434	-	-	-	-
033-5050-070-090	Benefits	66,333	59,197	59,093	60,886	32,676	63,830	62,604
033-5050-070-110	Vehicle Maintenance	57,907	64,119	64,056	65,000	30,467	60,933	65,000
033-5050-070-120	Building/Grounds Maint	17,245	31,441	14,362	23,000	10,629	21,259	24,000
033-5050-070-190	Other Equipment Maint	7,357	9,363	10,092	9,000	4,916	9,833	10,000
033-5050-070-230	Professional/Temp Service	42,517	39,295	37,282	43,000	23,698	57,668	50,000
033-5050-070-260	Rent of Property & Equipment	166	173	121	200	137	273	300
033-5050-070-280	Administrative Expense	15,321	14,442	14,266	14,922	11,347	22,694	17,442
033-5050-070-350	Tools/Equipment (under \$1,000)	-	1,035	1,886	2,000	887	1,774	2,000
033-5050-070-420	Utilities	92,445	96,194	86,886	94,000	63,852	97,090	100,000
033-5050-070-430	Uniform Allowance	508	888	1,009	1,000	307	614	1,000
033-5050-070-520	Insurance, Liability	8,925	8,925	8,925	8,925	4,461	8,925	8,925
033-5050-070-660	Other Expense	6,700	5,182	6,558	6,000	6,577	12,936	7,500
033-5050-070-730	Other Mach/Equip (over \$1,000)	-	-	4,906	-	-	-	-
TOTAL		425,130	442,290	429,496	439,313	249,768	474,221	460,151

GOLF COURSE REPLACEMENT FUND

091 5030-095-720	Automotive Equipment	7,361	20,952	20,405	-	-	-	-
091 5030-095-730	Other Machinery/Equipment	63,301	-	38,851	14,000	-	14,000	-
TOTAL		70,662	20,952	59,256	14,000	-	14,000	-

WATER

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
WATER OPERATING FUND								
034 4210	Transfers from Other Funds	5,070	6,858	3,629	-	-	-	-
034 4220	Transfers to Other Funds	(5,000,000)	(7,000,000)	(4,000,000)	(5,000,000)	-	(5,000,000)	
034 4601	Interest on Investments	95,949	121,271	80,322	80,000	32,794	73,622	70,000
034 4818	Code Enforcement Fees	12,900	25,763	5,503	30,000	2,300	3,500	4,300
034 4881	Water Sales	11,184,150	11,244,302	11,953,269	12,135,233	7,476,736	12,672,627	12,869,254
034 4882	Meter Installation Charges	19,802	31,072	6,679	20,000	2,284	4,569	5,232
034 4883	Water Service Charges	106,108	108,123	62,485	65,000	6,215	26,852	27,420
034 4995	Reimbursement and Refunds	8,721	-	-	-	-	-	-
034 4998	Penalties	200,207	210,790	152,659	153,000	318	711	727
034 4999	Other Revenues	6,198	2,723	1,729	2,000	(13,269)	8,247	8,347
TOTAL REVENUE		11,634,035	11,744,043	12,262,646	12,485,233	7,507,378	12,790,128	12,985,280

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
WATER DISTRIBUTION								
034 5030-070-010	Salaries, Regular	575,008	656,979	728,995	728,995	362,078	737,573	737,573
034 5030-070-020	Salaries, Part-time	829	10,277	1,456	20,000	-	-	40,000
034 5030-070-030	Salaries, Overtime	22,190	17,809	21,506	22,000	7,815	15,631	22,000
034 5030-070-040	Car Allowance	4,800	4,800	4,800	4,800	4,000	8,800	9,600
034 5030-070-090	Benefits	349,249	390,017	417,968	417,968	217,761	454,022	455,000
034 5030-070-110	Vehicle Maintenance	192,080	283,396	236,531	242,573	129,098	239,333	250,000
034 5030-070-120	Building/Grounds Maint	6,464	7,612	24,915	20,000	6,393	12,787	20,000
034 5030-070-140	Computer Equipment Maint	-	-	8,158	5,000	7,413	7,413	8,000
034 5030-070-190	Other Equipment Maint	68,753	115,264	185,016	143,016	110,523	221,046	232,898
034 5030-070-210	Advertising	17,776	47,825	41,050	45,000	19,986	39,972	45,000
034 5030-070-220	Printing/Copying	7,085	9,569	9,248	10,000	3,336	8,088	10,000
034 5030-070-230	Professional/Temp Service	15,285	16,913	6,063	19,828	18,904	25,008	25,000
034 5030-070-260	Rent of Property & Equipmt	1,178	3,124	5,357	5,000	22	45	5,000
034 5030-070-280	Administrative Expense	1,065,457	1,069,281	1,116,311	1,135,519	691,922	1,151,112	1,168,675
034 5030-070-320	Office/Computer Supplies	5,773	5,720	6,503	5,000	2,718	5,437	5,000
034 5030-070-340	Maint and Repair Materials	340,274	323,266	341,107	364,896	156,659	313,318	340,000
034 5030-070-350	Tools/Equipment (under \$1,000)	13,151	25,558	27,017	30,000	6,296	15,632	30,000
034 5030-070-370	New Water Service	42,419	178,108	172,883	186,500	11,039	22,077	185,500
034 5030-070-390	Water Purchases	111,874	379,419	187,999	500,000	136,061	220,280	500,000
034 5030-070-410	Meeting Expense	425	914	670	1,000	60	130	1,000
034 5030-070-420	Utilities	1,011,591	1,018,567	1,052,311	1,221,300	625,977	1,238,677	1,220,000
034 5030-070-430	Uniform Allowance	9,684	10,683	15,285	15,000	5,761	11,522	15,000
034 5030-070-440	Training Expense	4,138	18,798	18,782	20,000	100	200	20,000
034 5030-070-450	Publication and Dues	5,724	4,149	4,214	4,000	3,969	6,374	5,694
034 5030-070-460	Postage	33,877	32,115	40,545	40,000	10,419	25,961	40,000
034 5030-070-520	Insurance, Liability	36,000	36,000	36,000	36,000	18,000	36,000	36,000
034 5030-070-620	Debt Redemption/Fiscal Chgs	322,512	252,853	227,259	222,348	109,411	222,348	223,348
034 5030-070-650	Depreciation Expense	155,162	155,162	155,162	155,162	77,582	155,164	155,164
034 5030-070-660	Other Expense	148,156	220,095	226,809	429,580	202,573	251,706	325,000
034 5030-070-670	Franchise Fee	332,724	332,724	332,724	332,724	166,362	332,724	332,724
034 5030-070-730	Other Mach/Equip (over 1,000)	95,006	69,201	68,015	70,000	33,263	66,527	70,000
034 5030-070-740	Computer Equip (over \$1,000)	-	4,400	-	5,000	-	-	5,000
TOTAL		5,059,955	5,700,597	5,720,660	6,458,209	3,145,504	5,844,905	6,538,176

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
WATER METER READING/CUSTOMER SERVICE								
034 5030-071-010	Salaries, Regular	136,565	137,930	145,021	145,021	68,599	140,234	145,000
034 5030-071-020	Salaries, Part-time	34,124	37,436	40,508	41,000	17,556	36,602	40,000
034 5030-071-030	Salaries, Overtime	2,507	3,273	1,897	5,000	-	-	5,000
034 5030-071-090	Benefits	105,091	108,751	113,362	113,362	54,460	111,228	115,000
034 5030-071-110	Vehicle Maintenance	34,549	38,346	39,483	39,500	18,602	38,472	39,500
034 5030-071-190	Other Equipment Maint	8,586	8,236	4,850	9,000	2,400	4,800	8,000
034 5030-071-320	Office/Computer Supplies	62	27	-	500	-	-	500
034 5030-071-340	Maint and Repair Materials	1,149	1,678	674	2,600	350	700	2,500
034 5030-071-350	Tools/Equipment (under \$1,000)	141	373	2,928	1,000	-	-	1,000
034 5030-071-420	Utilities	2,891	3,056	3,101	3,200	1,257	3,024	3,500
034 5030-071-430	Uniform Allowance	2,548	2,601	2,531	3,000	969	2,129	3,000
034 5030-071-440	Training Expense	-	-	-	500	-	-	500
034 5030-071-520	Insurance, Liability	2,400	2,400	2,400	2,400	1,200	2,400	2,400
034 5030-071-660	Other Expense	-	-	-	500	-	-	500
TOTAL		330,613	344,108	356,755	366,583	165,392	339,589	366,400

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
WATER QUALITY ASSURANCE								
034 5030-072-010	Salaries, Regular	204,982	222,619	220,174	322,579	107,293	214,587	225,000
034 5030-072-030	Salaries, Overtime	-	870	57	1,000	-	-	1,000
034 5030-072-090	Benefits	100,937	110,810	116,530	157,565	59,415	118,831	120,000
034 5030-072-110	Vehicle Maintenance	37,518	38,009	36,421	45,000	18,036	36,977	45,000
034 5030-072-190	Other Equipment Maintenance	10,200	270,000	208,000	360,000	30,000	60,000	100,000
034 5030-072-220	Printing/Copying	-	-	45	-	-	-	-
034 5030-072-230	Professional/Temp Service	59,906	121,700	89,463	93,269	26,196	52,392	80,000
034 5030-072-320	Office/Computer Supplies	-	68	451	500	-	500	500
034 5030-072-340	Maint & Repair Materials	17,337	18,912	16,431	27,000	7,581	15,161	30,000
034 5030-072-350	Tools/Equipment (under \$1,000)	113	8,158	4,183	5,000	-	500	5,000
034 5030-072-430	Uniform Allowance	-	-	55	-	-	-	-
034 5030-072-440	Training Expense	-	-	-	1,000	-	-	1,000
034 5030-072-460	Postage	-	13	-	-	-	-	-
034 5030-072-490	Special Consumables	9,139	11,897	11,312	12,000	7,070	11,832	15,000
034 5030-072-520	Insurance, Liability	3,300	3,300	3,300	3,300	1,650	3,300	3,300
034 5030-072-660	Other Expense	-	-	-	1,000	-	-	1,000
034 5030-072-730	Other Mach/Equip (over \$1,000)	-	10,516	-	-	-	-	-
TOTAL		443,431	816,870	706,422	1,029,213	257,241	514,080	626,800

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

HYDRANT TESTING

034 5030-073-010 Salaries, Regular
034 5030-073-020 Salaries, Part-time
034 5030-073-090 Benefits
034 5030-073-110 Vehicle Maintenance
034 5030-073-230 Professional/Temp Service
034 5030-073-320 Office/Computer Supplies
034 5030-073-340 Maint and Repair Materials
034 5030-073-350 Tools/Equipment (under \$1,000)
034 5030-073-660 Other Expense
034 5030-073-720 Automotive Equipment

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
-	-	-	213,154	-	-	215,000
-	-	-	-	-	-	-
-	-	-	128,104	-	-	129,000
-	-	-	40,200	-	-	40,500
-	-	-	2,500	-	-	2,500
-	-	-	200	-	-	500
-	120	-	7,500	-	-	7,500
-	-	-	2,000	-	1,000	2,000
-	-	-	1,000	-	-	1,000
-	-	-	175,000	-	-	175,000
-	120	-	569,658	-	1,000	573,000

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
WATER REPLACEMENT								
080 4210	Transfers from Other Funds	5,000,000	7,000,000	4,000,000	5,000,000	-	5,000,000	5,000,000
080 4220	Transfers to Other Funds	(1,345,584)	(2,375,905)	(2,639,487)	(34,960,877)	(284,536)	(2,307,853)	(59,577,765)
080 4516	State Grants	445,630	949,156	417,177	18,055,896	-	-	13,354,656
080 4601	Interest on Investments	96,359	221,099	312,753	300,000	134,340	245,215	230,000
080 4891	Service Connection Fees	18,188	16,567	10,662	10,662	9,718	21,773	22,042
080 4892	Acreage Fees - Developers	97,643	74,518	139,275	135,000	219,109	296,196	300,000
080 4897	Interdepartmental Serv Charge	331,154	634,253	598,424	595,162	279,812	559,624	559,623
080 4992	Sale of Personal Property	929	-	726	-	-	3,223	-
TOTAL REVENUE		989,904	1,895,593	1,479,016	19,096,720	642,979	1,126,031	14,466,321

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
WATER REPLACEMENT - EQUIPMENT REPLACEMENT								
080 5030-095-720	Automotive Equipment	62,395	135,557	28,483	190,000	-	79,216	47,000
080 5030-095-730	Other Machinery/Equipment	174,127	-	268,486	395,000	-	-	51,000
080 5030-095-740	Computer Equipment	-	817	1,498	-	-	-	-
TOTAL		236,523	136,374	298,466	585,000	-	79,216	98,000

RISK MANAGEMENT

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
RISK MANAGEMENT								
050 4220	Transfers to Other Funds	-	-	(1,903)	(129,825)	(71,198)	(80,000)	(205,000)
050 4601	Interest on Investments	6,668	27,954	20,527	12,000	6,874	12,390	10,000
050 4901	Liability Insurance	514,916	514,916	514,916	514,916	257,462	514,916	514,916
050 4902	Health & Life Insurance	4,724,063	4,817,414	5,010,952	5,110,000	2,566,963	5,155,412	5,175,000
050 4903	Unemployment Insurance	102,430	108,296	119,307	110,000	59,801	119,603	120,000
050 4904	Workers Compensation Insurance	1,094,205	1,361,214	1,315,381	1,300,000	345,564	1,424,454	1,450,000
050 4905	Automobile Insurance	154,754	161,176	171,514	175,000	87,600	175,000	175,000
050 4998	Penalties	841	811	725	800	419	839	800
TOTAL		6,597,877	6,991,781	7,153,322	7,222,716	3,324,683	7,402,613	7,445,716

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
ADMINISTRATION								
050-5011-015-010	Salaries, Regular	96,062	113,584	126,898	130,986	70,256	140,511	139,635
050-5011-015-090	Benefits	45,872	53,761	63,607	71,357	38,851	77,702	76,119
050-5011-015-190	Other Equipment Maint	186	186	372	300	186	372	372
050-5011-015-220	Printing/Copying	500	(55)	-	-	-	-	-
050-5011-015-410	Meeting Expense	206	513	619	600	-	-	600
050-5011-015-440	Training Expense	113	2,458	1,582	3,000	100	200	3,000
050-5011-015-450	Publication and Dues	500	450	-	500	209	418	500
050-5011-015-660	Other Expense	393	1,536	645	1,100	433	865	1,000
050-5011-015-710	Office equipment (over \$1,000)	-	10,643	-	500	-	-	500
TOTAL		143,831	183,075	193,722	208,343	110,034	220,068	221,725

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
RM LIABILITY								
050-5011-016-540	Administration & Premiums	848,908	696,871	619,128	782,606	404,348	815,950	884,638
050-5011-016-550	Loss Control Services	650	-	-	5,000	5,346	5,346	-
050-5011-016-560	Claims (Expected Losses)	10,000	-	-	-	-	-	-
TOTAL		859,558	696,871	619,128	787,606	409,694	821,296	884,638
RM PROPERTY								
050-5011-017-540	Administration & Premiums	257,967	278,454	369,666	521,634	521,634	521,634	751,394
050-5011-017-560	Claims (Expected Losses)	13,048	-	-	-	3,100	3,100	-
TOTAL		271,015	278,454	369,666	521,634	524,734	524,734	751,394

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2021/22

RM WORKERS COMPENSATION

	ACTUAL			BUDGET	ACTUAL		PROPOSED
	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
050-5011-018-540 Administration & Premiums	436,662	328,015	276,161	352,596	179,128	292,473	425,563
050-5011-018-550 Loss Control Services	30,975	35,699	36,372	25,000	4,238	18,132	25,000
050-5011-018-560 Claims (Expected Losses)	400,560	634,834	441,556	500,000	113,298	453,192	500,000
TOTAL	868,196	998,547	754,088	877,596	296,664	763,797	950,563

RM EMPLOYEE MEDICAL

050-5011-019-540 Administration & Premiums	1,064,859	1,248,364	1,390,450	1,401,031	864,552	1,485,253	1,400,000
050-5011-019-560 Claims (Expected Losses)	2,854,814	2,688,664	3,691,913	3,500,000	1,240,700	3,202,789	3,500,000
TOTAL	3,919,673	3,937,028	5,082,363	4,901,031	2,105,252	4,688,042	4,900,000

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS - RISK MANAGEMENT
2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
RM UNEMPLOYMENT								
050-5011-020-560	Claims (Expected Losses)	36,829	51,556	151,021	45,000	15,541	62,164	60,000
TOTAL		36,829	51,556	151,021	45,000	15,541	62,164	60,000
RM EMPLOYMENT PRACTICES								
050-5011-021-540	Administration & Premiums	76,799	76,531	78,617	193,038	178,526	186,392	195,000
050-5011-021-560	Claims (Expected Losses)	-	24,710	14,800	25,000	4,086	38,117	25,000
TOTAL		76,799	101,241	93,417	218,038	182,612	224,509	220,000
GRAND TOTAL RISK MANAGEMENT		6,175,901	6,246,772	7,263,405	7,559,248	3,644,530	7,304,610	7,988,320

EQUIPMENT MAINTENANCE

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

EQUIPMENT MAINTENANCE

053 4601 Interest on Investments
053 4609 Rent of Equipment
053 4822 Fuel Sales
053 4897 Interdepartmental Serv Charge
053 4899 Other Service Charges
053 4995 Reimbursements & Refunds
053 4999 Other Revenues

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
8,485	11,154	8,988	8,000	2,004	3,345	2,000
17,956	15,852	16,532	15,000	10,782	20,633	21,009
1,263,076	1,389,583	1,305,031	1,400,000	576,544	1,242,388	1,242,388
556,643	514,605	499,578	500,000	285,825	542,818	542,432
147,046	161,970	135,226	145,000	89,152	162,872	161,170
187,950	8,615	60,592	20,000	29,211	115,491	103,941
1,495,026	1,502,712	1,688,222	1,700,000	885,124	1,620,944	1,628,320
3,676,182	3,604,490	3,714,170	3,788,000	1,878,642	3,708,491	3,701,260

TOTAL REVENUE

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
EQUIPMENT MAINTENANCE								
053 5030-090-010	Salaries, Regular	455,736	467,791	506,267	506,267	233,898	473,190	490,500
053 5030-090-020	Salaries, Part-time	-	-	-	2,000	-	-	-
053 5030-090-030	Salaries, Overtime	54,522	50,967	55,503	45,000	28,379	54,652	54,500
053 5030-090-090	Benefits	262,171	270,350	285,530	285,530	131,663	273,609	294,300
053 5030-090-110	Vehicle Maintenance	43,748	76,885	76,220	77,526	29,967	59,934	59,448
053 5030-090-120	Building/Grounds Maint	15,190	22,152	41,228	25,938	6,791	21,330	20,000
053 5030-090-140	Computer Maintenance	4,865	6,366	6,361	8,500	5,453	10,907	10,000
053 5030-090-190	Other Equipment Maint	204,474	161,533	222,661	195,500	96,446	192,892	192,892
053 5030-090-220	Printing/Copying	228	184	282	400	128	297	500
053 5030-090-230	Professional/Temp Service	2,006	3,426	813	5,000	390	1,460	3,000
053 5030-090-250	Outside Automotive	1,488,320	1,637,406	1,742,687	1,600,000	680,097	1,360,194	1,500,000
053 5030-090-260	Rent of Property & Equipmt	2,246	2,604	1,923	2,000	534	1,257	2,000
053 5030-090-310	Fuel and Lubricants	774,790	907,784	864,202	900,000	332,913	723,273	800,000
053 5030-090-320	Office/Computer Supplies	6,093	6,215	6,496	6,500	3,287	7,730	9,000
053 5030-090-330	Janitorial Supplies	296	219	492	500	233	889	1,000
053 5030-090-340	Maint and Repair Material	1,932	3,277	2,577	10,000	135	386	10,000
053 5030-090-350	Tools/Equipment (under \$1,000)	13,158	13,426	27,352	20,000	10,622	21,245	23,000
053 5030-090-380	Automotive Parts	102,891	94,554	87,837	95,000	31,196	62,391	75,000
053 5030-090-420	Utilities	26,253	28,276	33,073	35,000	20,795	41,386	42,000
053 5030-090-430	Uniform Allowance	11,926	11,244	13,132	13,000	5,880	12,000	13,000
053 5030-090-440	Training Expense	6,027	4,476	5,135	7,000	64	128	5,000
053 5030-090-450	Publication and Dues	2,615	3,698	3,159	5,000	3,130	4,068	5,000
053 5030-090-460	Postage	108	21	180	100	72	145	500
053 5030-090-520	Insurance, Liability	15,900	15,900	15,900	15,900	7,950	15,900	15,900
053 5030-090-660	Other Expense	11,897	5,166	4,821	5,000	2,606	5,025	6,000
053 5030-090-730	Other Mach/Equip (over \$1000)	1,532	3,978	-	-	5,500	16,372	-
TOTAL		3,508,925	3,797,896	4,003,834	3,866,661	1,638,129	3,360,659	3,632,540

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
EQUIPMENT MAINTENANCE REPLACEMENT								
093 4220	Transfers to Other Funds	-	-	-	-	-	-	-
093 4601	Interest on Investments	13,856	18,108	20,116	15,000	8,185	15,000	15,000
093 4897	Interdepartmental Serv Charge	135,882	136,632	147,403	140,000	75,303	150,606	150,606
093 4992	Sale of Personal Property	2,023	-	-	-	-	2,010	-
TOTAL REVENUE		151,761	184,003	167,519	155,000	83,488	167,616	165,606

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	31-Dec-20	PROJECTED FYE	2021/22 BUDGET
EQUIPMENT MAINTENANCE REPLACEMENT								
093 5030-095-720	Automotive Equipment	-	78,535	52,639	180,000	-	160,000	-
093 5030-095-730	Other Machinery/Equipment	130,273	-	8,727	9,000	-	-	62,200
TOTAL		130,273	78,535	61,367	189,000	-	160,000	62,200

LANDSCAPE MAINTENANCE DISTRICTS

ANNUAL BUDGET



FY 2021/2022

CITY OF PORTERVILLE
REVENUE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

LANDSCAPE MAINTENANCE DISTRICTS

061 4005 Assessments
061 4999 Other Revenues

TOTAL

ACTUAL			BUDGET	ACTUAL		PROPOSED
FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
73,236	112,298	115,624	154,753	77,616	155,232	154,753
-	-	-	-	-	-	-
73,236	112,298	115,624	154,753	77,616	155,232	154,753

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 41, BEVERLY GLENN								
061-5050-001-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-001-420	Utilities	111	112	117	150	49	116	150
061-5050-001-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		111	112	117	150	49	116	150
DISTRICT 42, SIERRA ESTATES								
061-5050-002-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-002-230	Professional/Temp Services	6,476	7,156	6,731	6,800	1,922	3,843	5,500
061-5050-002-420	Utilities	1,499	1,515	1,698	1,800	819	1,698	1,850
061-5050-002-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		7,974	8,671	8,429	8,600	2,740	5,541	7,350
DISTRICT 43, SIERRA MEADOWS #2								
061-5050-003-010	Salaries, Regular	-	-	24	-	-	-	-
061-5050-003-090	Benefits	-	-	14	-	-	-	-
061-5050-003-120	Building/Grounds Maintenance	-	-	605	1,000	161	322	800
061-5050-003-230	Professional/Temp Services	-	-	2,296	-	1,586	4,316	3,500
061-5050-003-420	Utilities	8,135	5,196	5,967	6,000	2,251	5,415	6,000
061-5050-003-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		8,135	5,196	8,906	7,000	3,997	10,053	10,300

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 44, SUMMIT ESTATES #1								
061-5050-004-010	Salaries, Regular	-	427	291	-	65	131	-
061-5050-004-020	Salaries, Part-time	-	-	-	-	65	280	-
061-5050-004-090	Benefits	-	234	164	-	64	128	-
061-5050-004-120	Building/Grounds Maintenance	24	373	79	-	110	220	300
061-5050-004-230	Professional/Temp Services	1,866	1,866	1,711	1,800	311	622	1,800
061-5050-004-420	Utilities	2,362	2,178	2,041	2,300	924	2,156	2,400
061-5050-004-660	Other Expenses	48	41	42	50	17	34	50
TOTAL		4,299	5,119	4,327	4,150	1,557	3,571	4,550
DISTRICT 45, NEW EXPRESSIONS #5								
061-5050-005-120	Building/Grounds Maintenance	512	5,983	2,573	-	77	154	2,000
061-5050-005-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-005-420	Utilities	850	858	900	1,000	373	893	1,000
061-5050-005-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		1,362	6,841	3,473	1,000	450	1,047	3,000
DISTRICT 46, MOOREA MANOR								
061-5050-006-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-006-230	Professional/Temp Services	280	280	280	300	70	2,030	2,613
061-5050-006-420	Utilities	1,153	1,104	1,007	1,300	442	1,037	1,300
061-5050-006-660	Other Expenses	-	-	84	-	17	34	-
TOTAL		1,433	1,384	1,370	1,600	529	3,101	3,913

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 50, RIVERVIEW ESTATES, PHASE 5								
061-5050-007-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-007-420	Utilities	485	687	706	1,000	243	669	1,000
061-5050-007-660	Other Expenses	-	-	-	100	17	34	50
TOTAL		485	687	706	1,100	260	703	1,050
DISTRICT 47, CHELSEA GLEN								
061-5050-008-120	Building/Grounds Maintenance	-	-	-	140	212	212	300
061-5050-008-230	Professional/Temp Services	-	-	-	1,960	348	1,740	1,900
061-5050-008-420	Utilities	-	-	-	1,140	-	248	500
061-5050-008-660	Other Expenses	-	-	-	100	114	114	50
TOTAL		-	-	-	3,340	674	2,314	2,750
DISTRICT 48, NADER HOMES								
061-5050-009-120	Building/Grounds Maintenance	-	-	-	211	-	-	-
061-5050-009-230	Professional/Temp Services	-	-	-	3,043	-	-	-
061-5050-009-420	Utilities	-	-	-	1,183	-	-	-
061-5050-009-660	Other Expenses	-	-	-	-	114	114	-
TOTAL		-	-	-	4,437	114	114	-

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 49 RANCH VICTORIA PHASE 2-4								
061-5050-010-120	Building/Grounds Maintenance	-	-	-	230	-	-	-
061-5050-010-230	Professional/Temp Services	-	-	-	829	-	-	-
061-5050-010-420	Utilities	-	-	-	107	-	-	-
061-5050-010-660	Other Expenses	-	-	-	230	114	114	50
TOTAL		-	-	-	1,396	114	114	50
DISTRICT 51 SUMMIT ESTATES TWO, PHASE I								
061-5050-011-120	Building/Grounds Maintenance	-	-	-	-	95	95	-
061-5050-011-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-011-420	Utilities	-	-	-	1,250	-	-	-
061-5050-011-660	Other Expenses	-	-	-	74	114	114	50
TOTAL		-	-	-	1,324	210	209	50
DISTRICT 52 SUMMIT HERITAGE VILLAS								
061-5050-012-120	Building/Grounds Maintenance	-	-	-	623	-	-	-
061-5050-012-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-012-420	Utilities	-	-	-	400	-	-	-
061-5050-012-660	Other Expenses	-	-	-	100	114	114	50
TOTAL		-	-	-	1,123	114	114	50

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 53 TROOPER TERRACE								
061-5050-013-120	Building/Grounds Maintenance	-	-	-	662	58	58	100
061-5050-013-230	Professional/Temp Services	-	-	-	1,191	199	997	1,200
061-5050-013-420	Utilities	-	-	-	440	-	-	-
061-5050-013-660	Other Expenses	-	-	-	100	97	97	50
TOTAL		-	-	-	2,393	355	1,152	1,350
DISTRICT 54 WINDSOR COURT								
061-5050-014-120	Building/Grounds Maintenance	-	-	-	1,662	-	-	-
061-5050-014-230	Professional/Temp Services	-	-	-	6,327	-	-	-
061-5050-014-420	Utilities	-	-	-	1,995	-	-	-
061-5050-014-660	Other Expenses	-	-	-	100	114	114	50
TOTAL		-	-	-	10,084	114	114	50
DISTRICT 1, WESTWOOD ESTATES 1 - 3								
061-5050-036-010	Salaries, Regular	-	-	73	-	-	-	-
061-5050-036-090	Benefits	-	-	41	-	-	-	-
061-5050-036-120	Building/Grounds Maintenance	541	161	365	400	1,108	1,146	500
061-5050-036-230	Professional/Temp Services	3,524	2,724	2,724	3,000	1,407	3,947	4,355
061-5050-036-420	Utilities	5,015	4,903	5,347	6,600	2,745	5,491	6,600
061-5050-036-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		9,129	7,829	8,591	10,100	5,278	10,618	11,505

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
JASMINE RANCH, ANNEX 2								
061-5050-039-010	Salaries, Regular	-	-	1,554	-	-	-	-
061-5050-039-090	Benefits	-	-	913	-	-	-	-
061-5050-039-120	Building/Grounds Maintenance	9	-	1,981	1,000	688	688	1,000
061-5050-039-230	Professional/Temp Services	3,262	3,262	3,262	3,400	1,359	3,263	3,264
061-5050-039-420	Utilities	2,419	1,581	2,914	3,200	1,572	3,143	3,500
061-5050-039-660	Other Expenses	48	41	42	50	17	34	50
TOTAL		5,737	4,884	10,666	7,650	3,637	7,128	7,814
PORTER CREEK, ANNEX 3								
061-5050-040-010	Salaries, Regular	-	-	424	-	-	-	-
061-5050-040-020	Salaries, Part-time	-	-	208	-	-	-	-
061-5050-040-090	Benefits	-	-	340	-	-	-	-
061-5050-040-120	Building/Grounds Maintenance	988	312	581	800	415	415	800
061-5050-040-230	Professional/Temp Services	9,569	8,316	5,811	6,600	2,419	5,645	6,000
061-5050-040-420	Utilities	3,968	3,930	3,278	4,500	1,939	3,878	4,000
061-5050-040-660	Other Expenses	-	41	42	100	-	-	50
TOTAL		14,525	12,599	10,684	12,000	4,773	9,938	10,850

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
LA VIDA PARK, ANNEX 4								
061-5050-041-010	Salaries, Regular	-	384	350	-	109	218	-
061-5050-041-020	Salaries, Part-time	-	-	-	-	65	130	-
061-5050-041-090	Benefits	-	215	198	-	90	180	-
061-5050-041-120	Building/Grounds Maintenance	-	-	90	100	95	191	200
061-5050-041-230	Professional/Temp Services	792	792	792	800	198	396	500
061-5050-041-420	Utilities	1,675	1,503	1,359	-	630	1,454	1,700
061-5050-041-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		2,515	2,935	2,830	1,000	1,204	2,603	2,450
WESTWOOD ESTATES 4 - 5, ANNEX 5								
061-5050-042-010	Salaries, Regular	-	-	73	-	-	-	-
061-5050-042-090	Benefits	-	-	41	-	-	-	-
061-5050-042-120	Building/Grounds Maintenance	151	161	306	400	964	1,662	1,800
061-5050-042-230	Professional/Temp Services	4,781	3,981	3,981	4,200	1,721	4,262	4,400
061-5050-042-420	Utilities	1,537	1,434	1,391	1,600	949	1,531	1,750
061-5050-042-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		6,517	5,616	5,834	6,300	3,651	7,489	8,000
NORTHPOINTE 1, ANNEX 6								
061-5050-043-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-043-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-043-420	Utilities	-	-	751	800	311	745	800
061-5050-043-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		-	-	751	800	311	745	800

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
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		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
QUAIL PARK, PHASE 2, ANNEX 7								
061-5050-044-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-044-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-044-420	Utilities	74	75	78	80	32	78	90
061-5050-044-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		74	75	78	80	32	78	90
WESTWOOD PARK, UN 3, ANNEX 8								
061-5050-045-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-045-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-045-420	Utilities	232	231	240	300	100	238	300
061-5050-045-660	Other Expenses	48	41	42	-	17	34	50
TOTAL		280	272	282	300	117	272	350
MASONIC TEMPLE, ANNEX 9								
061-5050-046-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-046-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-046-420	Utilities	48	45	44	100	19	45	100
061-5050-046-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		48	45	44	100	19	45	100

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
WESTVIEW, ANNEX 10								
061-5050-047-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-047-020	Salaries, Part-time	-	-	-	-	26	294	-
061-5050-047-090	Benefits	-	-	-	-	10	98	-
061-5050-047-120	Building/Grounds Maintenance	-	13	-	-	95	191	-
061-5050-047-230	Professional/Temp Services	276	276	276	300	69	138	300
061-5050-047-420	Utilities	781	802	717	780	284	757	780
061-5050-047-660	Other Expenses	48	41	42	800	17	34	50
TOTAL		1,104	1,132	1,035	1,880	501	1,512	1,130
NEW HORIZONS, PHASE 1, ANNEX 11								
061-5050-048-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-048-230	Professional/Temp Services	-	-	79	-	-	-	-
061-5050-048-420	Utilities	755	742	700	700	317	759	800
061-5050-048-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		755	742	779	700	317	759	800
SUNRISE ESTATES, PHASE 6, ANNEX 12								
061-5050-049-010	Salaries, Regular	-	-	24	-	-	-	-
061-5050-049-090	Benefits	-	-	14	-	-	-	-
061-5050-049-420	Utilities	258	261	274	350	114	272	350
061-5050-049-660	Other Expenses	48	41	42	50	-	-	50
TOTAL		306	301	353	400	114	272	400

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
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		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
NORTHPOINTE II, ANNEX 15								
061-5050-052-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-052-230	Professional/Temp Services		-	-	-	-	-	-
061-5050-052-420	Utilities	224	225	236	300	98	234	300
061-5050-052-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		224	225	236	300	98	234	300
WISCONSIN MANOR I, ANNEX 14								
061-5050-053-120	Building/Grounds Maintenance	-	-	-	-	95	191	-
061-5050-053-230	Professional/Temp Services	636	636	636	700	159	318	700
061-5050-053-420	Utilities	815	697	601	750	262	632	750
061-5050-053-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		1,499	1,374	1,279	1,550	533	1,175	1,500
NEW HORIZONS, PHASE 2, ANNEX 16								
061-5050-054-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-054-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-054-420	Utilities	613	610	633	700	262	628	700
061-5050-054-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		613	610	633	700	262	628	700

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
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		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
WESTWOOD VILLAGE MOBILE HOME PARK, ANNEX 18								
061-5050-056-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-056-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-056-420	Utilities	239	224	221	300	93	223	300
061-5050-056-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		239	224	221	300	93	223	300
CASTLE WOODS, PHASE 1, ANNEX 19								
061-5050-057-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-057-420	Utilities	379	380	396	500	165	394	450
061-5050-057-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		379	380	396	500	165	394	450
DISTRICT 2, NORTH CREEK SUBDIVISION								
061-5050-058-010	Salaries, Regular	-	-	97	-	-	-	-
061-5050-058-090	Benefits	-	-	54	-	-	-	-
061-5050-058-120	Building/Grounds Maintenance	265	154	499	500	249	498	500
061-5050-058-230	Professional/Temp Services	3,120	3,792	4,874	5,000	2,419	5,645	5,600
061-5050-058-420	Utilities	1,954	1,815	1,650	1,800	1,286	2,168	2,000
061-5050-058-660	Other Expenses	-	41	42	100	17	34	50
TOTAL		5,339	5,801	7,217	7,400	3,971	8,345	8,150

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
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		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 3, NEW EXPRESSIONS, PHASE 1								
061-5050-059-030	Salaries, Overtime	-	75	-	-	-	-	-
061-5050-059-090	Benefits	-	34	-	-	-	-	-
061-5050-059-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-059-420	Utilities	368	372	391	450	162	388	450
061-5050-059-660	Other Expenses	48	-	-	-	-	-	-
TOTAL		416	482	391	450	162	388	450
DISTRICT 4, RIVER SPRINGS, PHASE 1								
061-5050-060-010	Salaries, Regular	-	64	49	-	-	-	-
061-5050-060-020	Salaries, Part-time	-	-	-	-	65	220	-
061-5050-060-090	Benefits	-	35	27	-	25	77	-
061-5050-060-120	Building/Grounds Maintenance	-	535	115	150	127	254	300
061-5050-060-230	Professional/Temp Services	438	438	438	500	109	219	500
061-5050-060-420	Utilities	1,626	1,495	1,623	1,750	675	1,526	1,750
061-5050-060-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		2,111	2,606	2,293	2,500	1,018	2,330	2,600
DISTRICT 5, CASTLE WOODS, PHASE 2								
061-5050-061-120	Building/Grounds Maintenance	-	100	-	-	-	-	-
061-5050-061-230	Professional/Temp Services	1,079	1,096	840	1,200	281	777	1,200
061-5050-061-420	Utilities	1,068	1,045	1,066	1,200	512	1,149	1,200
061-5050-061-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		2,195	2,282	1,948	2,500	810	1,960	2,450

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
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		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 6, CREEKVIEW SUBDIVISION								
061-5050-062-010	Salaries, Regular	-	-	97	-	-	-	-
061-5050-062-090	Benefits	-	-	54	-	-	-	-
061-5050-062-120	Building/Grounds Maintenance	283	107	387	500	227	455	500
061-5050-062-230	Professional/Temp Services	2,600	3,350	5,192	6,000	2,419	5,645	6,200
061-5050-062-420	Utilities	1,975	2,225	2,136	2,200	934	1,867	2,200
061-5050-062-660	Other Expenses	-	41	42	100	17	34	50
TOTAL		4,858	5,722	7,908	8,800	3,597	8,001	8,950
DISTRICT 7, FORD ESTATES, PHASE 1								
061-5050-063-010	Salaries, Regular	-	-	-	-	-	-	-
061-5050-063-020	Salaries, Part-time	-	-	-	-	39	223	-
061-5050-063-090	Benefits	-	-	-	-	15	76	-
061-5050-063-120	Building/Grounds Maintenance	-	-	-	-	95	191	100
061-5050-063-230	Professional/Temp Services	285	285	285	300	71	143	300
061-5050-063-420	Utilities	585	640	766	800	331	766	800
061-5050-063-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		917	966	1,093	1,200	569	1,432	1,250
DISTRICT 8, RIVER BREEZE SUBDIVISION								
061-5050-064-010	Salaries, Regular	-	-	49	-	-	-	-
061-5050-064-090	Benefits	-	-	27	-	-	-	-
061-5050-064-120	Building/Grounds Maintenance	-	-	87	-	-	-	-
061-5050-064-230	Professional/Temp Services	208	6,711	208	300	488	2,012	3,000
061-5050-064-420	Utilities	890	780	820	900	340	767	900
061-5050-064-660	Other Expenses	-	-	-	-	17	34	50
TOTAL		1,098	7,490	1,191	1,200	845	2,813	3,950

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
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		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 9, ORCHARD RIDGE, PHASE 3								
061-5050-065-120	Building/Grounds Maintenance	24	24	79	100	-	-	100
061-5050-065-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-065-420	Utilities	368	372	391	500	162	388	500
061-5050-065-660	Other Expenses	-	-	-	-	-	-	50
TOTAL		392	396	470	600	162	388	650
DISTRICT 10, ORCHARD RIDGE, PHASE 4								
061-5050-066-120	Building/Grounds Maintenance	-	-	26	-	-	-	-
061-5050-066-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-066-420	Utilities	147	149	156	250	65	155	250
061-5050-066-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		195	190	224	350	82	189	300
DISTRICT 11, ORCHARD RIDGE, PHASE 5								
061-5050-067-120	Building/Grounds Maintenance	-	-	52	-	-	-	-
061-5050-067-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-067-420	Utilities	516	522	547	650	227	543	650
061-5050-067-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		516	522	600	650	227	543	650

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
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		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 12, WESTWOOD ESTATES, PHASE 2								
061-5050-068-010	Salaries, Regular	-	-	73	-	-	-	-
061-5050-068-090	Benefits	-	-	41	-	-	-	-
061-5050-068-120	Building/Grounds Maintenance	86	161	306	400	1,108	1,528	1,000
061-5050-068-230	Professional/Temp Services	3,862	3,062	3,062	4,000	1,491	3,669	5,529
061-5050-068-420	Utilities	3,035	2,741	3,049	3,500	1,413	2,826	3,000
061-5050-068-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		7,031	6,005	6,573	8,000	4,030	8,057	9,579
DISTRICT 13, RIVER RANCH, PHASE 3								
061-5050-069-120	Building/Grounds Maintenance	-	-	-	100	-	-	-
061-5050-069-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-069-420	Utilities	306	306	318	350	132	316	400
061-5050-069-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		306	306	318	450	132	316	400
DISTRICT 14, RIVER SPRINGS, PHASE 2								
061-5050-070-120	Building/Grounds Maintenance	-	42	89	-	-	-	-
061-5050-070-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-070-420	Utilities	405	410	430	5,500	178	427	500
061-5050-070-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		405	452	519	5,500	178	427	500

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 15, MEADOWOOD, PHASE 1								
061-5050-071-120	Building/Grounds Maintenance	-	-	26	-	-	-	-
061-5050-071-230	Professional/Temp Services	-	-	219	300	-	-	300
061-5050-071-420	Utilities	3,735	3,174	3,120	4,200	3,042	5,192	4,500
061-5050-071-660	Other Expenses	-	41	42	100	17	34	50
TOTAL		3,735	3,215	3,407	4,600	3,059	5,226	4,850
DISTRICT 16, NEW EXPRESSIONS, PHASE 2								
061-5050-072-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-072-230	Professional/Temp Services	856	856	856	856	432	2,174	2,613
061-5050-072-420	Utilities	1,771	1,726	1,973	2,000	873	2,143	2,000
061-5050-072-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		2,627	2,582	2,829	2,856	1,305	4,317	4,613
DISTRICT 17, ORCHARD RIDGE, PHASE 6								
061-5050-073-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-073-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-073-420	Utilities	258	261	274	325	114	272	400
061-5050-073-660	Other Expenses	48	41	42	100	-	-	50
TOTAL		306	301	315	425	114	272	450

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 18, OHIO NORTH SUBDIVISION								
061-5050-074-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-074-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-074-420	Utilities	74	75	78	100	32	78	100
061-5050-074-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		121	115	120	200	50	112	150
DISTRICT 19, WILLIAMS RANCH, PHASE 1								
061-5050-075-010	Salaries, Regular	-	-	179	-	-	-	-
061-5050-075-020	Salaries, Part-time	-	-	78	-	-	-	-
061-5050-075-090	Benefits	-	-	139	-	-	-	-
061-5050-075-120	Building/Grounds Maintenance	16	24	209	300	-	-	-
061-5050-075-230	Professional/Temp Services	1,560	1,560	1,430	1,600	520	1,560	1,800
061-5050-075-420	Utilities	2,635	2,271	2,335	3,000	1,141	2,406	3,000
061-5050-075-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		4,259	3,895	4,412	5,000	1,678	4,000	4,850
DISTRICT 20, WEST VIEW PLACE SUBDIVISION								
061-5050-076-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-076-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-076-420	Utilities	150	151	157	200	65	156	200
061-5050-076-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		198	191	199	300	82	190	250

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
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		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 21, ORCHARD RIDGE, PHASE 7								
061-5050-077-010	Salaries, Regular	-	-	65	-	-	-	-
061-5050-077-020	Salaries, Part-time	-	-	26	-	-	-	-
061-5050-077-090	Benefits	-	-	50	-	-	-	-
061-5050-077-230	Professional/Temp Services	540	598	685	725	262	611	800
061-5050-077-420	Utilities	221	224	235	325	97	233	400
061-5050-077-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		808	862	1,103	1,150	376	878	1,250
DISTRICT 22, MEADOWOOD, PHASE 2								
061-5050-078-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-078-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-078-420	Utilities	731	728	756	800	314	752	800
061-5050-078-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		731	728	756	800	314	752	800
DISTRICT 23, RIVER VIEW, PHASE 3								
061-5050-079-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-079-420	Utilities	405	410	430	500	178	427	500
061-5050-079-660	Other Expenses	-	-	-	-	17	34	-
TOTAL		405	410	430	500	196	461	500

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
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		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 24, ORCHARD RIDGE, PHASE 8								
061-5050-080-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-080-230	Professional/Temp Services	539	598	635	650	262	610	700
061-5050-080-420	Utilities	2,253	2,469	2,241	2,600	1,430	2,743	3,000
061-5050-080-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		2,841	3,107	2,918	3,350	1,709	3,387	3,750
DISTRICT 25, CASAS BUENA VISTA								
061-5050-081-010	Salaries, Regular	-	619	374	-	392	587	-
061-5050-081-090	Benefits	-	338	211	-	236	354	-
061-5050-081-120	Building/Grounds Maintenance	-	2,324	5,875	4,000	58	476	3,500
061-5050-081-230	Professional/Temp Services	9,165	8,726	8,308	10,500	3,807	9,904	10,452
061-5050-081-420	Utilities	3,541	3,453	4,334	5,000	2,572	4,457	5,000
061-5050-081-660	Other Expenses	-	190	-	-	-	-	-
TOTAL		12,706	15,650	19,103	19,500	7,064	15,778	18,952
DISTRICT 26, ORCHARD RIDGE, PHASE 9								
061-5050-082-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-082-230	Professional/Temp Services	-	-	286	-	-	-	-
061-5050-082-420	Utilities	368	372	391	450	162	388	800
061-5050-082-660	Other Expenses	-	-	-	-	17	34	-
TOTAL		368	372	677	450	179	422	800

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EXPENDITURE BUDGET WORKSHEETS
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		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 27, NEW EXPRESSIONS, PHASE 3								
061-5050-083-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-083-420	Utilities	405	410	430	500	178	427	500
061-5050-083-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		405	410	430	500	178	427	500
DISTRICT 28, MEADOWOOD, PHASE 3								
061-5050-084-420	Utilities	985	984	1,025	1,200	425	1,017	1,200
061-5050-084-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		1,033	1,025	1,067	1,300	442	1,051	1,250
DISTRICT 29, RIVER SPRINGS, PHASE 3								
061-5050-085-120	Building/Grounds Maintenance	-	42	63	-	-	-	-
061-5050-085-420	Utilities	332	335	352	400	146	349	400
061-5050-085-660	Other Expenses	-	41	42	100	-	-	50
TOTAL		332	418	457	500	146	349	450
DISTRICT 30, SIERRA MEADOWS, PHASE 1								
061-5050-086-010	Salaries, Regular	-	-	49	-	-	-	-
061-5050-086-030	Salaries, Overtime	-	-	-	-	77	154	-
061-5050-086-090	Benefits	-	-	27	-	40	79	-
061-5050-086-120	Building/Grounds Maintenance	-	-	143	200	146	292	350
061-5050-086-230	Professional/Temp Services	3,932	3,932	3,932	3,932	1,733	3,863	4,000
061-5050-086-420	Utilities	5,110	5,812	7,069	7,000	2,963	5,226	7,000
061-5050-086-660	Other Expenses	48	41	42	50	17	34	50
TOTAL		9,090	9,784	11,262	11,182	4,976	9,648	11,400

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 31, WILLIAMS RANCH, PHASE 2 & 3								
061 5050-087-120	Building/Grounds Maintenance	16	51	-	100	-	-	100
061-5050-087-230	Professional/Temp Services	2,600	2,600	2,546	2,750	1,052	2,568	3,000
061-5050-087-420	Utilities	1,887	1,837	1,715	3,000	748	1,688	2,500
061-5050-087-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		4,551	4,528	4,303	5,950	1,816	4,290	5,650
DISTRICT 32, SUNRISE VILLA, PHASE 1								
061-5050-088-120	Building/Grounds Maintenance	-	-	-	-	59	119	-
061-5050-088-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-088-420	Utilities	479	484	508	625	211	505	650
061-5050-088-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		527	525	550	725	287	658	700
DISTRICT 33, NEW EXPRESSIONS, PHASE 4								
061-5050-089-120	Building/Grounds Maintenance	-	-	-	-	-	-	-
061-5050-089-420	Utilities	485	488	510	625	212	506	625
061-5050-089-660	Other Expenses	-	-	-	-	-	-	-
TOTAL		485	488	510	625	212	506	625

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 34, MEADOW BREEZE, PHASE 1								
061-5050-090-010	Salaries, Regular	-	-	131	-	-	-	-
061-5050-090-020	Salaries, Part-time	-	-	78	-	-	-	-
061-5050-090-090	Benefits	-	-	112	-	-	-	-
061-5050-090-120	Building/Grounds Maintenance	1,079	1,263	1,179	1,300	576	1,343	140
061-5050-090-420	Utilities	1,008	962	875	1,300	370	888	1,100
061-5050-090-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		2,135	2,265	2,416	2,700	963	2,265	1,290
DISTRICT 35, MEADOW BREEZE, PHASE 2								
061-5050-091-120	Building/Grounds Maintenance	1,079	1,263	1,179	1,500	576	1,081	1,500
061-5050-091-420	Utilities	332	335	352	500	146	349	500
061-5050-091-660	Other Expenses	48	41	-	100	17	34	50
TOTAL		1,458	1,638	1,531	2,100	739	1,464	2,050
DISTRICT 37, RIVERVIEW ESTATES, PHASE 4								
061-5050-093-010	Salaries, Regular	-	64	-	-	-	-	-
061-5050-093-090	Benefits	-	38	-	-	-	-	-
061-5050-093-120	Building/Grounds Maintenance	30	-	-	-	-	-	-
061-5050-093-420	Utilities	184	186	196	200	81	194	200
061-5050-093-660	Other Expenses	-	41	42	100	17	34	50
TOTAL		214	329	237	300	98	228	250

CITY OF PORTERVILLE
EXPENDITURE BUDGET WORKSHEETS
FISCAL YEAR 2021/22

		ACTUAL			BUDGET	ACTUAL		PROPOSED
		FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	Y-T-D DEC 20	PROJECTED FYE	21/22 BUDGET
DISTRICT 38, RANCH VICTORIA PHASE 1								
061-5050-094-120	Building/Grounds Maintenance	665	-	-	-	-	-	-
061-5050-094-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-094-420	Utilities	-	659	698	725	289	390	800
061-5050-094-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		712	700	739	825	306	424	850
DISTRICT 39, WILLIAMS RANCH PHASE 4								
061-5050-095-120	Building/Grounds Maintenance	51	-	-	-	-	-	-
061-5050-095-230	Professional/Temp Services	-	-	-	-	-	-	-
061-5050-095-420	Utilities	626	633	665	750	276	660	800
061-5050-095-660	Other Expenses	48	41	42	50	17	34	50
TOTAL		725	674	707	800	293	694	850
DISTRICT 40, AMALENE ESTATES								
061-5050-096-010	Salaries, Regular	-	448	301	-	174	348	-
061-5050-096-090	Benefits	-	246	170	-	105	209	-
061-5050-096-120	Building/Grounds Maintenance	-	-	99	100	-	-	-
061-5050-096-230	Professional/Temp Services	1,134	1,134	1,134	1,134	719	2,243	1,134
061-5050-096-420	Utilities	2,318	2,199	2,163	2,500	975	2,279	2,700
061-5050-096-660	Other Expenses	48	41	42	100	17	34	50
TOTAL		3,500	4,068	3,909	3,834	1,990	5,114	3,884
TOTAL LANDSCAPE MAINTENANCE DISTRICTS		147,795	158,751	167,154	202,429	76,737	170,484	192,995

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 - 2022**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>GENERAL GOVERNMENT</u>			
Animal shelter	89-9015	\$ 6,050,000	UNFUNDED
Entry "Welcome" signs		70,000	General Fund / Measure R-Reg
FD emergency response vehicle preemption retrofit		65,000	Measure I
FS #71 flagpoles		5,000	General Fund
FS #71 interior, dormitories improvements		40,000	GF Capital Improvement Fund
FS #71 roof repair		15,000	Equipment replacement fund
FS #72 facility improvements		60,000	GF Deferred Maintenance Fund
FS #72 microseal asphalt rehab		20,000	Equipment replacement fund
Information Technology Center painting		60,000	GF Deferred Maintenance Fund
Kiwanis parking with ramp	89-9028	20,000	General Fund carryover
PD evidence storage facilities	89-9031	131,500	Measure I
PD facility floor replacement		50,000	Asset forfeiture fund
PD generator	03-3095-73	50,000	Equipment replacement fund
TOTAL		\$ 6,636,500	

STREETS & SIGNALS

D St frontage improvements and utilities (animal shelter)	89-9181	\$ 400,000	LTF
Date Ave widening - 'H' to Jaye	89-9197	237,056	LTF
Grand Ave reconstruction - 4th to Plano	89-91106	1,166,134	Measure I / SB1 - RMRA
Grand Ave reconstruction - Plano to Leggett		250,000	MI
Granite Hills High School streets record of survey	89-9145	75,000	STP
Henderson Ave rehabilitation (Patsy to Balmaine)	89-91108	1,925,000	SB1 RMRA / Measure R
Henderson Ave rehabilitation (Balmaine to Westwood)		987,000	Measure R Local
Henry St improvements - street widening / CGS		400,000	LTF
Hillside development - standards & specifications	89-9124	76,367	LTF
Indiana Bridge	89-9125	30,343	General Fund carryover
Jaye Street Bridge - revegetation plan & monitoring		10,000	LTF
Lighted crosswalks - collector & arterial			
Morton at El Granito Street		100,000	Special gas tax
Morton at Kessing Street		100,000	Special gas tax
Main Street downtown reconstruction - design	89-91101	138,897	LTF
Main Street stormdrain improvements	89-91101	520,518	LTF
Miscellaneous alleys	89-9103	75,000	STP
Miscellaneous City-owned curb, gutter and sidewalk	89-9104	150,000	STP
Montgomery Ave reconstruction - Jaye to H	89-91105	832,855	Measure I
Morton Ave rehabilitation / reconstruction - design		150,000	Measure I
Newcomb - Olive to Porter Slough reconstruction	89-91104	2,529,825	LTF / SB 1 - RMRA
Newcomb concrete improvements - Putnam & Tomah		400,000	Measure I
Newcomb at Olive traffic signal	89-9156	618,017	STP / HSIP
Olive Ave bridge widening project (City/County)		555,000	HBP / STP
Parking lot - Main Street (JC Penney site)	89-9007	100,000	LTF
Parking lot - Hockett & Cleveland		100,000	LTF
Pavement mgt program citywide evaluation	89-9127	30,000	Measure I

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 - 2022**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
Plano Bridge - revegetation plan & monitoring	89-9135	10,000	LTF
Plano St rehabilitation - Vandalia to SR190		500,000	LTF
Porter Road at Olive Ave traffic signal		40,000	Special gas tax
Putnam Ave @ Elderwood curb, gutter, sidewalk		310,000	Measure R Local
Rapid flashing beacons - Elderwood @ BMS		45,000	Special gas tax
Rapid flashing beacons - Westfield and Villa		15,000	Special gas tax
Self performance streets program			
Cold mix overlay program	89-9101	1,000,000	STP / Measure R Local
Cold milling machine rental	89-9191	50,000	Special gas tax
AC pavement repair and overlay program (hot mix)	89-9138	500,000	Measure I
Public parking lots rehabilitation	89-9153	150,000	LTF
Sidewalk and ADA improvements		400,000	Measure I
Signs and signals upgrade (countdown timers)	89-9111	150,000	Special gas tax
SOTU specific plan connectivity			
Newcomb Bridge - Tule River to Hwy 190 connection	89-9178	220,000	LTF / Measure R - Reg
Prospect Bridge - Tule River to northerly frontage road		220,000	LTF / Measure R - Reg
Frontage road between Tule River & SR190 (northerly frontage)		220,000	LTF
Frontage road south of SR190 (Worth alignment)		220,000	LTF
Scranton/Westwood/West realignment		200,000	LTF
SR 190 corridor improvements between Westwood and Plano:			
SR 65 interchange		1,310,000	Measure R Regional
Main St intersection improvements		650,000	Measure R Regional
Plano St intersection - Plano & SR 190		1,570,000	Measure R Regional
Plano St intersection @ College Ave		1,080,000	Measure R Regional
Westwood St intersection		5,355,000	Measure R Regional
Street intersection safety evaluation	89-9105	5,000	STP
Union Ave reconstruction - Indiana to Jaye	89-91107	172,589	Measure I / LTF
Upgrade of signals to ITS technology		100,000	Special gas tax
Vandalia median island	89-9141	100,000	LTF
Villa St reconstruction - Olive to Henderson	89-91102	2,975,054	Measure I / LTF
Westfield @ Matthew - Burton traffic mitigation		45,875	Transportation impact fees
Westfield @ Westwood - Burton traffic mitigation		45,875	Transportation impact fees
Westwood St - Henderson to Westfield		435,000	COP
TOTAL		\$ 30,051,405	

STORM DRAIN

Flood plain management	89-9261	\$ 10,000	Developer Fees
Hockett St - Willow alignment to Porter Slough		250,000	Developer Fees
MS4 permit and compliance program	89-9274	85,000	General Fund
Main Street - Westfield pipe (Pond 15 to Pond 19)	89-9275	195,430	Developer Fees
Master plan payback	89-9208	144,086	Developer Fees
Master plan update	89-9258	125,000	Developer Fees
Newcomb - Olive to Porter Slough storm line	89-9277	888,200	Developer Fees
Pioneer ditch conversion		200,000	Developer Fees
Zalud Park storm drain upgrade	89-9229	235,838	Developer Fees
TOTAL		\$ 2,133,554	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 - 2022**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>PARKS AND LEISURE SERVICES</u>			
Butterfield Stage Corridor Improvements:			
W North Grand to Porterville College	89-91110	\$ 20,100	Measure R - Alt
Tule River Bridge		750,000	Measure R - Alt
Porterville College to Yates		50,000	Measure R - Alt
City Hall key card / security enhancement		5,000	Risk Management Fund
City hall ADA improvements	89-9453	200,000	Risk Management Fund
D St trail between Olive and Putnam		750,000	Measure R - Alt
Dog park	89-9407	350,000	UNFUNDED
Drought-tolerant exhibition garden	89-9450	150,000	Water replacement fund
Library - new facility - needs assessment		47,000	GF - insurance proceeds
Library - new facility - site selection and acquisition		500,000	GF - insurance proceeds
Library - temporary facility (50 W Olive Suite B)		1,220,000	GF - insurance proceeds
Multi-Sport field improvements			
Interim multi-use fields		1,457,790	CDBG
Restroom facilities and storage		300,000	Measure R - Alt
Murry Park pavilions 1 & 2 renovations		35,000	GF Deferred Maintenance Fund
Putnam property improvements (Henry St Community Ctr)	89-9499	75,000	GF - insurance proceeds
Rails to Trails Parkway improvements			
Date to Putnam		42,118	Measure R - Alt
Putnam to Morton		32,208	Measure R - Alt
Morton to Henderson		47,073	Measure R - Alt
Skateboard park lighting		178,000	Prop 68 grant
Sports complex lighting	89-9452	61,821	General Fund Reserve (CEQA mitigatic
Street median rehabilitation	89-9456	50,000	Measure I
Tule River Parkway, Phase I lighting and amenities		34,278	Measure R - Alt
Tule River Parkway, Phase II lighting and amenities		36,100	Measure R - Alt
Tule River Parkway, Phase III	89-9439	1,989,126	CMAQ / Measure R - Alt
Tule River Parkway, Phase III lighting and amenities		36,100	Measure R - Alt
Veteran's Park playground		275,000	Measure R - Alt
Veteran's Park Trail - paving and lighting		150,000	Measure R - Alt
Veteran's Park Trail amenities		150,000	Measure R - Alt
TOTAL		\$ 8,991,714	

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 - 2022**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
<u>SEWER</u>			
Annexation sewer projects:			
Area 1 (456A & 457) - Poplar/Brown/Wisconsin/Jaye		\$ 1,200,000	Sewer bond proceeds
Annexation 475 - Westfield / Jaye Area		2,602,000	Sewer bond proceeds
Annexation 478 - Cobb / Dogwood Area		2,805,000	Sewer bond proceeds
Annexation 479 - Roby Island Area		2,681,018	Sewer bond proceeds
Miscellaneous City Areas		1,470,000	Sewer bond proceeds
Henry St improvements (6" sewer main)		50,000	Sewer revolving fund
Lift station upgrade	89-9645	100,000	Sewer revolving fund
Lift station #11 remediation (Henderson Ave rehab)		150,000	Sewer revolving fund
Master plan payback	89-9604	323,009	Developer Fees
Master plan update	89-9660	125,000	Developer Fees
Matthew St capacity analysis - LS #11	89-9633	15,000	Developer Fees
Newcomb - North of Mulberry pump upgrade (LS#3)	89-9634	50,000	Developer Fees
Newcomb - W North Grand pump upgrade (LS#4)	89-9653	35,000	Developer Fees
Newcomb - Olive to Porter Slough 30" sewer line		1,000,000	Sewer revolving fund
Villa reconstruction - Olive to Henderson		1,000,000	Sewer revolving fund
TOTAL		\$ <u>13,606,027</u>	
<u>WATER</u>			
Downtown pipe replacement program		\$ 150,000	Water replacement fund
East Porterville water infrastructure - Phase 2			
Booster pumps 1 & 2 upgrade - property acquisition	89-9745	100,000	Water replacement Fund
Hillcrest water main replacement		50,000	Water replacement Fund
Well #34 (Akin)	89-9749	3,500,000	SWRCB grant
Well #35 (Westwood at FKC)	89-9746	1,954,656	SWRCB grant
Electrical upgrades for water facilities		400,000	Water replacement fund
Grand Ave - 4th St to Henrahan - 6" line		200,000	Water replacement Fund
Henderson Ave rehab (Patsy to Balmayne) - relocation of PRV station		35,000	Water replacement Fund
Henry St improvements (6" water main)		100,000	Water replacement Fund
Integrated Regional Water Mgt Plan & implementation		25,000	Water replacement Fund
Martin Hill 3MG tank booster pump upgrade (VFD)		350,000	Water replacement Fund
Master plan payback	89-9768	385,244	Developer Fees
Master plan update	89-9703	125,000	Developer Fees
Matthew St - Henderson to Monache - pipe Porter SI ditch		250,000	Water replacement Fund
Newcomb - Olive to Porter Slough/water line replacement	89-9704	1,523,352	Water replacement Fund
Putnam water line replacement		195,000	Water replacement Fund
Rehabilitate wells	89-9736	150,000	Water replacement fund
SCADA (Supervisory Control and Data Acquisition) sytem		2,500,000	ARPA
SGMA compliance			
Alternative water capacity sources		1,000,000	Water replacement Fund
Coordination agreement and administration	89-9748	50,000	Water replacement Fund
Eastern Tule GSA/JPA local governance	89-9748	70,000	Water replacement Fund

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 - 2022**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
SGMA Recharge program			
DR#23 - Center Basin	89-9733	758,977	Water replacement Fund
DR#28 - S Jaye St		1,135,000	Water replacement Fund
DR#30 - Airport system		14,000,000	Water COP
North recharge basin - NW of FKC, W of Westwood	89-9734	1,010,911	Water replacement Fund
South recharge basin - FKC under Tule River	89-9732	1,947,125	Water replacement Fund
Stormwater capture and recharge		680,000	Water replacement Fund
Tule River/Jaye St dual-recharge basin and infras impr		975,000	Water replacement Fund
Storage reservoir rehabilitation program			
Airport 300k water tank cathodic protection		50,000	Water replacement fund
East Porterville 3MG tank cathodic protection	89-9791	60,000	Water replacement fund
Highland 305K tank cathodic protection		50,000	Water replacement Fund
Scenic Heights tank coating and repair	89-9790	500,000	Water replacement fund
Scenic Heights tank overflow	89-9790	150,000	Water replacement fund
Success Reservoir enlargement project	89-9048	175,000	Water replacement fund
Tertiary treatment plant - satellite plant	89-97100	15,000,000	Water COPs
Tule River JPA administration	89-9046	15,000	Water replacement fund
Tule River/Porter Slough clearing	89-9038	35,000	Water replacement fund
Urban Water Management Plan - 2020 Update	89-9769	75,000	Water replacement fund
Villa reconstruction - Olive to Henderson (incl storm line)		3,000,000	Water replacement fund
Water capacity program			
Well #36-acquisition & drilling (SEC of Henderson & FKC)	87-9747	1,800,000	Developer Fees
Well #37 - includes piping (Tule River)		2,400,000	SWRCB
Water infrastructure review	89-9798	17,500	Water replacement fund
Water meter radio read replacement project:			
Citywide meter replacement	89-9760	480,000	Water replacement Fund
Water meter fixed network data collector	89-9760	3,000,000	ARPA
TOTAL		\$ 60,427,765	

WASTEWATER TREATMENT FACILITY

Biosolids hauling		\$ 175,000	WWTF reserve fund
Canopy for dewatering equipment	89-9626	24,928	WWTF reserve fund
Digesters #2 and #3 repairs (incl wastegas flare repl/piping)	89-9622	2,425,277	WWTF reserve fund
Digesters #1 and #4 repairs		325,000	WWTF reserve fund
Digester cleaning, coating and piping replacement	89-9642	90,000	WWTF reserve fund
Effluent outfall pump maintenance		120,000	WWTF reserve fund
Emergency generator (200kw)		150,000	WWTF reserve fund
Manhole 10A inspection / repair	89-9667	99,760	WWTF reserve fund
Office building repair	89-9678	280,000	WWTF reserve fund
Plant #2 evaluation and repairs		150,000	WWTF reserve fund
Reclamation area pipeline installation		150,000	WWTF reserve fund
Septic station retrofit	89-9648	70,000	WWTF reserve fund

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021 - 2022**

CAPITAL PROJECTS

PROJECT	ACCOUNT NUMBER	REQUIRED AMOUNTS	FUNDING SOURCE
Tertiary treatment plant - corporation yard	89-9672	1,300,000	WWTF reserve fund
Treatment water filling station		120,000	WWTF reserve fund
WAS pump replacement		300,000	WWTF reserve fund
Wastewater needs assessment and master plan	89-9654	60,000	WWTF reserve fund
TOTAL		\$ 5,839,965	

TRANSIT

Bus maintenance facility (Prospect St)			
Facility improvements		\$ 500,000	FTA grant / LTF
Renewable energy - solar improvements		1,000,000	FTA grant / LTF
Security improvements		500,000	FTA grant / LTF
Electric buses		2,748,000	CMAQ / LTF
Electric vehicle charging stations (public access)		80,000	Air District
HOPE planning microgrid & energy storage		300,000	FTA grant / LTF
Multi-modal corridor rail ROW improvements		60,000	FTA grant / LTF
Transit center improvements - exterior and lobby		75,000	FTA grant / LTF
Transit signal preemption	89-9305	500,000	FTA grant / LTF
Zero-emission vehicle program administration	89-9312	100,000	CARB
Zero-emission infrastructure - corp yard	89-9310	3,714,050	FTA grant / LTF / Air District
TOTAL		\$ 9,577,050	

AIRPORT

Rehab parallel and connecting taxiways	89-9968	\$ 286,500	FAA / Airport Development Fund
Restaurant painting - interior and exterior		30,000	Airport Operating Fund
Restaurant restrooms renovation/hazard abatement	89-9962	70,000	Airport Operating Fund
Restaurant parking lot rehabilitation	89-9964	50,000	Airport Operating Fund
		\$ 436,500	

MISCELLANEOUS

Technology upgrades:			
Conference rooms equipment		\$ 30,000	American Rescue Plan Act grant
Fiber upgrade - blockhouse to City Hall		10,000	American Rescue Plan Act grant
Field Services campus fiber connection		100,000	American Rescue Plan Act grant
Field Services to City Hall connection		650,000	American Rescue Plan Act grant
Public Safety Building to City Hall connection		800,000	American Rescue Plan Act grant
Transfer station concrete pad (green waste)		250,000	Solid Waste reserve fund
Transfer station cover		125,000	Solid Waste reserve fund
Weed abatement - City ROWs and property		50,000	LTF
		\$ 2,015,000	

TOTAL PROJECTS \$ 139,715,480

CAPITAL IMPROVEMENT STRATEGIES - FUNDING SUMMARY FISCAL YEAR 2021/2022

FUNDING SOURCE	21/22
General Fund (GF)	\$130,000
General Fund Reserve Capital Improvement (GFRCI)	\$100,000
General Fund Reserve Deferred Maintenance (GFRDM)	\$155,000
General Fund Carryover (GF CO)	\$50,343
General Fund - Donations (GF Donations)	\$0
Air District	\$709,177
Air Resources Board (CARB)	\$100,000
Airport Operating Fund (AOF)	\$166,500
Alternative Transportation Program Grant (ATP)	\$0
American Rescue Plan Act (ARPA)	\$7,090,000
Asset Forfeitures	\$50,000
Building Construction Fund (BCF)	\$0
California Division of Aeronautics (CA Div of Aero)	\$0
CEQA Mitigation	\$61,821
Certificates of Participation (COP)	\$29,435,000
Community Development Block Grant (CDBG)	\$1,457,790
Congestion Mitigation and Air Quality Grant (CMAQ)	\$3,894,615
Department of Water Resources (DWR)	\$0
Equipment Replacement Fund (ERF)	\$100,000
Equipment Replacement - Measure H Funds (ERF(H))	\$0
Federal Aviation Admin. Airport Improvement Program Grant (FAA/AIP)	\$270,000
Federal Transit Authority (FTA)	\$4,860,000
Highway Bridge Program (HBP)	\$500,000
Highway Safety Improvement Program (HSIP)	\$327,420
Homeland Security Grant (HSG)	\$0
Local Transportation Funds (LTF)	\$4,954,315
Local Transportation Funds - Transit (LTF Transit)	\$1,852,873
Measure H (MH)	\$0
Measure I (MI)	\$6,125,490
Measure R - Alternative Transportation (Measure R AT)	\$2,822,488
Measure R - Local (Measure R Local)	\$3,063,985
Measure R - Regional (Measure R Reg)	\$10,375,000
Measure R - Transit	\$0
Proposition 68 (Prop 68)	\$178,000
Risk Management (RM)	\$205,000
Risk Management Insurance (RM Insurance)	\$1,842,000
Road Repair and Accountability Act (SB1)	\$2,627,990
Sewer Bond Refinance (Sewer Bond Refi)	\$10,758,018
Sewer Developer Fees (Sewer DF)	\$548,009
Sewer Revolving Fund (SRF)	\$2,300,000
Solid Waste Reserve (SW Reserve)	\$375,000
Special Gas Tax (SGT)	\$600,000
Storm Drain - Developer Fees (Storm Dr DF)	\$900,354
Storm Drain Reserve (Storm Drain Res)	\$1,148,200
Surface Transportation Program (STP)	\$1,326,612
State Water Resources Control Board (SWRCB)	\$7,854,656
Traffic Impact Fees (TIF)	\$91,750
Tulare Council of Associated Governments Grant (TCAG Grant)	\$0
Wastewater Treatment Facility Impact Fees (WWTFIF)	\$0
Wastewater Treatment Facility Reserve (WWTFR)	\$5,839,965
Water - Developer Fees (Water DF)	\$2,310,244
Water Replacement Fund (WRF)	\$15,912,865
Unfunded Projects	\$6,400,000
TOTALS	\$139,870,480

Council Priority Projects: (Current FY allocations)

Street Improvement Projects-	
Grand Avenue Construction (4th to Plano)	\$1,366,134.00
Henderson Rehabilitation (Westwood to Patsy)	\$3,097,000
Main Street Reconstruction (Olive to Morton Avenue)	\$659,415
Morton Avenue Rehab/Reconstruction (Westwood to Plano)	\$150,000.00
Newcomb Street Improvements (Olive to Porter Slough)	\$6,341,377.00
Union Avenue Improvements (Indiana to Jaye Street)	\$172,589.00
Villa Street Improvements (Olive to Henderson Avenue)	\$6,975,054.00
Westwood Street Bridge Widening	\$0.00
Animal Shelter - 185 N. D Street	\$7,550,000.00
Community Recreation Center	\$0.00
Drought Tolerant Exhibition Garden	\$150,000
Henry Street Park Improvements	\$75,000
Library - Temporary Facility	\$1,220,000
Library - New Facility	\$547,000
Main Street Parking Lot	\$100,000
Skate Board Park Lighting	\$178,000
SOTU Conceptual Plan, including circulation planning	\$1,080,000
Tertiary Treatment Facility Studies	\$0
Welcome Signage	\$70,000
	\$29,731,569

General Fund Carry Over:

Indiana Bridge Alignment Plan	\$30,343
ADA Transition Plan - parking @ Kiwanis bldg	\$20,000
	\$50,343

General Fund Projects:

Retail Development Strategy	\$40,000
Storm Drainage (MS4) Permit Fees	\$35,000
Fire Department Station Maintenance	\$45,000
Welcome Signage	\$70,000
	\$190,000

Casino Relocation Partnership Efforts:

DR #30 (near Casino) dual recharge basin
Casino JPA Tertiary Project

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL STREET PROGRAMS:											
Annual Sidewalk and ADA Improvements	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	MI
Alleys	\$75,000										STP
Curb, Gutter and sidewalk maintenance	\$150,000										STP
Corporation Yard Parking lots Rehab		\$180,000									WRF
		\$60,000									SRF
		\$60,000									SW Reserve
GHHS Streets Record of Survey	\$75,000										STP
Rock Crushing and Screening		\$60,000					\$70,000				STP
MICROSURFACING & REHAB PROJECTS											
Date Avenue											
Plano to Park Street (1080')		\$75,000									Measure R Local
Henderson Avenue											
Main Street to Second Street (1440')		\$200,000									Measure R Local
Indiana Street											
Vandalia Ave to Springville Ave (1080')			\$67,000								Measure R Local
Main Street											
Date Ave to 1/4 mile South of College Ave (5280')		\$375,000									Measure R Local
Mathew Street											
Westfield Ave to Castle Ave (2800')		\$230,000									Measure R Local
Newcomb Street											
Westfield Ave to Castle Ave (2640')			\$430,000								Unfunded
Scranton Ave to 600 feet North of Scranton Ave			\$35,000								Measure R Local
W North Grand Avenue											
Newcomb St to N Main St					\$1,000,000						Measure R Local
Plano Street											
Westfield Ave to 1/4 mile N of Westfield Ave		\$43,000									Measure R Local
Scranton Avenue											
Indiana St to SR 65				\$40,000							Unfunded
Springville Avenue											
Jaye Street to E Street (1700')				\$110,000							Unfunded
Vandalia Avenue											
Indiana Street to Jaye Street (1400')		\$100,000									Unfunded
Villa Street											
Theta Avenue to Mulberry Avenue (750')				\$70,000							Unfunded
Westfield Avenue											
Westwood St to Mathew St (2640')				\$150,000							Unfunded
SR 65 to Indiana Street (1080')				\$75,000							Unfunded
Westwood Street											
Scranton Ave to 1/4 mile N of Scranton (1320')				\$100,000							Unfunded
Total	\$0	\$1,023,000	\$532,000								
SELF PERFORMANCE STREETS PROGRAM											
Cold-mix Overlay Program	\$676,015	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	\$600,000	STP
	\$323,985										Measure R Local
Cold Milling Machine Rental	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	SGT
AC Pavement Repair and Overlay Program	\$500,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	MI
Public Parking Lot & Street Median Rehabilitation	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	LTF
	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	MI

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Pavement Management Program											
Citywide Evaluation				\$100,000							MI
Implementation & Maintenance	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	MI
CITY PARKING LOTS:											
DOWNTOWN PARKING LOTS											
Main Street Parking Lot	\$100,000		\$900,000								LTF
Hockett & Cleveland Parking Lot	\$100,000	\$500,000									LTF
BRIDGES:											
Indiana Bridge											
Alignment Plan	\$30,343										GF CO
Design, Environmental & Land Acquisition										\$1,100,000	Unfunded
South Connection										\$176,000	Unfunded
North Connection										\$100,000	Unfunded
Construction Cross Tule River										\$7,500,000	Unfunded
Jaye Street Bridge Project											
Revegetation Plan & Monitoring	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000						LTF
Olive Ave Bridge Widening Project - City/County Partnership											
Preliminary Design and Scoping (Federal funds)	\$500,000										HBP
11% City Match	\$55,000										STP
Plano Bridge Project											
Revegetation Plan & Monitoring	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000						LTF
SOTU Specific Plan Connectivity											
Newcomb Bridge - Tule River to Hwy 190 Connection											
Alignment Plan	\$20,000										LTF
Preliminary Design and Environmental	\$200,000										Measure R Reg
Design & Land Acquisition		\$500,000	\$600,000	\$300,000							Unfunded
Newcomb - Tule River/SR 190 (4 lanes)					\$1,220,000						Unfunded
Bridge Construction					\$10,000,000						Unfunded
SR 190 Connection Improvements											
Roundabout at Newcomb					\$7,000,000						Measure R Reg
Prospect Bridge - Tule River to northerly frontage road											
Alignment Plan	\$20,000										LTF
Preliminary Design and Environmental	\$200,000										Measure R Reg
Design & Land Acquisition		\$500,000	\$600,000	\$300,000							Unfunded
Bridge Construction					\$10,000,000						Unfunded
Frontage road btwn Tule River and SR 190 (northerly frontage)											
Alignment Plan	\$20,000										LTF
Preliminary Design and Environmental	\$200,000										LTF
Design & Land Acquisition		\$500,000	\$600,000	\$300,000							Unfunded
Frontage road south of SR 190 (Worth Alignment)											
Alignment Plan	\$20,000										LTF
Preliminary Design and Environmental	\$200,000										LTF
Design & Land Acquisition		\$500,000	\$600,000	\$300,000							Unfunded
Scranton/Westwood/West Realignment to accommodate Airport Runway Shift											
Design and Environmental	\$200,000										LTF
Land Acquisition		\$500,000	\$600,000	\$300,000							Unfunded
Construction											Unfunded

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Westwood Bridge											
Design, Environmental & Land Acquisition										\$1,100,000	Unfunded
Bridge Construction Cross Tule River										\$10,000,000	Unfunded
STREETS:											
Date Avenue Widening - "H" to Jaye											
Topo, Design (CEQA included)	\$37,056										LTF
ROW Acquisition	\$200,000										LTF
Construction		\$150,000									Unfunded
Fourth Street Improvements											
Grand Avenue to 200' north of Gibson					\$200,000						LTF
Water Main Replacement - Fourth St: Henderson to Morton					\$400,000						WRF
Gibbons Avenue Street Reconstruction											
Phase 1 - Jaye to Indiana											
Gibbons - Main to Indiana (Right of Way)		\$100,000									LTF
Gibbons - Design and Construction						\$525,000					Unfunded
Gibbons - Storm Drain - Jaye to Indiana						\$200,000					Unfunded
Phase 2 - Main to Jaye											
Gibbons - Storm Drain - Jaye to Main						\$200,000					Unfunded
Gibbons - Main to Jaye						\$1,000,000					Unfunded
Grand Avenue Reconstruction - 4th to Plano											
Design connection between 4th & Plano (includes lighted crosswalk @ Rails to Trails)	\$166,134										MI
6" line from 4th Street to 380' east of Henrahan	\$200,000										WRF
Grand Avenue - Construction Henrahan to Plano Street	\$1,000,000										SB1
Grand Avenue Reconstruction - Plano to Leggett											
Design	\$250,000										MI
Grand Avenue - Construction Plano to Leggett Street				\$1,520,000							Unfunded
Grand Avenue Improvements											
Grand - E St (Zalud Park) to Porter Road		\$427,000	\$441,000								Unfunded
Grand - E St (Zalud Park) to Porter Road		\$454,000	\$469,000								Unfunded
Grand - G St to Porter Road		\$443,000	\$458,000								Unfunded
Grand Ave. Line - Water (Villa to Zalud Park)		\$221,000									Unfunded
Grand Ave. ext. - W/o Prospect to Prospect - Pipe					\$201,000						Unfunded
Grand Ave. - Treatment Plant to W/o Prospect - Pipe					\$141,000						Unfunded
Grand Ave. - Prospect St. to SR 65 - Pipe			\$341,000								Unfunded
Henderson Ave. Rehabilitation (Patsy to Balmayne)											
Design Improvements	\$25,000										Measure R Local
Construction	\$482,000										SB1
	\$1,268,000										Measure R Local
ADA Improvements	\$150,000										Measure R Local
Potential Lift Station #11 Remediation	\$150,000										SRF
Relocation of PRV Station	\$35,000										WRF

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Henderson Ave. Rehabilitation (Balmayne to Westwood)											
Design Improvements - Overlay	\$37,000										Measure R Local
Construction	\$850,000										Measure R Local
ADA Improvements	\$100,000										Measure R Local
Henry Street Improvements (Putnam to Cleveland, and Cleveland east to Sierra Vista)											
6" Water main (Henry from Putnam to Thurman, and Cleveland from Henry to Sierra Vista) Includes PRV	\$100,000										WRF
6" Sewer main (Sierra Vista midblock to Putnam)	\$50,000										SRF
Street widening, CGS (Henry from Putnam to Cleveland, and Cleveland from Henry to Sierra Vista)	\$400,000										LTF
Hillcrest - Morton, north 1/2 mile			\$1,980,000								MI
Leggett - Grand to Henderson Avenue								\$1,690,000			Unfunded
Leggett - Morton to Putnam						\$2,000,000					Unfunded
Lime Street											
RR to Reid (Construction)									\$1,400,000		Unfunded
Main Street											
Downtown Reconstruction											
Design	\$138,897										LTF
Phase I - Stormdrain Improvements (DI's & pipelines)	\$520,518										LTF
Phase II - Morton to Putnam Reconstruction		\$1,000,000									LTF
Phase III - Putnam to Olive Reconstruction			\$1,000,000								LTF
Phase IV - Intersection Improvements				\$300,000							Measure R Local
Main - Henderson to 300 ft. N of Westfield					\$1,933,000						Unfunded
Mathew Street Reconstruction Project											
Henderson to Monache Avenue Recons. (ROW)						\$25,000					Unfunded
Henderson to Monache Avenue Recons. (Design)						\$50,000					Unfunded
Henderson to Monache Avenue Recons. (Recon)						\$738,000					Unfunded
Henderson to Monache - Pipe Porter Slough ditch	\$250,000										WRF
Montgomery Avenue Reconstruction Project - Jaye to "H"											
Design	\$82,855										MI
Construction	\$750,000										MI
Morton Avenue Rehabilitation/Reconstruction Project:											
Design	\$150,000	\$150,000									MI
Division to Plano			\$1,750,000								Unfunded
Water line replacement			\$325,000								WRF
Sewer line replacement			\$250,000								SRF
Recycled Water line			\$325,000								WRF
Conley to Division				\$1,600,000							Unfunded
Water line replacement				\$383,000							WRF
Sewer line replacement				\$294,000							SRF
Recycled Water line				\$383,000							WRF
Indiana to Conley					\$1,450,000						Unfunded
Water line replacement					\$346,000						WRF
Sewer line replacement					\$266,000						SRF
Recycled Water line					\$346,000						WRF

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Prospect to Indiana						\$1,450,000					Unfunded
Water line replacement						\$346,000					WRF
Sewer line replacement						\$266,000					SRF
Recycled Water line						\$346,000					WRF
Mathew to Prospect							\$2,900,000				Unfunded
Water line replacement (Newcomb to Prospect)							\$350,000				WRF
Sewer line replacement (Newcomb to Prospect)							\$270,000				SRF
Recycled Water line							\$350,000				WRF
Westwood to Mathew								\$1,470,000			Unfunded
Lift Station #9 Upgrade and forced main								\$800,000			SRF
Recycled Water line								\$350,000			WRF
Mulberry - Lime/Williford Rehabilitation						\$1,000,000					Unfunded
Newcomb St Rehabilitation Project											
Newcomb - Henderson to North Grand				\$3,625,000							Unfunded
Newcomb - Henderson to Westfield - Pipe		\$157,000									Unfunded
Newcomb - W North Grand Pump Upgrade (LS4)	\$35,000										Sewer DF
Newcomb - N of Mulberry - Pump Upgrade (LS3)	\$50,000										Sewer DF
Newcomb - Olive to Porter Slough Reconstruction Project											
Street Reconstruction	\$1,383,835										LTF
	\$1,145,990										SB1
Concrete Improvements Putnam and Tomah Avenues	\$400,000										MI
Water line replacement	\$761,676										WRF
Storm line installation	\$888,200										Storm Dr Res
Replace 30" Sewer line	\$1,000,000										SRF
Recycled Water line	\$761,676										WRF
Total	\$6,341,377										
Olive Avenue Gateway Improvements											
Rehabilitation between city limit and Westwood, incl new monument sign and landscaped medians					\$15,000,000						STP
Plano Street Rehabilitation Project											
Vandalia to SR 190 (Caltrans ROW - HQ approval req)	\$500,000										LTF
Plano - Henderson to Mulberry				\$750,000							Unfunded
Prospect Street Rehabilitation Project											
Prospect - Olive to Morton Reconstruction			\$1,300,000								Unfunded
Prospect - Olive to Morton Water line			\$225,000								Unfunded
Putnam Avenue Slough Crossing - East of Jaye Street at Putnam and Kessing, across from SVMC parking lot											
Construction of bridge with roundabout							\$3,000,000				LTF
Putnam Avenue at Elderwood Curb/Gutter/Sidewalk for pedestrian connectivity to Westwood @ Thurman											
Property acquisition	\$150,000										Measure R Local
Design	\$80,000										Measure R Local
Environmental	\$80,000										Measure R Local
Construction		\$494,000									ATP
		\$300,000									Unfunded

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
SR 65 Corridor Improvements											
SR 65 Frontage Road - West North Grand to Linda Vista										\$1,000,000	Unfunded
SR 65 Frontage Road - Pioneer to West North Grand										\$750,000	Unfunded
SR 190 Corridor Improvements											
*Riverwalk Marketplace Commercial Center Mitigation Projects - Phase II											
SR 65 Interchange: Construct westbound auxillary lane from Jaye Street to SR65 onramp*											
Design	\$1,310,000										Measure R Reg
Property Acquisition				\$500,000							Measure R Reg
Construction							\$3,300,000				Measure R Reg
Main Street Intersection Improvements: Construct intersection improvements at Main St off-ramp terminal*											
Design	\$650,000										Measure R Reg
Property Acquisition				\$300,000							Measure R Reg
Construction							\$1,710,000				Measure R Reg
Plano Street Intersection: Reconstruct Plano St/SR 190 Intersection to accommodate a dual lane roundabout with bypass lanes.											
Design	\$1,570,000										Measure R Reg
Property Acquisition				\$600,000							Measure R Reg
Construction				\$4,200,000							Measure R Reg
Plano Street Intersection @ College Ave: Reconstruct intersection to accommodate a single lane roundabout											
Design	\$1,080,000										Measure R Reg
Property Acquisition				\$410,000							Measure R Reg
Construction				\$2,800,000							Measure R Reg
Westwood Street Intersection: Construct single lane hybrid roundabout @ Westwood Street											
Design	\$1,180,000										Measure R Reg
Property Acquisition	\$475,000										Measure R Reg
Construction	\$3,700,000										Measure R Reg
Newcomb Street Intersection: New SR 190 access @ Newcomb Street alignment. Construct four lane roadway from Tule River to SR190, including intersection improvments which may include an overpass											
Design						\$2,000,000					Unfunded
Construction									\$25,300,000		Measure R Reg
Newcomb Street Rehabilitation: Teapot Dome to SR 190 (4 lanes)											
Design						\$500,000					Unfunded
Construction									\$6,800,000		Measure R Reg
Westwood St. Rehabilitation: Scranton to SR 190											
Design					\$500,000						Unfunded
Environmental & ROW acquisition					\$500,000						Measure R Reg
Construction						\$1,900,000					Measure R Reg
Conversion to Expressway btwn Westwood and SR 65											
Design						\$1,000,000					Unfunded
Construction									\$8,700,000		Measure R Reg
Frontage Streets and local connectivity between Westwood and SR 65											
Prospect St - Poplar to Worth Avenue, incl. Poplar Ditch crossing											
Design					\$350,000						Measure R Reg
Environmental & ROW acquisition					\$500,000						Measure R Reg
Construction						\$1,250,000					Measure R Reg
Worth Avenue - Prospect to Newcomb											
Design							\$350,000				Measure R Reg
Environmental & ROW acquisition							\$500,000				Measure R Reg
Construction								\$1,400,000			Measure R Reg

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Worth Avenue - Newcomb to Westwood											
Design									\$500,000		Measure R Reg
Environmental & ROW acquisition									\$750,000		Measure R Reg
Construction										\$2,650,000	Measure R Reg
Total	\$9,965,000	\$0	\$0	\$8,810,000	\$1,850,000	\$6,650,000	\$5,860,000	\$1,400,000	\$42,050,000	\$2,650,000	
Scranton Avenue - SR 65 to West Street (2 lanes)											
									\$5,300,000		Unfunded
Teapot Dome Rehabilitation Project											
Teapot Dome - West St to Newcomb (4 lanes)									\$4,960,000		Unfunded
Teapot Dome - Newcomb St. to SR 65										\$1,600,000	Unfunded
Union Avenue Reconstruction Indiana Street to Jaye Street											
Environmental	\$44,235										MI
Design	\$83,354										LTF
ROW Acquisition	\$45,000	\$300,000									MI
Utility Relocation			\$300,000								Unfunded
Construction				\$1,500,000							Unfunded
Cottage Street and Union Ave. Meter Project				\$100,000							WRF
Construction Management				\$225,000							Unfunded
Vandalia Median Island Project (Jaye St.)	\$100,000										LTF
Villa Olive to Henderson - Reconstruction (including Porter Slough Crossing)											
Environmental	\$80,766										MI
Design	\$14,288										LTF
ROW Acquisition & Easements	\$100,000										MI
Utility Relocation	\$100,000										MI
Water line replacement	\$1,000,000										WRF
Sewer line replacement	\$1,000,000										SRF
Storm line installation	\$1,000,000										WRF
Recycled Water line	\$1,000,000										WRF
Construction - Street Reconstruction	\$2,500,000										MI
Construction Management - Street Reconstruction	\$180,000										MI
Construction - Slough Crossing		\$850,000									MI
Construction Management - Slough Crossing		\$127,500									MI
Total	\$6,975,054	\$977,500									
Villa Westfield to ~650 N of Mulberry - Construction											
Environmental		\$75,000									MI
Design		\$130,000									MI
ROW Acquisition & Easements		\$350,000									MI
Water line			\$65,000								WRF
Sewer line			\$65,000								SRF
Storm line			\$65,000								Storm Dr Res
Construction			\$600,000								MI
Construction Management			\$60,000								MI
Total		\$555,000	\$855,000								
Westwood St. - Partial Reconstruction Project - Henderson Ave. to Westfield Including Porter Slough Crossing											
Environmental	\$75,000										COP
Design	\$185,000										COP
ROW Acquisition & Easements	\$175,000										COP
Construction		\$1,500,000									LTF
Construction of bridge			\$900,000								LTF
Construction		\$150,000									SRF

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - BRIDGES & STREETS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Construction		\$150,000									WRF
Construction		\$50,000									Storm Dr DF
Construction Management		\$150,000	\$100,000								LTF
White Chapel - Westwood to western City Limits						\$800,000					Unfunded
Worth - Plano to Martin Hill Tank				\$3,000,000							Unfunded
Worth - City limits fronting PDC					\$2,620,000						Unfunded
BRIDGES AND STREETS FY 21/22 TOTAL	\$36,641,823										

Street Projects
Storm Drain Projects
Sewer Projects
Water Projects

SUMMARY OF BRIDGES AND STREETS FUNDING			
General Fund (GF)	\$0	Road Repair & Accountability Act Funds (SB1)	\$2,627,990
General Fund Carryover (GF CO)	\$30,343	Sewer Bond Refinance (Sewer Bond Refi)	\$0
Highway Bridge Program (HBP)	\$500,000	Sewer Developer Fees (Sewer DF)	\$85,000
Highway Safety Improvement Program (HSIP)	\$0	Sewer Revolving Fund (SRF)	\$2,200,000
Local Transportation Funds (LTF)	\$4,427,948	Special Gas Tax (SGT)	\$50,000
Measure I (MI)	\$5,828,990	Storm Drain - Developer Fees (Storm Dr DF)	\$0
Measure R - Alternative Transportation (Measure R AT)	\$0	Storm Drain Reserve (Storm Dr Reserve)	\$888,200
Measure R - Local (Measure R Local)	\$3,063,985	Surface Transportation Program (STP)	\$1,031,015
Measure R - Regional (Measure R Reg)	\$10,365,000	Water - Developer Fees (Water DF)	\$0
SWRCB Loan/Grant (SWRCB)	\$0	Water Replacement Fund (WRF)	\$5,108,352
Certificate of Participation (COP)	\$435,000		
	Unfunded		\$0
Total			\$36,641,823

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - WATER INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL WATER PROGRAMS:											
Rehabilitate Wells	\$150,000										WRF
Electrical Upgrades for water facilities	\$400,000										WRF
Downtown Pipe Replacement Program	\$150,000	\$150,000	\$154,875	\$159,908	\$165,105	\$170,471	\$176,012	\$181,732	\$187,638	\$193,737	WRF
Water Infrastructure Review	\$17,500										WRF
Water Capacity Program											
Well No. 36 -SEC of Henderson Avenue and FKC											
Property Acquisition	\$200,000										Water DF
Phase I - Well Drilling	\$1,600,000										Water DF
Phase II - Facility Equipping & Pipeline		\$2,400,000									Water DF
Well No. 37 - Includes Piping (Tule River)	\$2,400,000										SWRCB
Well No. 38 - Site TBD				\$3,500,000							Unfunded
Sustainable Groundwater Management Act (SGMA) Compliance											
Eastern Tule GSA/Tule Sub-basin coordination agreement and on-going administration	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	WRF
Eastern Tule GSA/JPA local governance	\$70,000	\$70,000	\$70,000	\$70,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	WRF
Alternative water capacity sources	\$1,000,000	\$1,032,500	\$1,066,056	\$1,100,703	\$1,136,476	\$1,173,411	\$1,211,547	\$1,250,923	\$1,291,578	\$1,291,578	WRF
Construction of monitoring wells		\$500,000	\$500,000	\$500,000							WRF
Monitoring Well Water Quality Testing		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	WRF
SGMA RECHARGE PROGRAM											
South recharge basin and infrastructure improvements - near crossing of FKC under Tule River											
Environmental Review & Engineering/Design	\$197,125										WRF
Property Acquisition	\$750,000										WRF
Construction	\$1,000,000										WRF
DR #23 (Center Basin) dual-recharge basin and infrastructure improvements - Hager Pit											
Environmental Review & Engineering/Design	\$108,977										WRF
Construction	\$650,000										WRF
North recharge basin and infrastructure improvements - NW of FKC, W of Westwood											
Environmental Review & Engineering/Design	\$160,911										WRF
Construction	\$850,000										WRF
DR #28 (S Jaye St) dual-recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design	\$135,000										WRF
Construction	\$1,000,000										WRF
Tule River/Jaye Street dual-recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design	\$175,000										WRF
Construction	\$800,000										WRF
Rails to Trails/Vandalia ID recharge basin and infrastructure improvements											
Environmental Review & Engineering/Design			\$100,000								WRF
Construction			\$500,000								WRF
Heritage Center Drainage Reservoir #58		\$125,000									WRF
Indiana - Roberts Drainage Reservoir #59		\$125,000									WRF
Drainage Basin #30 - Airport System	\$14,000,000										COP

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - WATER INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Stormwater Capture & Recharge (Land acquisition and construction)	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	\$680,000	WRF
Total	\$21,627,013										
TERTIARY TREATMENT											
Tertiary Treatment - Corporation Yard											
CEQA	\$300,000										WWTR
Design	\$500,000	\$500,000									WWTR
Nitrification/De-nitrification Project											
Consultant Services - Plant Expansion	\$500,000	\$200,000									WWTR
Construction		\$11,300,000									Unfunded
Construction			\$23,650,000								Unfunded
Total	\$1,300,000	\$12,000,000									
Tertiary Treatment - Satellite Plant											
Construction	\$15,000,000										COP
EAST PORTERVILLE WATER INFRASTRUCTURE											
Phase 2 Improvements											
East Porterville Booster Pump 1 & 2 Upgrade											
Property Acquisition	\$100,000										WRF
Design		\$450,000									WRF
Construction			\$1,900,000								WRF
Well No. 34 - Construction and Equipping	\$3,500,000										SWRCB
Well No. 35 - Westwood @FKC - Equipment and Piping	\$1,954,656										SWRCB
Hillcrest Water Main Replacement - EP 3MG Reservoir to Morton Avenue (18" main)											
Design & Environmental	\$50,000										WRF
Construction		\$800,000									WRF
Hillcrest Water Main Replacement - Morton to Olive Avenue (18" main)											
Design & Environmental					\$50,000						WRF
Construction						\$800,000					WRF
Generator - 100kW		\$95,000	\$95,000	\$95,000							Unfunded
Generator - 200kW		\$95,000									Unfunded
Generator - 400kW		\$200,000									Unfunded
Martin Hill 3MG Tank Booster Pump Upgrade (VFD)	\$350,000										WRF
Olive - D St. to E St. - Pipe						\$150,000					Water DF
Pioneer - Cross SR 65 - Casing		\$48,000									Unfunded
Putnam Water Line Replacement											
Putnam - Plano to Fourth	\$86,000										WRF
Putnam - Plano to Henry	\$86,000										WRF
Putnam @ Henry - PRV	\$23,000										WRF
Storage Reservoir Rehabilitation Program											
East Porterville - 3MG Tank Cathodic Protection	\$60,000										WRF
Highland 305K Tank Cathodic Protection	\$50,000										WRF
Scenic Heights 3MG Tank Coating & Repair	\$500,000	\$2,000,000									WRF
Scenic Heights 3MG Tank Overflow	\$150,000										WRF
Airport 300K Water Tank Cathodic Protection	\$50,000										WRF
Success Reservoir Enlargement Project (City Share)											
Interagency Coordination, Environmental, ROW Acquisition, and Design	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000						WRF

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - WATER INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Radio Read Water Meter Replacement Program											
Citywide meter replacement	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	\$480,000	WRF
Water Meter Fixed Network Data Collector	\$3,000,000										ARPA
SCADA (Supervisory Control And Data Acquisition) System											
Design	\$500,000										ARPA
Equipping	\$2,000,000										ARPA
WATER INFRASTRUCTURE FY 21/22 TOTAL	\$55,959,169										

SUMMARY OF WATER INFRASTRUCTURE FUNDING			
General Fund (GF)	\$0	Water - Developer Fees (Water DF)	\$1,800,000
Department of Water Resources (DWR)	\$0	Water Replacement Fund (WRF)	\$10,504,513
SWRCB Loan/Grant (SWRCB)	\$7,854,656	Wastewater Treatment Facility Reserve (WWTFR)	\$1,300,000
Equipment Replacement Funds (ERF)	\$0	Certificates of Participation (COP)	\$29,000,000
American Rescue Plan Act (ARPA)	\$5,500,000	Unfunded	\$0
Total			\$55,959,169

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - SEWER INFRASTRUCTURE											FUNDING FISCAL YEAR 21/22
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
SEWER REPLACEMENT PROGRAM:											
Phase III - Putnam/RR to Plano		\$215,000									SRF
Phase IV - Baker/Murry			\$100,000								SRF
Phase V - Murry/Harrison to Putnam				\$250,000							SRF
Phase VI - Roche/Alley/Henrahan					\$175,000						SRF
Annexation Sewer Projects (*2006 annexations; >2015 annexations)											
*Area 1 (456A & 457)											
Poplar/Brown/Wisconsin/Jaye St	\$1,200,000										Sewer Bond Refi
*Area 5 (456B & 456C)											
Olive/Center/Cloverleaf/Jaye St		\$1,755,000									Sewer Bond Refi
*Annexation 470 - Laurel/Leggett			\$400,000								Sewer Bond Refi
>Annexation 474 - Beverly Grand Area											
Boyles/Beverly/Prospect/Maston Sts		\$1,500,000									Sewer Bond Refi
>Annexation 475 - Westfield/Jaye Area											
Villa/Woods/Jaye/Mulberry	\$2,602,000										Sewer Bond Refi
>Annexation 476 - Akin/Ponca Area											
Yates/Worth/3rd/4th/Lincoln/Gibbons		\$3,050,000									Sewer Bond Refi
>Annexation 478 - Cobb/Dogwood Areas											
Cobb/Dogwood/Elderwood/Putnam/Thurman/ Harrison	\$2,805,000										Sewer Bond Refi
>Annexation 479 - Roby Island Area											
Atkins/Lucy/Waukesha/Maston/Cobb/ Slaughter/ Roby	\$2,681,018										Sewer Bond Refi
>Annexation 480 - Chelsea Rose Area North Grand (W of Newcomb)/Rose/Baker		\$655,000									Sewer Bond Refi
Miscellaneous City Areas	\$1,470,000										Sewer Bond Refi
Lift Station Upgrade	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	SRF
Main St. @ SR 190 Casing (Poplar conn)						\$58,853					Unfunded
Main St. @ SR 190 Vandalia Ave Pipe (Poplar conn)						\$85,698					Unfunded
Mathew St Capacity Analysis - Lift St. No. 11 Mulberry to Henderson	\$15,000										Sewer DF
SR 190 - Jaye St. to E. St. - Pipe		\$352,000									Unfunded
SR 190 - E. St. to Main St. - Pipe		\$151,000									Unfunded
Vandalia Ave. - Main St. to Plano St. - Pipe		\$361,000									Sewer DF
SEWER INFRASTRUCTURE FY 21/22 TOTAL \$10,873,018											

SUMMARY OF SEWER INFRASTRUCTURE FUNDING			
General Fund (GF)	\$0	Sewer Bond Refinance (Sewer Bond Refi)	\$10,758,018
Measure I (MI)	\$0	Sewer Developer Fees (Sewer DF)	\$15,000
		Sewer Revolving Fund (SRF)	\$100,000
		Unfunded	\$0
		Total	\$10,873,018

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - STORM DRAIN INFRASTRUCTURE											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
MUNICIPAL STORM SEWER SEPARATE SYSTEM (MS4) PROJECTS:											
Permit Fee	\$35,000	\$36,138	\$37,312	\$38,525	\$39,777	\$41,069	\$42,404	\$43,782	\$45,205	\$46,674	GF
Compliance Program	\$50,000										GF
Discharge Improvements		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	Unfunded
DRAINAGE RESERVOIR PROJECTS:											
Drainage Reservoir No. 14 Expansion - (east of Plano St., north of Grand Ave & Leggett St)											
Design, Environmental & Land Acquisition		\$45,000									Storm Dr DF
Construction		\$75,000									Storm Dr DF
Drainage Reservoir No. 15 (Master Plan Facility Villa Street, north of Westfield Avenue)											
Acquisition & Environmental		\$100,000									Storm Dr DF
Drainage Reservoir No. 18 (Master Plan Facility SW Cor. SR 65 & W. North Grand)											
Construction		\$500,000									Storm Dr DF
Drainage Reservoir No. 47 (Master Plan Facility Hillcrest Street, north of Henderson Avenue - Canyon Springs)											
Acquisition		\$94,000									Storm Dr DF
Construction & Reimbursement					\$700,000						Unfunded
Drainage Reservoir No. 49 (Master Plan Facility - Red Hawk Estates)											
Acquisition							\$250,000				Storm Dr DF
Construction & Reimbursement								\$458,000			Unfunded
Floodplain Management	\$10,000										Storm Dr Res
Hockett St - Willow Alignment to Porter Slough	\$250,000										Storm Dr Res
Main St. Project - Westfield Pipe from Pond 15 to 19 (Part of Main St. Project)	\$195,430										Storm Dr DF
Mill Ave. - Hockett/"D"		\$53,000									Unfunded
Mulberry - Newcomb to Westwood		\$661,000									Unfunded
North Grand Storm Drain SR 65 Crossing		\$338,531									Storm Dr DF
Outfall pipeline to SR 65 Pond No. 24 (N of Linda Vista)					\$751,660						Unfunded
Pioneer Ditch Conversion from Zalud Park to Westfield, incl. acquisition of PDC's easement	\$200,000										Storm Dr DF
Zalud Park Storm Dr. Upgrade (pipeline work)	\$145,131										Storm Dr DF
Zalud Park Storm Dr. Pump Upgrade	\$90,707										Storm Dr DF
STORM DRAIN INFRASTRUCTURE FY 21/22 TOTAL	\$976,268										

SUMMARY OF STORM DRAIN INFRASTRUCTURE FUNDING			
General Fund (GF)	\$85,000	Storm Drain - Developer Fees (Storm Dr DF)	\$631,268
Measure I (MI)	\$0	Storm Drain Reserve (Storm Dr Reserve)	\$260,000
	Unfunded		\$0
		Total	\$976,268

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - SIGNALS											FUNDING FISCAL YEAR 21/22
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Upgrade of signals to ITS Technology	\$100,000	\$100,000	\$103,250	\$106,606	\$110,070	\$113,648	\$117,341	\$121,155	\$125,092	\$129,158	SGT
Synchronization of signals										\$100,000	SGT
Traffic Management Center										\$1,000,000	SGT
Street Intersection Safety Evaluations	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	STP
Sign & Signal - Upgrade (Signal Countdown timers)	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	SGT
Rapid Flashing Beacons - Pedestrian Crossings											
Elderwood @ BMS, incl. curb ramps	\$45,000										SGT
Mulberry and Verdugo, incl. curb ramps		\$45,000									SGT
Mulberry and Belmont, incl. curb ramps			\$45,000								SGT
Putnam @ W Putnam School, incl. curb ramps				\$45,000							SGT
Westfield and Linda Way, incl. curb ramps					\$45,000						SGT
Westfield and Villa	\$15,000										SGT
Lighted Crosswalks - Collector & Arterial											
Morton @ El Granito St	\$100,000										SGT
Morton @ Kessing St	\$100,000										SGT
Morton @ Roche St		\$100,000									SGT
Westwood @ Putnam Avenue		\$100,000									SGT
Henderson @ Mathew							\$600,000				Unfunded
Henderson @ Plano		\$600,000									LTF
Henderson @ Second		\$600,000									LTF
Mathew @ Morton								\$600,000			Unfunded
Newcomb @ Mulberry		\$600,000									LTF
Newcomb @ N. Grand									\$600,000		Unfunded
Newcomb @ Olive											
Construction (Total cost \$566,516)	\$327,420										HSIP
Construction - City match	\$239,096										STP
Construction Management	\$51,501										STP
Total	\$618,017										
Olive @ Prospect				\$600,000							Unfunded
Porter Road @ Olive Avenue	\$40,000										SGT
Orange @ D			\$660,000								Unfunded
Plano @ Vandalia/Poplar			\$600,000								Unfunded
Prospect @ Bel Air										\$600,000	Unfunded
Prospect @ North Grand						\$600,000					Unfunded
Prospect @ Pioneer						\$600,000					Unfunded
Putnam @ Crestview							\$600,000				Unfunded
Putnam @ Leggett		\$600,000									Unfunded
Scranton @ Westwood (Casino Cost Share is 55.8%)											
Westfield @ Indiana					\$600,000						Unfunded
Westfield @ Lombardi		\$600,000									Unfunded
Westfield @ Mathew - Burton Traffic Mitigation	\$45,875										TIF
City Share (Design, ROW & Environmental)		\$554,125									Unfunded
Westfield @ Westwood - Burton Traffic Mitigation	\$45,875										TIF
City Share (Design, ROW & Environmental)		\$554,125									Unfunded
SIGNALS FY 21/22 TOTAL \$1,264,767											

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - SIGNALS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	

SUMMARY OF SIGNAL FUNDING	
Local Transportation Funds (LTF)	\$0
Special Gas Tax (SGT)	\$550,000
Highway Safety Improvement Program (HSIP)	\$327,420
Surface Transportation Program (STP)	\$295,597
Traffic Impact Fees (TIF)	\$91,750
Unfunded	\$0
Total	\$1,264,767

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - WWTF											FUNDING FISCAL YEAR 21/22
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Biosolids Hauling	\$175,000	\$180,688	\$186,560	\$192,623	\$198,883	\$205,347	\$212,021	\$218,911	\$226,026	\$233,372	WWTFR
Canopy for dewatering equipment	\$24,928										WWTFR
Digester #2 and #3 Repairs, incl wastegas flare replacement and piping											
Construction	\$2,425,277										WWTFR
Digester #1 and #4 Repairs											
Design	\$325,000										WWTFR
Construction		\$1,500,000									Unfunded
Digester Cleaning/Coating/Equipment Replacement	\$90,000	\$92,925	\$95,945	\$99,063	\$102,283	\$105,607	\$109,039	\$112,583	\$116,242	\$120,020	WWTFR
Effluent Outfall Pump Maintenance	\$120,000			\$600,000							WWTFR
Emergency Generator for WWTF (200kW)	\$150,000										WWTFR
Manhole 10A Inspection/Repair	\$99,760										WWTFR
Odor Control Project - Phase 2											
Design		\$250,000									Unfunded
Construction			\$1,750,000								Unfunded
Office Building Repair											
Design	\$200,000										WWTFR
Relocation to temp structure	\$80,000										WWTFR
Construction		\$2,000,000									WWTFR
Total	\$280,000	\$2,000,000									
Evaluation	\$25,000										WWTFR
Design	\$125,000										WWTFR
Construction		\$400,000									Unfunded
Total	\$150,000	\$400,000									
Plant #1 Evaluation & Repairs											
Evaluation		\$25,000									Unfunded
Design incl re-asphalt		\$125,000									Unfunded
Construction incl asphalt repairs			\$600,000								Unfunded
Total		\$150,000									
Reclamation Area Pipeline Installation	\$150,000	\$100,000									WWTFR
Septic Station Retrofit	\$70,000										WWTFR
Sludge/Grit Staging Area		\$300,000									WWTFR
Sludge Line - Westwood Bridge over Tule River		\$30,000									WWTFR
Treatment Water Filling Station	\$120,000										WWTFR
WAS Pump Replacement	\$300,000										WWTFR
Wastewater Needs Assessment and Master Plan	\$60,000										WWTFR
WWTF FY 21/22 TOTAL	\$4,539,965										

SUMMARY OF WASTEWATER TREATMENT FUNDING	
Wastewater Treatment Facility Impact Fees (WWTFIF)	\$0
Wastewater Treatment Facility Reserve (WWTFR)	\$4,539,965
Unfunded	\$0
Total	\$4,539,965

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

COMMUNITY DEVELOPMENT											FUNDING FISCAL YEAR 21/22
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
PLANS & STUDIES											
Update Circulation Element, incl fee structure, State mandated amendments, etc.		\$225,000									LTF
Comprehensive General Plan Update incl CEQA						\$500,000					Unfunded
Development and Building Permit Fee Study											Unfunded
Five year Consolidated Plan				\$40,000							GF
Housing Element			\$50,000	\$25,000							Unfunded
Retail Development Strategy	\$40,000	\$40,000	\$40,000	\$40,000							GF
DOWNTOWN/MAIN STREET IMPROVEMENTS (Morton to Olive)											
Downtown Parking Study		\$75,000									Unfunded
Paint light poles				\$10,000							Unfunded
Clean Pavers on Main Street			\$20,000								Unfunded
Industrial Annexations incl Environmental		\$175,000									Unfunded
COMMUNITY DEVELOPMENT FY 21/22 TOTAL \$40,000											

SUMMARY OF COMMUNITY DEVELOPMENT FUNDING	
General Fund (GF)	\$40,000
Local Transportation Funds (LTF)	\$0
Unfunded	\$0
Total	\$40,000

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PUBLIC WORKS - STUDIES AND MASTER PLANS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ANNUAL WATER MASTER PLAN COMPLIANCE AND REIMBURSEMENT PROGRAM:											
Master Plan Payback	\$385,244	\$400,000	\$413,000	\$426,423	\$440,281	\$454,590	\$469,365	\$484,619	\$500,369	\$516,631	Water DF
ANNUAL STORM DRAIN PROGRAMS & MASTER PLAN PAYBACK:											
Master Plan Payback	\$144,086	\$149,000	\$154,000	\$160,000	\$166,000	\$172,000	\$178,000	\$184,000	\$190,000	\$197,000	Storm Dr DF
ANNUAL SEWER PROGRAMS & MASTER PLAN PAYBACK:											
Master Plan Payback	\$323,009	\$333,507	\$345,000	\$357,000	\$369,000	\$381,000	\$394,000	\$407,000	\$421,000	\$435,000	Sewer DF
STUDIES:											
Comprehensive Impact Fee Study (AB 1600)		\$25,000									WWTFR
		\$25,000									Sewer DF
		\$25,000									Storm Dr DF
		\$25,000									Water DF
Master Plan Update - Sewer	\$125,000										Sewer DF
Master Plan Update - Storm Drain	\$125,000										Storm Dr DF
Master Plan Update - Water	\$125,000										Water DF
Urban Water Management Plan - 2020 Update	\$75,000										WRF
ADA Transition Plan											
Parking w Ramp @ Veteran's Park- Kiwanis bldg	\$20,000										GF CO
Hillside Development - Standards & Specifications (Hillside Development, Landscape and Irrigation and Update Existing Standards and Specifications)	\$76,367										LTF
		\$70,000									Unfunded
Integrated Regional Water Management Plan and Implementation	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	WRF
Tule River/Porter Slough - Clean Up	\$35,000	\$36,138	\$37,312	\$38,525	\$39,777	\$41,069	\$42,404	\$43,782	\$45,205	\$46,674	WRF
Tule River - JPA Administration	\$15,000	\$15,488	\$15,991	\$16,511	\$17,047	\$17,601	\$18,173	\$18,764	\$19,374	\$20,003	WRF
STUDIES AND MASTER PLANS FY 21/22 TOTAL	\$1,473,706										

SUMMARY OF STUDIES AND MASTER PLANS FUNDING			
General Fund (GF)	\$0	Storm Drain - Developer Fees (Storm Dr DF)	\$269,086
General Fund Carryover (GF CO)	\$20,000	Tulare Council of Associated Governments Grant (TCAG Grant)	\$0
Local Transportation Funds (LTF)	\$76,367	Water - Developer Fees (Water DF)	\$510,244
Measure I (MI)	\$0	Water Replacement Fund (WRF)	\$150,000
Sewer Developer Fees (Sewer DF)	\$448,009	Wastewater Treatment Facility Reserve (WWTFR)	\$0
	Unfunded		\$0
		Total	\$1,473,706

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PARKS AND LEISURE											FUNDING FISCAL YEAR 21/22
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
City Hall Improvements											
City Hall Painting & Rehab (Inside)				\$50,000							Unfunded
City Hall Key card/security	\$5,000	\$5,000									RM
City Hall Exterior Doors		\$12,000									Unfunded
City Hall Roof Rehab		\$50,000									Unfunded
City Facilities ADA Improvements											
Short-term ADA improvements to City Hall	\$200,000										RM
Long-term (ADA Self Evaluation Plan)		\$100,000									Unfunded
ADA Transition Plan											
Facility Improvements		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	Unfunded
ADA Playground Wood Fiber - Various Parks		\$25,000		\$25,000		\$25,000		\$25,000		\$25,000	Unfunded
Butterfield Corridor Improvements - West North Grand to Porterville College											
Design and Environmental	\$20,100										Measure R - AT
Construction		\$7,100,000									ATP
Butterfield Corridor Improvements - Tule River Bridge											
Design and Environmental	\$750,000										Measure R - AT
Construction		\$3,000,000									Measure R - AT
Butterfield Corridor Improvements - Porterville College to Yates											
Design and Environmental	\$50,000										Measure R - AT
Construction		\$250,000									Measure R - AT
Community Sports Lighting											
Hayes Field Lights		\$550,000									Unfunded
Skate Board Park				\$130,000							Unfunded
Sports Complex	\$61,821										CEQA Mitigation
Sports Complex Practice Lights/Trail Lights			\$300,000								Unfunded
Centennial Park Improvements											
Artificial Turf		\$65,000									Unfunded
PA System			\$50,000								Unfunded
Centennial Plaza Improvements											
Elevator Floor		\$5,000									Unfunded
Signage		\$5,000									Unfunded
Downtown Holiday Décor					\$15,000						Unfunded
Drought Tolerant Exhibition Garden	\$150,000										WRF
Fieldhouse/Community Center											
Design		\$1,500,000									Unfunded
Construction			\$10,500,000								Unfunded
Golf Course Improvements											
Perimeter Netting - Leggett Street		\$215,000									Unfunded
Perimeter Netting - Park Drive			\$170,000								Unfunded
Driving Range Poles											Unfunded
Heritage Center Field Improvements											
Sport Field As Builts & Design							\$80,000				Unfunded
Sport Field Construction							\$1,000,000				Unfunded
Sport Field Lighting							\$500,000				Unfunded
Library - New Facility											
Needs Assessment	\$47,000										RM-Insurance
Site Selection and Acquisition	\$500,000										RM-Insurance
Design and Environmental		\$2,000,000									RM-Insurance
Construction			\$30,000,000								RM-Insurance
Library - Temporary Facility (50 W Olive Avenue Suite B)											

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PARKS AND LEISURE											FUNDING FISCAL YEAR 21/22
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Tenant Improvements	\$200,000										RM-Insurance
Purchase of Temporary Equipment	\$760,000										RM-Insurance
Purchase of Permanent Equipment	\$260,000										RM-Insurance
Multi-Sport Field Improvements											
Interim Multi-use Fields	\$1,457,790										CDBG
Restroom Facilities & Storage	\$300,000										Measure R - AT
Murry Park											
Murry Park Pavilions 1 and 2 Renovations	\$35,000										GFRDM
Murry Park Pool Replaster		\$70,000									GFRDM
Murry Park Pool Snackbar Roof			\$13,000								GFRDM
Murry Park Restroom Roof (Pool)			\$40,000								GFRCI
Murry Park West Trail			\$100,000								Unfunded
Murry Park Improvements West					\$5,000,000						Unfunded
Putnam Property Improvements (Henry St. Community Center)											
Design											
Pond and Amenities	\$25,000										RM-Insurance
Park and Amenities (Restrooms)	\$50,000										RM-Insurance
Facility structures and improvements		\$250,000									RM-Insurance
Construction											
Restrooms		\$200,000									RM-Insurance
Park Amenities and Landscaping			\$125,000								Unfunded
Building structure and parking lot				\$4,500,000							Unfunded
Total	\$75,000	\$200,000									
Rails to Trails Parkway Improvements - Heritage Segment (Date to Putnam)											
Design/Environmental	\$42,118										Measure R - AT
Lighting		\$180,000									Measure R - AT
Construction		\$325,082									Measure R - AT
Rails to Trails Parkway Improvements - Downtown Segment (Putnam to Morton)											
Design/Environmental	\$32,208										Measure R - AT
Construction		\$248,592									Measure R - AT
Rails to Trails Parkway Improvements - Fieldhouse Segment (Morton to Henderson)											
Design/Environmental	\$47,073										Measure R - AT
Construction		\$363,327									Measure R - AT
Skate Board Park											
Lighting	\$178,000										Prop 68
Shade Structure		\$142,000									Unfunded
Sports Complex Improvements											
Sports Complex Access Road Dust Mitigation		\$10,000									Unfunded
Removal from FAA jurisdiction		\$250,000									Unfunded
Sports Complex New Parking Lot				\$1,750,000							Unfunded
Sports Complex Pavilion			\$85,000								Unfunded
Perimeter Fencing		\$14,000									Unfunded
Lighted Trail			\$2,060,000								Unfunded
Sports Complex Restroom/Concession		\$115,000									Unfunded
Stout Building Improvements											
ADA Improvements - Stout Building		\$100,000									Unfunded
Tule River Parkway Improvements Phase I Lighting and Amenities											
Construction		\$491,722									Measure R - AT
Design/Environmental	\$34,278										Measure R - AT

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

PARKS AND LEISURE											FUNDING FISCAL YEAR 21/22
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Tule River Parkway Improvements Phase II Lighting and Amenities											
Construction		\$515,900									Measure R - AT
Design/Environmental	\$36,100										Measure R - AT
Tule River Parkway Phase III											
Construction - (Total cost \$1,965,000)	\$1,739,615										CMAQ
Construction - City Match	\$149,511										Measure R - AT
Construction Management (\$100,000)	\$88,530										CMAQ
Construction Management City Match	\$11,470										CMAQ
Tule River Parkway Improvements Phase III Lighting and Amenities											
Construction		\$515,900									Measure R - AT
Design/Environmental	\$36,100										Measure R - AT
Tule River Parkway Phase IV (SR 65 to Westwood)											
Acquisition				\$800,000							Measure R - AT
Design/Environmental				\$165,000							Measure R - AT
Construction					\$2,071,916						Measure R - AT
Veteran's Park Trail - Phase II: Paving and Lighting (South half of trail loop, including slough crossings, and connection to trail by Helicopter Monument)											
Construction		\$1,500,000									CMAQ
City Match		\$195,000									Measure R - AT
Design/Environmental	\$150,000										Measure R - AT
Total		\$1,695,000									
Veteran's Park Trail Amenities (Restrooms, Slough Crossing, Parking Lot on south side, east of pavilion)											
Construction		\$1,500,000									Measure R - AT
City Match		\$195,000									Measure R - AT
Design/Environmental	\$150,000										Measure R - AT
Total		\$1,695,000									
Veteran's Park Playground on Morton	\$275,000										Measure R - AT
Zalud House Foundation Design Analysis					\$15,000						Unfunded
PARKS FY 21/22 TOTAL \$7,841,714											

SUMMARY OF PARKS FUNDING			
General Fund (GF)	\$0	Measure I (MI)	\$0
General Fund Reserve Capital Improvements (GFRCI)	\$0	Measure R - Alternative Transportation (Measure R - AT)	\$2,072,488
General Fund Reserve Deferred Maintenance (GFRDM)	\$35,000	Proposition 68 (Prop 68)	\$178,000
GF Donations	\$0	Risk Management (RM)	\$205,000
CEQA Mitigation	\$61,821	Risk Management Insurance (RM-Insurance)	\$1,842,000
Alternative Transportation Program Grant (ATP)	\$0	Water Replacement Fund (WRF)	\$150,000
Congestion Mitigation Air Quality Funds (CMAQ)	\$1,839,615	Community Development Block Grant (CDBG)	\$1,457,790
Local Transportation Funds (LTF)	\$0	Unfunded	\$0
Total			\$7,841,714

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

POLICE											FUNDING FISCAL YEAR 21/22
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Animal Shelter Building Improvements											
Construction											
Base Bid	\$4,175,000										Unfunded
Alternate #1: Storage, Isolation Rooms	\$325,000										Unfunded
Alternate #2: Adoption Rooms	\$235,000										Unfunded
Alternate #3: Lobby, Grooming, Meet & Greet, Cat Room, Crate Storage	\$1,315,000										Unfunded
Alternate #4: Dog Park	\$350,000										Unfunded
D Street Frontage Improvements and Utilities	\$400,000										LTF
Trail between Olive and Putnam	\$750,000										Meas R AT
TOTAL	\$7,550,000										
Generator Replacement @ D St Station, incl. new electric panel, foundation, & appurtenant components	\$50,000										ERF
Emergency Response Vehicle Preemption Retrofit		\$140,000									Unfunded
		\$200,000									Unfunded
PD Facility Remodel and Reconfiguration											
Replace Flooring	\$50,000										AF
EOC/Briefing Room Building		\$500,000	\$6,000,000								Unfunded
PD Evidence Storage Facility											
Construction	\$131,500										MI
PD Training Facility											
Road Improvements to site - place grindings/base		\$50,000									Unfunded
Road Improvements to site - supplement base & overlay			\$100,000								Unfunded
POLICE FY 21/22 TOTAL	\$7,781,500										

SUMMARY OF POLICE FUNDING	
Asset Forfeitures (AF)	\$50,000
Building Construction Fund (BCF)	\$0
Equipment Replacement Fund (ERF)	\$50,000
General Fund (GF)	\$0
Local Transportation Funds (LTF)	\$400,000
Surface Transportation Program (STP)	\$0
Measure H (MH)	\$0
Measure I (MI)	\$131,500
Measure R - Alternative Transportation (Measure R AT)	\$750,000
Unfunded	\$6,400,000
Total	\$7,781,500

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

FIRE											FUNDING FISCAL YEAR 21/22
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Fire Station #71 Improvements & Rehabilitation											
Remodel 71 Interior, dormitories	\$40,000										GFRCI
Remediate and Repaint Training Bldg and IT Center	\$60,000										GFRDM
Install flagpole	\$5,000										GF
Repair Cement Aprons				\$15,000							Unfunded
Roof Repair	\$15,000										ERF
Fire Station #72 Improvements											
Kitchen Remodel						\$10,000					Unfunded
Sprinkler System Upgrades			\$50,000								Unfunded
Electrical Retrofit @ Training Facility			\$100,000								Unfunded
Repair Exterior Stucco, Fascia boards, ext and int											
Paint, and Flooring	\$60,000										GFRDM
Microseal asphalt	\$20,000										ERF
Rehab asphalt					\$950,000						MI
Replace aprons					\$75,000						Unfunded
Fire Station #73 (PSB) Improvements											
Asphalt Maintenance							\$7,250				Unfunded
Repaint Building Exterior							\$20,000				Unfunded
Station #74 Design & Construction											
Type 1 Engine										\$5,500,000	Unfunded
Emergency Response Vehicle Preemption Retrofit	\$65,000									\$700,000	MH
Personal Protective Equipment: Turnouts	\$15,000	\$15,488	\$15,991	\$16,511	\$17,047	\$17,601	\$18,173	\$18,764	\$19,374	\$20,003	ERF
SART Recommendations	\$100,000										MI
FIRE FY 21/22 TOTAL \$380,000											

SUMMARY OF FIRE FUNDING	
General Fund (GF)	\$5,000
General Fund Reserve Capital Improvements (GFRCI)	\$40,000
General Fund Reserve Deferred Maintenance (GFRDM)	\$120,000
Equipment Replacement Fund (ERF)	\$50,000
Measure H Equipment Replacement (ERF(H))	\$0
Measure H (MH)	\$0
Measure I (MI)	\$165,000
American Rescue Plan Act (ARPA)	\$0
Assistance for Firefighters Grant (AFG)	\$0
Homeland Security Grant (HSG)	\$0
Unfunded	\$0
Total	\$380,000

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

AIRPORT											FUNDING FISCAL YEAR 21/22
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
Runway 12-30 Improvements											
Phase 1 - Relocate Access Roads & Perimeter Fence and prelim work for Runway relocation											
Environmental Assessment (EA)		\$200,000	\$205,000								FAA/AIP Grant
			\$20,250								CA Div of Aero
		\$12,000	\$12,750								AOF
Design					\$306,000						FAA/AIP Grant
					\$15,300						CA Div of Aero
					\$18,700						AOF
Land Acquisition					\$36,000						FAA/AIP Grant
					\$1,800						CA Div of Aero
					\$2,200						AOF
Construction						\$5,130,000					FAA/AIP Grant
						\$256,500					CA Div of Aero
						\$313,500					AOF
Total		\$212,000	\$238,000		\$380,000	\$5,700,000					
Phase 2 - Runway relocation											
Design						\$100,000	\$224,000				FAA/AIP Grant
							\$16,200				CA Div of Aero
						\$10,000	\$9,800				AOF
Construction								\$2,655,000	\$2,655,000		FAA/AIP Grant
									\$265,500		CA Div of Aero
								\$265,500	\$59,000		AOF
Total						\$110,000	\$250,000	\$2,920,500	\$2,979,500		
Rehabilitate Parallel and Connecting Taxiways											
Construction		\$270,000	\$2,880,000								FAA/AIP Grant
			\$157,500								CA Div of Aero
		\$16,500	\$176,000								AOF
Total		\$286,500	\$3,213,500								
Taxilane Rehabilitation											
Design & Construction										\$405,000	FAA/AIP Grant
										\$22,500	CA Div of Aero
										\$27,500	AOF
Total										\$455,000	
Restaurant Improvements											
Restaurant - Restroom Update and painting of interior and exterior	\$70,000										AOF
Restroom Hazardous Material Abatement and Renovations	\$30,000										AOF
Restaurant Parking Lot	\$50,000										AOF
AIRPORT FY 21/22 TOTAL	\$436,500										

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

AIRPORT											FUNDING FISCAL YEAR
											21/22
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	

SUMMARY OF AIRPORT FUNDING	
Airport Operating Fund (AOF)	\$166,500
CA Division of Aeronautics (CA Div of Aero)	\$0
FAA/AIP Grant	\$270,000
Equipment Replacement Fund (ERF)	\$0
Storm Drain - Developer Fees (Storm Dr DF)	\$0
Unfunded	\$0
Total	\$436,500

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

TRANSIT											FUNDING FISCAL YEAR 21/22
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	
Increase ENR (estimate):		3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	
ZERO EMISSION VEHICLE PROGRAM											
Paratransit and Microtransit Services											
Purchase Electric Vehicles					\$533,332					\$665,000	SB1
CARB Zero Emission Pilot Program											
Administration	\$100,000										CARB
Total	\$100,000										
CMAQ Fleet Replacement											
Purchase Electric Buses	\$2,055,000			\$800,000		\$800,000		\$800,000		\$800,000	CMAQ
	\$693,000			\$200,000		\$200,000		\$200,000		\$200,000	LTF Transit
Total	\$2,748,000			\$1,000,000		\$1,000,000		\$1,000,000		\$1,000,000	
FACILITY MAINTENANCE PROGRAM											
New Bus Maintenance Facility											
Design		\$800,000									FTA 5307
		\$200,000									LTF Transit
Construction					\$6,400,000						Unfunded
					\$1,600,000						Unfunded
Total					\$8,000,000						
Prospect St Bus Maintenance Facility Improvements											
Construction	\$400,000										FTA 5307
	\$100,000										LTF Transit
Renewable Energy Infrastructure	\$800,000										FTA 5307
	\$200,000										LTF Transit
Security Improvements	\$400,000										FTA 5307
	\$100,000										LTF Transit
Total	\$2,000,000										
Transit Center											
Transit Center Improvements Exterior and Lobby	\$15,000										LTF Transit
	\$60,000										FTA 5307
Construction of the Expansion					\$520,000						Unfunded
					\$130,000						Unfunded
Total	\$75,000				\$650,000						
Battery Electric Vehicle (BEV) Master Plan											
Design		\$400,000	\$400,000								FTA 5307
		\$100,000	\$100,000								LTF Transit
Renewable Energy - Zero Emission Infrastructure											
Construction	\$2,500,000										FTA 5307
	\$584,873										LTF Transit
	\$629,177										Air District
Total	\$3,714,050										
Electric Vehicle Charging Stations (Public access)	\$80,000		\$80,000		\$80,000		\$80,000		\$80,000		Air District
HOPE Planning Microgrid & Energy Storage Grant	\$270,000										FTA 5307
	\$30,000										LTF Transit
Transit Shelters				\$80,000					\$80,000		FTA 5307
				\$20,000					\$20,000		LTF Transit
Transit Signage at Transit Shelters		\$80,000									FTA 5307
		\$20,000									LTF Transit
Transit Signal Preemption	\$400,000			\$60,000		\$60,000		\$60,000		\$60,000	FTA 5307
	\$100,000			\$15,000		\$15,000		\$15,000		\$15,000	LTF Transit

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

TRANSIT											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
Multi-modal Corridor Rail ROW Improvements	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	FTA 5307
	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	LTF Transit
TRANSIT FY 21/22 TOTAL \$9,577,050											

SUMMARY OF TRANSIT FUNDING	
Air District	\$709,177
Air Resources Board (CARB)	\$100,000
Congestion Mitigation and Air Quality (CMAQ)	\$2,055,000
FTA 5307	\$4,860,000
LTF Transit	\$1,852,873
Measure R - Transit	\$0
Unfunded	\$0
Total	\$9,577,050

CAPITAL IMPROVEMENTS STRATEGIES 2021/2022

MISCELLANEOUS PROJECTS											FUNDING FISCAL YEAR
PROJECT DESCRIPTION	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	21/22
American Rescue Plan Act COVID Technology Updates											
Field Services Campus Fiber Connection	\$100,000										ARPA
Field Services Connection to City Hall	\$650,000										ARPA
Public Safety Building connection to City Hal	\$800,000										ARPA
Replace fiber conection between blockhouse and City Hall	\$10,000										ARPA
Conference Rooms Equipment and Installation	\$30,000										ARPA
Transfer Station Concrete Pad (Green Waste)	\$250,000										SW Reserve
Transfer Station Cover	\$125,000										SW Reserve
Entry "Welcome" Signs											
North SR 65	\$25,000										GFRCI
South SR 65	\$25,000										GFRCI
West Olive Avenue	\$10,000										GFRCI
West SR 190	\$10,000										Measure R Reg
Wetlands Mitigation											
Environmental		\$100,000									LTF
Construction			\$300,000								LTF
Weed Abatement - City ROWs and property	\$50,000										LTF
MISCELLANEOUS FY 21/22 TOTAL \$2,085,000											

SUMMARY OF MISCELLANEOUS FUNDING	
General Fund (GF)	\$0
General Fund Reserve Capital Improvement (GFRCI)	\$60,000
American Rescue Plan Act (ARPA)	\$1,590,000
Congestion Mitigation Air Quality (CMAQ)	\$0
Equipment Replacement Fund (ERF)	\$0
Local Transportation Funds (LTF)	\$50,000
Measure R - Regional (Measure R Reg)	\$10,000
Solid Waste Reserve (SW Reserve)	\$375,000
Total	\$2,085,000

**CITY OF PORTERVILLE
ANNUAL BUDGET
2021-2022**

EQUIPMENT REPLACEMENT SCHEDULE

DEPARTMENT	EQUIPMENT DESCRIPTION	ESTIMATED COST
Police	Patrol units (11)	\$ 605,000
Fire	Turnouts	\$ 15,000
Finance - IT	Misc computer equipment	\$ 40,000
Parks Maint	Pickup	\$ 45,000
Parks Street Trees	Cab and Chassis w/ Chipper Body	\$ 64,000
	Aerial Lift Truck	\$ 203,000
Parks Street Trees Misc	Wood Chipper	\$ 40,000
	Total General Fund Equipment Replacement	\$ 1,012,000
Public Works - Sewer	Service Body w/Crane	\$ 70,000
	Generator	\$ 10,900
Public Works - Ind. Pre-Treatment Pickup		\$ 45,000
	Total Sewer Equipment Replacement	\$ 125,900
Public Works - Equipment Maint.	Forklift	\$ 51,000
	Ingersol Air Compressor (2)	\$ 11,200
	Total Equipment Maintenance Equipment Replacement	\$ 62,200
Public Works - Water Distribution	Mechanical Mowing Arm	\$ 40,000
	Inverter Generator	\$ 6,000
	Computer/Misc Equipment	\$ 5,000
Public Works - Meter Reading	Pickup	\$ 47,000
	Total Water Equipment Replacement	\$ 98,000
Public Works - Solid Waste	Automated Containers	\$ 250,000
	Commercial Bins and Rolloff Containers	\$ 100,000
	Pickup	\$ 45,000
	Frontloader (2)	\$ 700,000
	Sideloader (3)	\$ 1,050,000
	Total Solid Waste Equipment Replacement	\$ 2,145,000
	TOTAL 2021/22 EQUIPMENT REPLACEMENT	\$ 3,443,100



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Consideration of Conduit Financing for the Finca Serena Affordable Housing Project

SOURCE: Community Development

COMMENT: The California Municipal Finance Authority ("CMFA") was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 330 municipalities, including the City of Porterville, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

UP Holdings California, LLC, an Illinois limited liability company (the "Sponsor"), on behalf of an entity to be created by the Sponsor or an affiliate of the Sponsor (the "Borrower"), requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$20,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used for the acquisition, construction, improvement and equipping of an 80-unit multifamily rental housing facility for low-income households, including permanent supportive housing for persons experiencing homelessness or chronic homelessness to be owned and operated by the Borrower and located at 358 'E' Street within the city of Porterville.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City Council must conduct a Public Hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to

the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the “Foundation”), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

In light of the foregoing, and in order to support affordable housing, staff recommends that the City Council, conduct a Public Hearing under the Tax and Equity Fiscal Responsibility Act (“TEFRA”) in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the “CMFA”), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$20,000,000, (the “Bonds”), to assist in the acquisition, construction, improvement and equipping of an 80-unit multi-family rental housing facility for low-income households, including permanent supportive housing for persons experiencing homelessness or chronic homelessness (the “Project”) located at 358 'E' Street within the city; and adopt a Resolution to approve the financing of the Project by the CMFA.

RECOMMENDATION:

That the City Council:

1. Conduct the Public Hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the “Code”).
2. Adopt the draft Resolution approving the issuance of the Bonds by the CMFA for the benefit of UP Holdings California, LLC, an Illinois limited liability company (the “Sponsor”), on behalf of an entity to be created by the Sponsor or an affiliate of the Sponsor (the “Borrower”), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

ATTACHMENTS:

1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____-2021

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000 TO FINANCE AN 80-UNIT MULTIFAMILY RENTAL HOUSING FACILITY FOR LOW-INCOME HOUSEHOLDS, FOR THE BENEFIT OF AN ENTITY TO BE CREATED BY UP HOLDINGS CALIFORNIA, LLC OR ITS AFFILIATE, AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, UP Holdings California, LLC, an Illinois limited liability company (the “Sponsor”), on behalf of an entity to be created by the Sponsor or an affiliate of the Sponsor (such entity, the “Borrower”), has requested that the California Municipal Finance Authority (the “Authority”) issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$20,000,000 (the “Bonds”), including but not limited to revenue bonds issued as part of a plan to (1) finance and refinance the acquisition, construction, improvement and equipping of an 80-unit multifamily rental housing facility for low-income households, including permanent supportive housing for persons experiencing homelessness or chronic homelessness (the “Project”) to be owned and operated by the Borrower and located at 358 E Street within the City of Porterville (the “City”), and (2) pay certain expenses in connection with the issuance of the Bonds; and

WHEREAS, an “applicable elected representative” of a jurisdiction in which the Project is to be located is required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the City Council of the City of Porterville (the “City Council”) is the elected legislative body of the City and is an “applicable elected representative” for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the “Agreement”), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

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

Section 1. The foregoing recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority, including but not limited to Bonds issued as part of a plan to finance and refinance the facilities described herein. It is the purpose and intent of the City Council that this resolution constitute

approval of the issuance of the Bonds by the Authority for the Project, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 4. The Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, APLC
475 Sansome Street, Suite 1700
San Francisco, CA 94111

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

BY _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Consideration of Community Development Block Grant – CV Non-Profit Grant Application for Central California Family Crisis Center Inc.

SOURCE: Community Development

COMMENT: On March 27, 2020, Congress passed the Coronavirus Aid, Relief and Economic Security (CARES) Act. The CARES Act supports prevention; preparation for; and response to the community impacts of the COVID-19 pandemic and includes specific sections that apply to Community Development Block Grant (CDBG) programs.

The U.S. Department of Housing and Urban Development has granted the City of Porterville a total of \$882,536 in CARES Community Development Block Grant funds (CDBG-CV) to be used to Prevent, Prepare for, and Respond to COVID-19.

On June 2, 2020 the City Council approved an amendment to the FY 2019/20 CDBG Action Plan to include CDBG-CV funds for use for Economic Development. An addendum to the Revolving Loan Fund (RLF) specifically for CDBG-CV funds was added to the RLF Guidelines to include a forgivable business loan (BAP-CV) for businesses operating in the City of Porterville; who were affected by Covid-19 to help them Prevent, Prepare for, or Respond to COVID-19.

On February 16, 2021 the City Council approved an amendment to allocate up to \$200,000 of CDBG-CV funding specifically for operational support to non-profits. A second addendum to the Revolving Loan Fund (RLF) specifically for CDBG-CV funds was added to the RLF Guidelines to include a grant for non-profits operating in the City of Porterville; who were affected by Covid-19 to help them Prevent, Prepare for, or Respond to COVID-19.

CDBG-CV funds follow the same economic development rules as entitlement CDBG funds, with a few waivers and flexibilities granted under the CARES Act. In addition to the CARES Act requirement that these funds be COVID-19 related as indicated above, the business must continue to meet a National Objective and not be a duplication of benefits. To document the National Objective, 51 percent of the created or retained jobs must be held and/or made available to Low-to-Moderate (LMI) persons and demonstrate that if not for CDBG-CV funds these jobs would be lost or not created. Additionally, the business must create or retain one full time equivalent (FTE) permanent position for every \$35,000 of CDBG-CV assistance.

Central California Family Crisis Center, Inc. (CCFCC), located at 211 N. main St., submitted an application for a CDBG-CV Operational Support for Non-Profits Program, requesting a grant to be used as working capital.

The COVID-19 pandemic has impacted CCFCC in a number of ways, including the number of in-person services provided, closure of their thrift store, as well as a reduction in grant funding, as it was directed to the COVID-19 response. CCFCC is requesting \$175,000 to help sustain their operations with employee retention. Without assistance they will be forced to take measures such as reducing staffing and cutting additional services, which will create further financial burdens. The complete budget is attached as Exhibit A.

Through the use of funds from the grant, CCFCC will meet that National Objective by retaining five (5) full time equivalent low to moderate income permanent positions. The business is located in Census tract 38.02, Block 2, which is qualified as a census block with over 70% LMI population; which is another method of demonstrating the benefit to LMI persons.

The Community Development Financial Assistance Review Committee reviewed the request and has recommended that the application be submitted to the City Council for consideration. If approved, CCFCC will enter into a sub-recipient agreement, for funding on a reimbursement basis; incorporating a Non-financial Employment Plan Agreement with the following terms:

1. A Subrecipient Agreement shall be signed between the City of Porterville and CCFCC outlining the terms of the grant, including; indemnification of the City, reporting requirements and conditions for repayment if grant requirements are not met. CDBG funding will be disbursed on a reimbursement basis to be used for working capital to prevent, prepare for, and respond to the COVID-19 pandemic in adhering to the social distancing guidelines.
2. CCFCC will enter into a Hiring Agreement (Non-Financial Agreement) with the City of Porterville to retain five (5) full time equivalent position at Central California Family Crisis Center, Inc. The Agreement will include language to assure that 51 percent of the jobs retained or created by the CDBG funding will be filled by or made available to, persons of low and moderate-income.
3. If at any time during the term of the agreement CCFCC fails to operate the business located at 211 N. Main Street in Porterville, California, as Central California Family Crisis Center, Inc. or moves outside of the City limits, the current grant amount for the project, shall become due and payable to the City of Porterville.

RECOMMENDATION: That the City Council:

1. Consider the CDBG-CV grant request in the amount of \$175,000 for Central California Family Crisis Center under the terms and conditions identified in items 1 through 3 above; and
2. Authorize the Mayor and City Manager to sign all documents and agreements necessary to complete the project.

ATTACHMENTS:

1. Application
2. Detailed Use of Funds
3. Draft Agreement
4. Financial Employment Plan Agreement - CCFCC

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: Patrice Hildreth, Deputy City Manager



COMMUNITY DEVELOPMENT BLOCK GRANT COVID-19 RELIEF (CDBG-CV)
CITY OF PORTERVILLE CARES ACT Support to Non-Profit Operations Grant (NPO-CV)
Community Development Department ♦ 291 N Main St ♦ Porterville, CA 93257
(559) 782-7460 ♦ (559) 781-6437 FAX ♦ Office Hours: Mon-Fri 7:30 AM – 5:30 PM

Support to Non-Profit Operations Grant Application & Information Packet

Introduction

In response to the Coronavirus Pandemic (COVID-19) the U.S. Department of Housing and Urban Development has notified the City of Porterville that is eligible to receive an allocation of \$882,536 in Community Development Block Grant funds to be used to Prevent, Prepare for, and Respond to COVID-19. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed into law on March 27, 2020, to respond to the growing effects of this historic public health crisis. An amendment to the 2019 Action plan allocated \$200,000 of that total for Support to Non-Profit Operations Grants.

Funds Available

Funds can only be used to Prevent, Prepare for, and Respond to the Coronavirus pandemic. All eligible businesses submitting a complete and timely application will have an equal chance on a first come first serve basis, at receiving a grant up to \$50,000 (any grant exceeding that amount will need to be approved by the City Council) until all funds are exhausted.

Eligible Applicants & Activities

Please review all the eligibility requirements which are outlined in the City of Porterville Revolving Loan Program Guidelines and Support to Non-Profit Operations Grants Addendum. A copy is available at: www.chooseporterville.com under the resources section or upon request.

Application Availability and Deadline

Complete Applications for CDBG-CV funds are available on the City of Porterville Economic Development Division webpage <http://www.ci.porterville.ca.us/depts/EconomicDevelopment/>. Applications are also available in alternative formats by contacting the City of Porterville Community Development Department at ecdev@ci.porterville.ca.us as well as by phone (559)782-7460.

The application, attachments and required documentation will be accepted on a first come first served basis until all funds are exhausted. Applicants whose applications can not be funded due to ineligibility or unavailability of funds will be notified as soon as reasonably possible. Applications will not be accepted by e-mail or fax.

Hard Copies Mailed/Delivered to: City of Porterville
Community Development Department
Attn: Jason Ridenour
291 N Main St
Porterville, CA 93257

Equal Opportunity Compliance

The Grant Program will be implemented in ways consistent with the City's commitment to State and Federal equal opportunity laws. No person or business shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG program funds on the basis of his or her religion, religious affiliation, age, race, color, creed, ancestry, national origin, sex, marital status, familial status, physical or mental disability, medical condition, genetic information, sexual orientation, gender, gender identity, gender expression or other arbitrary cause. All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program.

***PLEASE REVIEW THE COMPLETE CARES ACT SUPPORT TO NON-PROFIT OPERATIONS
GRANTS ADDENDUM GUIDELINES FOR THE FULL REQUIREMENTS AND DOCUMENTATION
NEEDED PRIOR TO COMPETING THE APPLICATION.***



Grant Proposal/Application

You are applying for assistance through the City of Porterville to maintain your Entity through the COVID-19 crisis. Please be assured that this information will remain confidential and will be used only to meet the record keeping requirements of the U.S. Department of Housing and Urban Development.

Main Entity Contact: Mary Culver	Tax ID#: 94-2632969
Entity Name: Central California Family Crisis Center, Inc.	
Entity Address: 1375 Westside Street, Porterville, CA 93257	
Service Location if different from above: 211 N. Main Street, Porterville, CA 93257	
Type of Entity: Non-Profit	Years in Operation: 43
DUNS #: 173267618	Facility is: Owned
Daytime Phone #: (559) 781-7462	Evening Phone #: (559) 359-9168
E-Mail: mculver@ccfamilycrisis.org	
Summary: Provide a brief overview of the proposal with information about the institution, its ability to complete the project, need, methods to be used and how those served will benefit. Funds will be utilized for payroll payments to retain employees. CCFCC has been negatively impacted due to COVID-19. Our Treasures thrift store has been closed for over 12-months because of health risks and concerns being required to wear face masks in the high heat causing excessive moisture build-up in the masks from the evaporative cooler which had the potential to cause pneumonia for our employees. Our thrift store revenue sustains our DV shelter, without this revenue for the past 12 months we have had a budget shortfall. We recently sold our thrift store location to allow for proper ventilation and social distancing for patrons and for the safety of our staff. Not only has COVID-19 impacted Treasures' revenue and our place of operation, it has also affected our ability to fundraise which is crucial for us to sustain our employee retention, we have lost out on our Sunday Social event, Candlelight Vigil, Applebee's pancake breakfast, and our Christmas Tree fundraisers to name just a few. We rely on financial support from our community, donors, and grants. Due to COVID-19 we have lost our United Way grant and the ESG-CV grant, funds for both programs are being diverted directly to the Alliance who is utilizing these funds for the homeless in efforts to house individuals during this pandemic. We will not be receiving any funding from these sources. Currently we have over a 50% budget shortfall due to COVID-19 and are in need of payroll payment and workers compensation assistance to retain our current staff and fill vacant positions. With the ability to retain our staff and fill vacant positions we will be able to continue to provide uninterrupted essential services to our clients. Institutional Background: Describe the institution in terms of its location, demographics, mission, relationship to the service area and past successes in the project area. We are the only domestic violence shelter within Porterville and the surrounding areas. The clientele that we serve is more than 85% low to moderate income. The Family Crisis Center is a multi-cultural organization which exists to protect individuals and families from domestic violence and economic deprivation by providing food, shelter, counseling, education and other charitable services. We provide direct services to victims of crimes. We offer our services 24 hours, 7 days a week and are here for clients during a crisis and/or when ready to seek assistance in breaking the cycle of domestic violence. We are a no-cost facility to DV victims and those suffering from chronic homelessness. Our program provides food, shelter, clothing and stability. We provide classes to educate and give clients the tools to succeed out on their own. In addition, as a low barrier, housing first shelter we offer assistance with transitional housing after the client has	



successfully completed our domestic violence program. For over 43 years we have continuously provided direct services for clients in our local community.

Program Goals and Objectives (Outcomes) Identifies anticipated outcomes and benefits in measurable terms. How is the situation expected to change as a result of the grant program?

We operate a 38-bed shelter facility. Recent HMIS data shows we served 322 individuals with 172 leavers who exited to a permanent housing destination. During COVID-19 we have remained operational at 50% capacity adhering to the Governor's mandates. While the number of individuals served is less than prior years due to capacity limits, the outcomes for leavers exiting to a permanent housing destination is expected to remain proportionally the same. Use of funds to stabilize employee retention during the COVID-19 pandemic will allow us to maintain our services and assist individuals in successfully completing our program and exiting into a safe permanent housing destination.

Methods/Implementation Plan: Describes the activities that directly support the achievement of the objectives. A timeline may be included in this section as well as a description on staffing needs.

Our day-to-day operations of direct services from our counseling center offer homeless assistance, food and clothing vouchers to those in need. We facilitate Batterers Intervention Program, Child Abuse Intervention Program, and Anger Management Classes. Individual counseling, legal advocacy, and temporary restraining orders are also provided. We provide emergency shelter to victims of domestic violence and those suffering from chronic homelessness at no-cost. Clients receive Counseling, advocacy, referrals and information, safety planning, parenting education, participate in self-help groups and employment training. Clients are provided voucher for clothing and shoes from our thrift store. Proceeds from our Treasures Thrift store help fund the emergency shelter. All of these activities and services require trained staff. Funding to retain current staff and immediately fill any vacancies will allow us to continue to provide uninterrupted services and remain fully operational.

Evaluation Plan: Presents a plan for determining the success of the project at interim points and at the end of the project.

Success of the project will be measured by the ability to remain operational and fully staffed. We will evaluate our job vacancies at the beginning of the project, at 365 days and at the end of the project. Success will be determined by overall employee retention throughout the project term of two years.

Project Budget

Working capital is the only eligible expense, please provide breakdown of use of funds: Identify the costs to be met by the funding source and the methods used to determine costs (*i.e. Rent for June, July and supplies*)

Funds will be utilized to retain 5 employees and will be expended during the 60 days after the approval and funding of this application on payroll payments and workers compensation insurance. These funds will allow us to retain these essential employees during our budget shortfall due to COVID-19. Positions to be retained will be an Accounting Clerk, Retail Production Assistant, and (3) Client Advocates. Each of the employees share a vital role in the continued operations of the overall agency. However, if not funded, we will need to reduce staffing. In addition to payroll payments and workers compensation insurance, we will be utilizing these funds to purchase safety supplies and materials for all employees. Funding will assist our agency with business stabilization due to COVID19 related budget shortfalls

Total Working Capital Need	PPP Loan	EIDL	Other	Gap (Total – PPP – EIDL – Other = Gap)	Requesting (CDBG-CV from City of Porterville)
\$ 1,409,000	\$ 433,968	\$ \$	\$ 647,587	\$ 327,445	\$ 175,000

NARRATIVE: (Include information about the efforts made to obtain other financing like PPP and EIDL to cover gap financing and result if not already granted and included above.)

In April of 2020 we received a PPP loan in the amount of \$220,672 for payroll protection. These funds were fully exhausted by August 2020 and we received full forgiveness on this loan. In February of 2021 we received a second round PPP loan in the amount of \$213,296 for payroll protection. These funds will be fully exhausted by July 2021 and we anticipate a full forgiveness on this loan. On October 1, 2020 we were awarded our CalOES Domestic Violence grant in the amount of \$537,587 and our HUD PSH grant in which we anticipate to spend down in the amount of \$110,000. Both of these grants are not month specific on draw downs and can be drawn down at any time during the grant period of 10/1/20-09/30/21 on allowable expenditures. That being said, if this application is approved, we will defer drawing down on the CalOES and HUD PSH grants for payroll and COVID-19 related budget shortfall expenditures until the CDBG-CV funds have been completely exhausted. No expenditures will be duplicated. By utilizing the CDBG-CV monies for payroll payments, workers compensation insurance and materials and equipment to assist with social distancing, and safety supplies and equipment for all employees related to COVID-19 pandemic we can restructure our CalOES and HUD grants to cover non-covid related operational expenditures to sustain our business.

Problem Statement/Needs Assessment: Documents the problem or need with hard data, linking it to the funding source's goals and priorities. Explain how this request of funds will help your entity prevent, prepare or respond to COVID-19: (Including how your entity has been negatively impacted by COVID-19.)

The COVID-19 pandemic negatively impacted our revenue stream on multiple fronts. We currently have a loss of \$46,259 from 07/01/2020 through 04/30/2021 (Our FYE is 06/30). During the same period last year, we had a profit of \$186,630. Throughout the COVID-19 pandemic, we have not been permitted to provide all of our program services, such as in-person Batterers Intervention and Child Abuse Intervention classes, which has resulted in lost revenue of \$35,046. In addition, the COVID-19 pandemic forced us to shut down our thrift store, which resulted in lost revenue of \$128,379. Furthermore, the pandemic led to us losing out on some additional grant funding. Our income for this year is at \$1,211,007, while our income for this time last year was \$1,621,098, more than a \$400,000 dollar loss. Our current annual budget is at \$1,409,000, and despite trimming our expenditures to the minimum, we still anticipate an estimated budget shortfall of \$147,000. The use of the requested funds of \$175,000 will sustain our operations with employee retention. We have already lost revenue for not being able to provide full services, so if we are forced to reduce our staffing, additional services will have to be cut, which will create additional financial burdens. With the outlook of the pandemic improving and the Governor lifting mandates, we anticipate to be fully operational on July 1, 2021 with in-person classes and the re-opening of our thrift store. Revenue from these sources will sustain our day-to-day operations.

Future Funding/Sustainability: Describes how expenses not supported by the grant will be covered and how the project effort will continue after the grant ends.

During the pandemic we have not been able to perform our annual fundraisers our Treasures Thrift Store has been closed due to COVID-19. Fundraisers and proceeds from our thrift store sales provide the funds to cover our expenses during normal operation. We anticipate opening our thrift store mid-June and resume our fundraising efforts as well. The pandemic has affected our normal day to day operations and as the State mandates are lifted, we will resume our activity to sustain our agency which has been in operation since 1977.

Labor Information*: (attach more pages if needed)

Existing Position (Retained)	Address of Employee Retained	Part Time or Full Time	Total Household (including employee)		Health Benefits Offered
			Size	Annual Income	



1	Accounting Clerk	333 N Capitola	☐ PT ☒ FT	1	Total HH Annual \$	☐ Yes
2	Retail Production Assist	672 N Second St	☐ PT ☒ FT	1		☐ Yes
3	Client Advocate	45 Salisbury #45	☐ PT ☒ FT	1		☐ Yes
4	Client Advocate	534 W Sunnyside, #1	☐ PT ☒ FT	1		☐ Yes
Total FTE			5 (see attachment)			

	<i>Position (Expected to Create with CDBG-CV funds)</i>	Number of Positions	<i>Part Time or Full Time</i>	<i>Entry Level</i>	<i>Offered to LMI Household</i>	<i>Health Benefits Offered</i>
1			☐ PT ☐ FT	☐ Yes	☐ Yes	☐ Yes
2			☐ PT ☐ FT	☐ Yes	☐ Yes	☐ Yes
3			☐ PT ☐ FT	☐ Yes	☐ Yes	☐ Yes
4			☐ PT ☐ FT	☐ Yes	☐ Yes	☐ Yes
Total Full Time Employees:			Total Part-Time:		Click or tap here to enter text.	
Number of Jobs Created/Retained by Project: 5 retained						
Ratio of Jobs Created/Retained by BAP-CV Funding: 5:175,000 (Min requirement = 1:\$35,000)						

* If awarded additional demographic information will be required before disbursement of funds. These include, but are not limited to race and ethnicity, age, sex, disability of positions retained. If positions are created the same demographic information will be required for those jobs therefore employer must collect that information at application and submit to the City to show compliance with CDBG-CV funding.

Additional Information: CHECKLIST OF REQUIRED DOCUMENTS/INFORMATION

PROVIDE WITH APPLICATION: (Must be turned in with application in order to be considered a COMPLETE application)

- ☐ Documentation to help verify the economic hardship suffered as a result of COVID-19 including financial statements and other data as applicable.
- ☐ Detailed description of the proposed project
- ☐ Detailed Expense Budget
- ☐ An acceptable form of government-issued photo ID
- ☐ Most recent year Tax Returns
- ☐ Copy of official filing with the California Secretary of State (which must be active), if applicable or City of Porterville Business License for your entity (all that apply);
 - ☐ Articles of Incorporation
 - ☐ Certificate of Organization
 - ☐ Fictitious Name of Registration
 - ☐ Proof of 501(c)3 status
 - ☐ Government-issued Business License (sole proprietors without fictitious name)
 - ☐ DUNS Number
 - ☐ SAM.gov Registration
- ☐ If retaining employees: Address of employee section above must be completed

BEFORE FINAL APPROVAL: (Must be provided in order to obtain FINAL approval)

- ☐ Employment Connection Documentation (if creating jobs)
- ☐ Annual Income Certification of Jobs Retained

BEFORE FINAL PAYMENT: (Must be provided in order to receive FINAL payment)



	<i>Existing Position (Retained)</i>	<i>Address of Employee Retained</i>	<i>Part Time or Full Time</i>	<i>Total Household (including employee)</i>		<i>Health Benefits Offered</i>
				<i>Size</i>	<i>Annual Income</i>	
5	Client Advocate	149 N. Maston St.	☐ PT ☒ FT	1	Total HH Annual \$	☐ Yes
6	Client Advocate	Client Advocate	☐ PT ☐ FT	0		☐ Yes
7	Client Advocate	Client Advocate	☐ PT ☐ FT	0		☐ Yes
8	Client Advocate	Client Advocate	☐ PT ☐ FT	0		☐ Yes
			Total FTE 5			

- ☐ Employment Connection LMI Certification for jobs created with CDBG-CV funding (if creating jobs)
- ☐ Annual Income Certification of Jobs Created (once jobs are created)

Required Certifications

By checking the boxes below, the undersigned hereby certifies that the statement is true and correct to the best of their knowledge.

- ☒ I certify that my business is located within the City of Porterville and the business maintains all proper licenses and permits for operation.
- ☒ I certify that the business is current with all local, state, and federal taxes.
- ☒ I certify that I have not applied for or received funds to cover the same costs this grant is intended to be used for. Duplication of funds is explicitly prohibited by HUD.
- ☒ I certify that the above information contained on this form and attachments is accurate and complete to the best of my knowledge, under penalty of law and verifiable by federal government representatives. I understand that funds are limited and acceptance of application does not guarantee a funding commitment or project approvals from the CDBG- CV Support to Non-Profit Operations Grants Program. I authorize the City of Porterville to obtain all necessary credit report and inquiries to verify the accuracy of the above statements and to determine creditworthiness pertaining to this grant request. I will provide the information required to verify this data (e.g. payroll records, tax filings, account statements, etc.). I understand that the City of Porterville will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation or inaccurate information may result in disqualification of the grant application, termination of the subrecipient agreement, and/or request for repayment of money given.

Mary Culver

Entity Representative Name



Signature

Executive Director

Title

06/04/2021

Date



Detailed Use of Funds

Business Name: Central California Family Crisis Center, Inc.

Type of Expense		Amount Requested	Itemized Description	Purpose
Example: Outdoor Dining Equipment		\$1,000.00	(2) Tables - \$200 each (1) Canopy - \$300 (2) Outdoor Fan - \$150 each	This will allow us to move our dining outdoors so that we are able to continue operating our business while complying with Covid-19 state and local mandates.
1	Employee wages	\$ 166,000.00	(30) Employee wages	approx 60 days of wages for employee retention while complying with COVID-19. Funds will assist us in retaining (5) entry level positions
2	Workers Comp insurance	\$ 9,000.00	(2) months premiums	approx 60 days of work comp premiums
3	PPE		masks, gloves, disinfectant wipes, spray etc	If needed - up to \$5,000
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
TOTAL		\$ 175,000.00		

By signing below, I certify that the following statements are true and correct to the best of my knowledge. I have not applied for or received funds to cover the same expenses this program is intended to be used for and is listed above. I understand that I will be required to provide documentation to verify that these expenses were paid and provide such documentation to the City of Porterville within 60 days of obtaining the loan. Duplication of benefits is strictly prohibited with CDBG-CV funds. I understand that CDBG-CV funds may not be used to pay for costs, if another source of financial assistance is available to pay that cost.

Mary Culver, Executive Director
Name

Janice Castle, Treasurer
Name



1/7/21
Date



1-7-21
Date

SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF PORTERVILLE, CALIFORNIA
AND
CENTRAL CALIFORNIA FAMILY CRISIS CENTER
FOR
2020-2021
THE CITY OF PORTERVILLE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG-CV OPERATIONAL SUPPORT TO NON-PROFITS GRANT PROGRAM

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**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF PORTERVILLE, CALIFORNIA
AND
CENTRAL CALIFORNIA FAMILY CRISIS CENTER
FOR
THE CITY OF PORTERVILLE
CARES ACT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-CV)**

THIS AGREEMENT, entered this ____ day of ____, 2021, by and between the CITY OF PORTERVILLE (herein called the “Grantee” and/or “City”) and Central California Family Crisis Center, Inc (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, On March 27, 2020, Congress passed the Coronavirus Aid, Relief and Economic Security (CARES) Act. The CARES Act supports prevention; preparation for; and response to the community impacts of the COVID-19 pandemic and includes specific sections that apply to Community Development Block Grant (CDBG) programs. The City of Porterville, as a CDBG Entitlement Jurisdiction, received additional CDBG funds in the amount of \$882,536 in funding referred to as CDBG-CV; and

WHEREAS, the City Council approved an amendment to the program year 2019 annual action plan to include the CDBG-CV funds for Economic Development programs to assist For-Profit and Non-Profit businesses affected by the COVID-19 Pandemic; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing a portion of such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

ARTICLE 1- PROJECT

SECTION 1: SCOPE OF SERVICES

A. Activities

1. General Statement: The Subrecipient will provide emergency shelter services to people experiencing and at-risk of homelessness with the community. The Subrecipient will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:
2. Program Delivery:

The 2019 Annual Action Plan, CDBG-CV Allocation, approved by City Council on February 16, 2021, allocated funds for Non-Profit operations of which the subrecipient applied for \$175,000 and shall be directed toward the following deliverables:

Activity #1 Creation or Retention of 1 Permanent Full time Low-Mod Job for every \$35,000 received as part of the grant.

3. Administration: Not applicable.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity/activities carried out under this Agreement will meet the National Objective of ***570.208 will benefit low to moderate income persons through Job creation or retention activities.***

C. Goals and Performance Measures/Milestones

The levels of accomplishment may include such measures as jobs created, income level of households and COVID-19 eligible expenses and should also include time frames for performance as outlined in the Revolving Loan Fund & CDBG-CV amendments.

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total</u>
Create/Retain	1 full time equivalent permanent job for every \$35,000 for a minimum of 5 FTE permanent positions

D. Staffing

The Subrecipient will dedicate the following staffing to the Project:

Project Oversight:

Mary Culver, Executive Director

Financial Management:

Mary Culver, Executive Director

Implementation:

Mary Culver, Executive Director

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute

noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee Agreement, suspension or termination procedures will be initiated.

F. Special Conditions

N/A

SECTION 2: PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: Porterville, CA

Service Area: City of Porterville

Matrix Code: LMJ

Basic Eligibility Citation: 24 CFR 570.208(a)(4): Job Creation or Retention

Amount Funded: CDBG-CV 2019 - \$175,000

SECTION 3: TERM OF AGREEMENT

The term of this Agreement is 6 months from date of signed agreement by the City. The term of this Agreement may be extended should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4: PROGRAM REPORTING

The Subrecipient shall submit such reports as are required by the City to meet its local obligations and its obligations to HUD. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to the following:

- Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.
- Annual report on demographic and income information regarding persons assisted by the Subrecipient through this Agreement.
- Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and final financial report, upon termination or completion of the services specified in this Agreement.

ARTICLE 2- FINANCIAL MANAGEMENT

SECTION 1: PAYMENTS AND BUDGET

A. General Statement

The City shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed the annual allocation referenced under Section 2 upon presentation of properly executed reimbursement forms as provided by and approved by the City.

Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's application and budget and approved by the City unless any or all such costs are disallowed by HUD. Such reimbursement shall constitute full and complete payment by the City under this Agreement.

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

B. Payments

Reimbursement requests must be mailed to: Claudia Calderon, City of Porterville, 291 N Main Street, Porterville, CA 93257. Payment shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made to:
Central California Family Crisis Center Inc.
PO Box 2033
Porterville CA, 93257

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in Paragraph C, below, and in accordance with performance.

C. Budget, Program Year 2020-2021

<u>Line Item</u>	<u>Amount</u>
Salaries	\$166,000
Workman's Compensation Insurance	\$9,000
Personal Protective Equipment (if needed can be taken from another approved expense category up to \$5000)	\$0
TOTAL	\$175,000

Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient. Any indirect costs charged must be consistent with the conditions of Article 2, Section 5 of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

D. Termination:

This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon **thirty (30) days'** written notice of termination to Subrecipient. Upon termination, Subrecipient shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Subrecipient in order to reimburse City for any losses, damages or expenses caused by Subrecipient's default under this Agreement.

E. Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- Upon written request by the Subrecipient, the City shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;
- Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee; and
- Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the City.

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and HUD shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein.

The Subrecipient shall also:

- Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.
- Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subrecipient's accounting records.
- Maintain payroll, financial, and expense reimbursement records for a period of four (4) years after receipt of final payment under this Agreement.
- Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City or HUD at any time during normal business hours and as often as necessary.
- Inform the City concerning any funds allocated to the Subrecipient, that the Subrecipient anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the City to other Subrecipients.
- Repay the City any funds in its possession at the time of the termination of this Agreement that may be due to the City or HUD.
- Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a monthly basis on forms provided by the City.

SECTION 3: REIMBURSEMENT

The City shall reimburse the Subrecipient only for actual incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the City. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

In the event that the City or HUD determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the City or HUD may order repayment of the same. The Subrecipient shall remit the disallowed amount to the City within thirty (30) days of written notice of the disallowance.

The Subrecipient agrees that funds determined by the City to be surplus upon completion of the Agreement will be subject to cancellation by the City.

The Subrecipient agrees that upon expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds.

The City shall be relieved of any obligation for payments if funds allocated to the City cease to be available for any cause other than misfeasance of the City itself.

The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this agreement.

SECTION 4: PROGRAM INCOME

The Subrecipient shall report monthly on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the completion of the Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

SECTION 5: INDIRECT COSTS

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee/City
City of Porterville
291 N. Main Street
Porterville, CA 93257
(559) 782-7460
(559) 781-6437
ccalderon@ci.Porterville.ca.us

Subrecipient
Central California Family Crisis Center
211 N. Main St
Porterville, CA 93257
(559) 781-7462
mculver@ccfamilycrisis.org

SECTION 2: GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- OMB Circular A-87 "Cost Principles for State and Local Governments," or OMB Circular A-110, or OMB Circular A-122 "Cost Principles for Non-Profit Organizations," or OMB Circular A-21 "Cost Principles for Educational Institutions";
- OMB Circular A-128, "Audits of State and Local Governments" or OMB Circular A-133 "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.); and
- Flood Disaster Protection Act of 1973.

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Subrecipient. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of

all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

To the fullest extent permitted by law, the Subrecipient agrees to hold harmless, defend and indemnify the City and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

1. Insurance: The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.
2. Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as:
 - a. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - c. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - d. Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

Contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

Contractor may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Contractor shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection A.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

3. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.
4. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:
 - a. **General Liability and Automobile Liability Coverages:**
 - The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall be non-contributory.
 - Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
 - The Contractor's insurance 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.
5. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

6. **Verification of Coverage:** Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
7. **Waiver of Subrogation:** Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
8. **Special Risks or Circumstances:** Entity reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
9. **Subcontractors:** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Licensing

The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, City or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Subrecipient licenses related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the City.

G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Failure to Perform

In the event of a failure by the Subrecipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the City's right to suspend or terminate this Agreement. The City may consider performance under this Agreement when considering future awards.

I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of funds provided under this Agreement;
- Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect; or
- Failure to take satisfactory corrective action as directed by the City.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this Agreement.

Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the City and the City may also declare the Subrecipient ineligible for further participation in the CDBG program.

J. Ownership of Documents

All documents and other writings and electronic disks containing drawings prepared by and for Subrecipient, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City, and the City shall have the sole right to use such materials in its discretion without further compensation to Subrecipient or to any other party. Subrecipient shall, at Subrecipient's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

However, the City's use of completed documents for other projects and/or the use of uncompleted documents without the written authorization of Subrecipient, will be at the City's sole risk.

SECTION 3: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards: The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles: The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:
 - Records providing a full description of each activity undertaken;
 - Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - Records required to determine the eligibility of activities;
 - Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
 - Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
2. Retention: The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four year period, whichever occurs later.
3. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income

level or other basis for determining eligibility, demographic information and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure: The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by California law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
5. Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Citizen Participation

The Subrecipient will have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

D. Procurement

1. Compliance: The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
2. OMB Standards: Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

E. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
- In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (1) transferred to the Grantee for the CDBG program or (2) retained after compensating the Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

SECTION 4: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Grantee may, however, preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals, businesses, non-profit organizations and farms) as a result of activities assisted with CDBG funds is generally discouraged.

SECTION 5: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. General Compliance: The Subrecipient agrees to comply with all civil rights laws, including but not limited to FHA, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
 - Subcontractor agrees to gather and maintain such information as HUD deems necessary with respect to the racial and ethnic, gender of the head-of-household and disability characteristics of the applicants and participants to federally funded programs;
 - (c) Subcontractor agrees to administer their programs and activities in such a way as to not limit access on the basis of race, color, or national origin. Access to such programs by persons who have Limited English Proficiency (LEP) is protected, on the basis of national origin. LEP services in Spanish shall be provided when requested; and
 - (d) Subcontractor agrees to include a non-discrimination notice in informational, advertising and marketing materials for federally funded programs and ensure services comply with Section 504 noticing requirements.
2. Nondiscrimination: The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap, or on the grounds of any other protected classification as prohibited by law:

- Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
- Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
- Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;

- Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
- Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement; and
- Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

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- 3. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- 4. Section 504: The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement. Any concerns regarding this provision should be directed to the City's ADA Coordinator, at Patrice Hildreth, (559) 791-7447.
- 5. Architectural Barriers Act/Americans with Disabilities Act: The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA") (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in

existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

6. Notice of Non-Discrimination: Neither Grantee or Subrecipient shall not discriminate based on race, color, national origin, religion, sex, or disability in the award or implementation of this Agreement.

B. Affirmative Action

1. Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.
2. Women- and Minority-Owned Businesses (W/MBE): The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. Access to Records: The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications: The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

The Subrecipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer,

recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

6. Subcontract Provisions: The Subrecipient will include the provisions of Section 5. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity: The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
2. Labor Standards: The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Drug-Free Workplace: The Subrecipient will or will continue to provide a drug-free workplace by:
 - Maintaining a Zero Tolerance Drug Policy;
 - Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in

the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
- Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The Subrecipient's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. "Section 3" Clause

- a. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of

lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient further agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b. Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

- 1. Assignability: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.
- 2. Subcontracts
 - a. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such subcontract.

- b. Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d. Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
3. Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Confidentiality: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Subrecipient in connection with the performance of this Agreement shall be held confidential by Subrecipient. Such materials shall not, without the prior written consent of City, be used by Subrecipient for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement. Nothing furnished to Subrecipient which is otherwise known to Subrecipient or is generally known, or has become known, to the related industry shall be deemed confidential. Subrecipient shall not use City's name, insignia, photographs, or the project for which Subrecipient's Services are rendered, or any publicity pertaining to the Subrecipient's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent by City.
5. Conflict of Interest: The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:
- The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - No employee, officer, or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract,

or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

6. Lobbying: The Subrecipient hereby certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Grantee Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

8. Copyright: If this Agreement results in any copyrightable material or inventions, the Grantee reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

9. Religious Activities: The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

- It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
- It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

10. Other Program Requirements: The Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K, regardless if the law is specifically stated in this Agreement, except that:

- The Subrecipient does not assume the City's environmental responsibilities described in Section 570.604; and
- The Subrecipient does not assume the City's responsibility for initiating the review process under Executive Order 12372.

SECTION 6: ENVIRONMENTAL

CDBG regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act (NEPA).

City staff will complete the ERR. The time required for completion of the ERR can vary from a week to a few months. If the initial Environmental Assessment determines that an Environmental Impact Statement (EIS) or a Biological Assessment (BA) is necessary, the Subrecipient will be required to make appropriate budget modifications to assure the costs of the EIS or BA are paid for from project funds. After completing the ERR, the City may publish a notice of a Finding of No Significant Environmental Impact (FONSI) in a local newspaper declaring the intent to request release of project funds from HUD. After the release of the funds by HUD, the City will send the Subrecipient a written notice to begin the project. Subrecipients shall not implement any project activities or incur any project costs until receipt of the notice to proceed.

The City must also determine whether the project meets other applicable statutory and regulatory requirements which include by are not limited to the following:

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 8: SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 9: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 10: WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 11: SUCCESSORS

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

SECTION 12: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 13: NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

SECTION 14: ATTORNEYS FEES

If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Tulare, State of California for any proceeding arising hereunder.

SECTION 15: GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of California. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising there under shall be in the Superior Court of Tulare County, California, and, if necessary for exclusive federal questions, the United States District Court for the Eastern District of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee:
City of Porterville, California

Subrecipient:
Central California Family Crisis Center

By _____
John D. Lollis
City Manager

By _____
Mary Culver
Executive Director

Date: _____

Date: _____

Attest:

Patrice Hildreth
Administrative Services Director

Date

NON-FINANCIAL EMPLOYMENT PLAN AGREEMENT

This Agreement, between the City of Porterville (City) and Central California Family Crisis Center Inc., (Employer) will be used to assure continuing employment opportunities to economically disadvantaged and unemployed residents of the City. Under this Non-Financial Employment Plan Agreement, the Employer intends to retain **five (5)** full-time equivalent permanent job(s) prior to full allocation of funds.

The Tulare County Workforce Investment Department – Employment Connection office shall be its resource for recruitment, referral, and placement in positions covered herein. This Agreement is not a loan agreement.

I. GENERAL TERMS:

- A. The Employer agrees to enter into this Agreement and will notify the office in Section I (D) of any anticipated job openings.
- B. It is the Employer's expectation that employment opportunities will occur as shown on Attachment "A".
- C. The office in Section I (D) will provide employment recruitments, referral, and placement services to the Employer, subject to the limitations set out in this Agreement.
- D. The City's employment and training responsibilities under this Agreement, unless otherwise assigned, will be provided through:

Tulare County Workforce Investment Department
Employment Connection
1063 W. Henderson Avenue, Suite A
Porterville, California 93257

- E. Hire documentation must be obtained from the Employment Connection in order to receive the remaining loan balance.
- F. This Agreement shall take effect when signed by the parties below and fulfillment of all specified requirements shall be initiated within the first year of business operation and shall be in force for a period of five years; or
- G. If the applicant was approved through the CARES Act Addendum to the Revolving Loan Fund Guidelines, the Agreement shall be in force for a period of 24 months

following the from the date of this agreement.

II. EMPLOYMENT RECRUITMENT:

- A. The Employer agrees to include all Employer's hourly job openings in Porterville created as a result of internal promotions, termination, and expansion of Employer's work force.
- B. At least seven (7) working days prior to anticipated hiring dates, the Employer will notify the Employment Connection of its needs for new employees in the covered positions. Verbal notification shall include, but not be limited to:
 - a) Number of employees needed by job title
 - b) Job description including minimum qualifications stated in quantifiable and objective terms
 - c) Work to be performed
 - d) Hiring dates
 - e) Rates of pay
 - f) Hours of work

III. REFERRAL:

- A. The Employment Connection will refer job applicants to the Employer in response to the notification by the employer for new employees as described in Section II(B).
- B. The Employment Connection will screen applications according to the qualifications agreed upon with the Employer.
- C. The Employment Connection will notify the Employer of the number of applicants it will refer and begin making referrals (conditions permitting) no later than three (3) working days prior to the anticipated hiring date. The Employment Connection will make every reasonable effort to refer at least one qualified person, or more if desired, for each job opening.

IV. PLACEMENT:

- A. ALL DECISIONS ON HIRING NEW EMPLOYEES WILL BE MADE BY THE EMPLOYER. The Employer agrees to fill covered positions from the persons referred by the Employment Connection.
- B. The City will monitor job creation of employees placed under the Agreement through semi-annual surveys by a representative from the City and a review of quarterly hiring summaries provided by the Employment Connection, EDD, or other eligible agency during the first five years (24 months for applications approved under the CARES Act Addendum) of business operation in a form acceptable to the City.

- C. After the Employer has selected employees through referrals of the Employment Connection, the Employment Connection will not be responsible for the Employee's actions and the Employer hereby releases the City of Porterville, and the Employment Connection of Liability.
- D. Employer, in cooperation with the Employment Connection, agrees to maintain the following documentation in support of the employment process: (a) the number and types of jobs created; (b) what hiring process was used; (c) which persons were interviewed for a particular job; and (d) which interviewees were hired.

V. CONTROLLING REGULATIONS AND LAW:

- A. If this Agreement conflicts with any labor laws or other governmental regulations, the laws or regulations shall prevail.
- B. If this Agreement conflicts with a collective bargaining agreement to which the Employer is a party, the bargaining agreement shall prevail.
- C. The Employer shall not discriminate against any applicant for employment due to race, religion, age, color, sex, national origin, physical handicap, sexual orientation, political affiliation, or on the basis of any other protected classification as required by law.
- D. The U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services provides that the Immigration Reform and Control Act, 8 U.S.C. 1324a et seq. prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment. Employers are prohibited from hiring any individual, including a U.S. citizen, for employment in the U.S. without verifying his or her identity and employment authorization on Form I-9.

VI. INDEMNIFICATION, ASSIGNMENT MODIFICATION, AND RENEWAL:

- A. To the fullest extent permitted by law, the Employer shall defend and indemnify the City of Porterville and its officers, agents and employees against and hold the same free and harmless from any and all claims, demands, damages, losses, costs, and/or expenses of liability due to, or arising out of, either in whole or in part, whether directly or indirectly, the organization, development, construction, operation, or maintenance of the Project, except for liability arising out of the sole negligence or willful misconduct of City, its officers, agents or employees.
- B. This Agreement may, upon mutual agreement, be modified in order to improve the working relationship described herein.

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ACCEPTANCE:

By: Mary Culver, Executive Director

Date

CITY OF PORTERVILLE

Adrian Monte Reyes

Date

ATTEST:

John D. Lollis, City Clerk

Approved as to Form:

Julia Lew, City Attorney

ATTACHMENT “A”



Central California

Family Crisis Center

211 N. Main Street Porterville, CA (559) 781-7462

POSITION DESCRIPTION – Accounting Clerk

The following statements are intended to describe the general nature and level of work to be performed and are not intended to be an exhaustive list of all responsibilities of this position.

Central California Family Crisis Center (CCFCC) is a culturally and linguistically competent multi-service nonprofit organization dedicated to providing services to those affected by domestic and sexual violence, elder abuse, economic deprivation and homelessness regardless of gender identity or sexual orientation. Our emphasis is on client-centered, trauma-informed care. We work with diverse partners to promote individual, family and community transformation.

CCFCC is an equal opportunity employer. The organization does not discriminate on the basis of race color, religious creed, ancestry, national origin, age, sex or gender (which includes gender identity), pregnancy, childbirth or related medical conditions (as defined under California law), veteran status, family care status, taking or requesting statutorily protected leave, or any other basis protected by law. CCFCC is a drug-free workplace.

This position requires the ability to work with diverse audiences, under pressure and maintaining personal/professional boundaries. It also requires the ability to multi-task, meet deadlines and manage stress constructively. Excellent oral, written and interpersonal skills are required –equally fluent in English/Spanish required. The advocate must adhere to the legal requirements of confidentiality at all times.

FLSA CLASSIFICATION: Hourly, Non-Exempt – Full Time

WORK SCHEDULE:

- Full-time position based on business needs.
- This position does require a flexible schedule based on agency needs. Must be available evenings and weekends, if needed.

REPORTS TO: Executive Director

GENERAL DESCRIPTION OF POSITION: Entry Level Position. Compute, classify, and record numerical data to keep financial records complete. Perform any combination of routine calculating, posting, and verifying duties to obtain primary financial data for use in maintaining accounting records. May also check the accuracy of figures, calculations, and postings pertaining to business transactions recorded by other workers.

ESSENTIAL DUTIES/ RESPONSIBILITIES/KNOWLEDGE:

To perform effectively in this position, the incumbent must have/be:

Work Activities

- Interacting with Computers
- Getting Information
- Documenting/Recording Information
- Establishing and Maintaining Interpersonal Relationships
- Communicating with Supervisors, Peers, or Subordinates
- Organizing, Planning, and Prioritizing Work
- Performing Administrative Activities
- Processing Information
- Communicating with Persons Outside Organization

Detailed Work Activities

- Answer telephones to direct calls or provide information.
- Calculate costs of goods or services.
- Calculate financial data.



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- Code data or other information.
- Collect deposits, payments or fees.
- Compile data or documentation.
- File documents or records.
- Maintain financial or account records.
- Monitor financial information.
- Operate computers or computerized equipment.
- Operate office equipment.
- Prepare cash for deposit or disbursement.
- Reconcile records of sales or other financial transactions.
- Search files, databases or reference materials to obtain needed information.
- Verify accuracy of financial or transactional data.
- Other duties as necessary and assigned. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- High School education or GED equivalent.
- Must possess valid CA driver's license, proof of personal auto liability insurance & acceptance by our insurance carrier.
- Must have clear State DOJ and FBI criminal background check
- Must be able to pass pre-employment drug screen
- Certification in the 40-hour Domestic Violence counselor/advocate training as required by the State of California – training and certification will be provided after hiring.
- Ability to operate tools and equipment listed.

Basic Skills

- Using mathematics to solve problems.
- Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Understanding written sentences and paragraphs in work related documents.
- Talking to others to convey information effectively.

Social Skills

- Adjusting actions in relation to others' actions.

Complex Problem Solving Skills



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- Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.

Resource Management Skills

- Managing one's own time
- Obtaining and seeing to the appropriate use of equipment, facilities, and materials needed to do certain work.

Desktop Computer Skills

- Databases - Using a computer application to manage large amounts of information, including creating and editing simple databases, inputting data, retrieving specific records, and creating reports to communicate the information.
- Navigation - Using scroll bars, a mouse, and dialog boxes to work within the computer's operating system. Being able to access and switch between applications and files of interest.
- Presentations - Navigating the Internet to find information, including the ability to open and configure standard browsers; use searches, hypertext references, and transfer protocols; and send and retrieve electronic mail (e-mail).
- Spreadsheets - Using a computer application to enter, manipulate, and format text and numerical data; insert, delete, and manipulate cells, rows, and columns; and create and save worksheets, charts, and graphs.
- Word Processing - Using a computer application to type text, insert pictures, format, edit, print, save, and retrieve word processing documents

TOOLS AND EQUIPMENT USED:

- Motor vehicle, multi-line telephone, cell phone, personal computer, internet, email, copy and fax machines.

SPECIAL ADA REQUIREMENTS CCFCC is in full compliance with the Americans with Disabilities Act (ADA) and does not discriminate with regard to applicants or employees with disabilities and will make reasonable accommodation when necessary.

- For the purpose of the ADA, the "Responsibilities" and Qualifications" are essential job functions.
- Bending, lifting and carrying up to 40 pounds (files/boxes) required; lifting from floor or inside car, inside truck, or from trunk.
- Both standing and sitting are required for extended periods of time
- Vision for near and far distance and ability to hear average or normal conversations and receive ordinary information are needed. Must have ability to receive and convey detailed and/or important instructions or ideas accurately, audibly and quickly on the telephone and in person
- Manual dexterity required and able to use wrists, hands and/or fingers in repetitive motion. Prepare and/or review documents and communications on computer, on paper, in files.
- Must move up and down stairs in the facilities

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee works in a Shelter setting, as well as throughout the community. The noise level in the work environment is typical of a busy shelter, ranging from quiet to moderately noisy.



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Wages are determined by the scope of the position and the experience of the incumbent. Information on wages and any available benefits (such as vacation, paid sick leave, holiday pay, health insurance, etc.) attributed to this position will be discussed separately.

Job descriptions are not intended and do not create employment contracts. The organization maintains its status as an at-will employer. Employees can be terminated for any reason not prohibited by law.

This job description has been approved by all levels of management:

Executive Director: _____

HR: _____

My signature indicates that I reviewed this job description, had the opportunity to ask questions, understand the requirements and am able to meet the expectations.

Signature of Employee or Applicant: _____ Date: _____

Printed Name as it appears on Driver's License: _____



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Family Crisis Center

211 N. Main Street Porterville, CA (559) 781-7462

POSITION DESCRIPTION - Retail Production Associate

The following statements are intended to describe the general nature and level of work to be performed and are not intended to be an exhaustive list of all responsibilities of this position.

Central California Family Crisis Center (CCFCC) is a culturally and linguistically competent multi-service nonprofit organization dedicated to providing services to those affected by domestic and sexual violence, elder abuse, economic deprivation and homelessness regardless of gender identity or sexual orientation. Our emphasis is on client-centered, trauma-informed care. We work with diverse partners to promote individual, family and community transformation.

CCFCC is an equal opportunity employer. The organization does not discriminate in the basis of race color, religious creed, ancestry, national origin, age, sex or gender (which includes gender identity), pregnancy, childbirth or related medical conditions (as defined under California law), veteran status, family care status, taking or requesting statutorily protected leave, or any other basis protected by law. CCFCC is a drug-free workplace.

FLSA CLASSIFICATION: Hourly, Non Exempt – Full Time

WORK SCHEDULE: 40 hours/weekly as needed.

REPORTS TO: Treasures Retail Director & Retail Production Manager

SUMMARY: Under the supervision of Treasures Retail Director, and/or Retail Production Manager, the Production Associate is responsible for retail production at the assigned store site. Assists with in-kind donations as well as customer service. Knowledge of recycled clothing, sorting and pricing. The ability to work both independently and as part of a team.

RETAIL OPERATIONS:

- Perform general retail duties including (as needed) and customer assistance;
- Demonstrate accuracy in cash handling all register transactions
- Ensure that work area is organized, clean and safe.
- Pricing and sorting clothing donations
- Must be available on weekends.

IN-KIND DONATION COORDINATOR:

- Process in-kind donations for the store
- Assist with donations from donors, provide receipts and sorts incoming items.
- Maintain documentation of donated goods and services
- Provide excellent stewardship and customer relations with all donors.

OTHER RESPONSIBILITIES:

- Perform general retail clerk duties including cashiering & customer assistance
- Attends mandatory agency meeting and site specific meetings and required training.
- Other duties as necessary and assigned. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- High School education or GED equivalent.
- Computer knowledge and skills required.



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- Must possess valid CA driver's license, proof of personal auto liability insurance & acceptance by our insurance carrier.
- Must possess reliable, insured transportation with minimum insurance coverage as required by law.
- Must have clear State DOJ and FBI criminal background check
- Must pass a pre-employment Drug Test
- Ability to operate tools and equipment listed.

SPECIAL ADA REQUIREMENTS

CCFCC is in full compliance with the Americans with Disabilities Act (ADA) and does not discriminate with regard to applicants or employees with disabilities and will make reasonable accommodation when necessary.

- For the purpose of the ADA, the "Responsibilities" and "Qualifications" are essential job functions.
- Bending, lifting and carrying up to 40 pounds required; lifting from floor or inside car, inside truck, or from trunk.
- Both standing and sitting are required for extended periods of time
- Vision for near and far distance and ability to hear average or normal conversations and receive ordinary information are needed. Must have ability to receive and convey detailed and/or important instructions or ideas accurately, audibly and quickly on the telephone and in person
- Manual dexterity required and able to use wrists, hands and/or fingers in repetitive motion. Review documents and communications on computer and on paper.
- Must move up and down stairs in the facilities

WORK ENVIRONMENT:

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee works in a normal Thrift Store setting, as well as throughout the community. The noise level in the work environment is typical of a busy store, ranging from quiet to moderately noisy.

Wages are determined by the scope of the position and the experience of the incumbent. Information on wages and any available benefits (such as vacation, paid sick leave, holiday pay, health insurance, etc.) attributed to this position will be discussed separately.

Job descriptions are not intended and do not create employment contracts. The organization maintains its status as an at-will employer. Employees can be terminated for any reason not prohibited by law.

Signatures

This job description has been approved by all levels of management:

Treasures Retail Director _____

HR _____

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Signature of Employee or Applicant: _____ Date: _____

Printed Name as it appears on Driver's License: _____



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Family Crisis Center

211 N. Main Street Porterville, CA (559) 781-7462

POSITION DESCRIPTION - Retail Production Associate

The following statements are intended to describe the general nature and level of work to be performed and are not intended to be an exhaustive list of all responsibilities of this position.

Central California Family Crisis Center (CCFCC) is a culturally and linguistically competent multi-service nonprofit organization dedicated to providing services to those affected by domestic and sexual violence, elder abuse, economic deprivation and homelessness regardless of gender identity or sexual orientation. Our emphasis is on client-centered, trauma-informed care. We work with diverse partners to promote individual, family and community transformation.

CCFCC is an equal opportunity employer. The organization does not discriminate in the basis of race color, religious creed, ancestry, national origin, age, sex or gender (which includes gender identity), pregnancy, childbirth or related medical conditions (as defined under California law), veteran status, family care status, taking or requesting statutorily protected leave, or any other basis protected by law. CCFCC is a drug-free workplace.

FLSA CLASSIFICATION: Hourly, Non Exempt – Full Time

WORK SCHEDULE: 40 hours/weekly as needed.

REPORTS TO: Treasures Retail Director & Retail Production Manager

SUMMARY: Under the supervision of Treasures Retail Director, and/or Retail Production Manager, the Production Associate is responsible for retail production at the assigned store site. Assists with in-kind donations as well as customer service. Knowledge of recycled clothing, sorting and pricing. The ability to work both independently and as part of a team.

RETAIL OPERATIONS:

- Perform general retail duties including (as needed) and customer assistance;
- Demonstrate accuracy in cash handling all register transactions
- Ensure that work area is organized, clean and safe.
- Pricing and sorting clothing donations
- Must be available on weekends.

IN-KIND DONATION COORDINATOR:

- Process in-kind donations for the store
- Assist with donations from donors, provide receipts and sorts incoming items.
- Maintain documentation of donated goods and services
- Provide excellent stewardship and customer relations with all donors.

OTHER RESPONSIBILITIES:

- Perform general retail clerk duties including cashiering & customer assistance
- Attends mandatory agency meeting and site specific meetings and required training.
- Other duties as necessary and assigned. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- High School education or GED equivalent.
- Computer knowledge and skills required.



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- Must possess valid CA driver's license, proof of personal auto liability insurance & acceptance by our insurance carrier.
- Must possess reliable, insured transportation with minimum insurance coverage as required by law.
- Must have clear State DOJ and FBI criminal background check
- Must pass a pre-employment Drug Test
- Ability to operate tools and equipment listed.

SPECIAL ADA REQUIREMENTS

CCFCC is in full compliance with the Americans with Disabilities Act (ADA) and does not discriminate with regard to applicants or employees with disabilities and will make reasonable accommodation when necessary.

- For the purpose of the ADA, the "Responsibilities" and "Qualifications" are essential job functions.
- Bending, lifting and carrying up to 40 pounds required; lifting from floor or inside car, inside truck, or from trunk.
- Both standing and sitting are required for extended periods of time
- Vision for near and far distance and ability to hear average or normal conversations and receive ordinary information are needed. Must have ability to receive and convey detailed and/or important instructions or ideas accurately, audibly and quickly on the telephone and in person
- Manual dexterity required and able to use wrists, hands and/or fingers in repetitive motion. Review documents and communications on computer and on paper.
- Must move up and down stairs in the facilities

WORK ENVIRONMENT:

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee works in a normal Thrift Store setting, as well as throughout the community. The noise level in the work environment is typical of a busy store, ranging from quiet to moderately noisy.

Wages are determined by the scope of the position and the experience of the incumbent. Information on wages and any available benefits (such as vacation, paid sick leave, holiday pay, health insurance, etc.) attributed to this position will be discussed separately.

Job descriptions are not intended and do not create employment contracts. The organization maintains its status as an at-will employer. Employees can be terminated for any reason not prohibited by law.

Signatures

This job description has been approved by all levels of management:

Treasures Retail Director _____

HR _____

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Signature of Employee or Applicant: _____ Date: _____

Printed Name as it appears on Driver's License: _____



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Receipt of Letter of Resignation from Council Member Peñaloza and Consideration of Options to Fill Vacancy for District I

SOURCE: City Manager's Office

COMMENT: On June 8, 2021, Council Member Daniel Peñaloza submitted a letter of resignation from the City Council dated June 2, 2021, a copy of which is attached hereto. For Council's consideration concerning available options for filling Council Member Peñaloza's seat, staff herein provides information on relevant provisions in the City's Charter and Municipal Code, as well as a summary of historical appointment processes undertaken by previous Councils.

The City Charter sets forth provisions for filling vacancies on the City Council. Section 16 provides that vacancies shall be filled by appointment by the Council, and that the appointee shall hold office until the next general municipal election. The next general election in the City will take place on November 8, 2022, which is also the date on which Council Member Peñaloza's term expires. The City Charter further holds that in the event the City Council does not fill the vacancy within thirty (30) days, the vacancy shall be filled by the Mayor. Given the City received Council Member Peñaloza's resignation on June 8, 2021, the Council will have until July 8, 2021 by which to fill the vacancy, or the Mayor shall have the authority to do so.

In the past, processes to fill Council vacancies have been as streamlined as accepting Council nominations and appointing an individual upon a majority vote. Other methods have included soliciting requests for appointment for a defined time period; appointing an ad hoc committee comprised of two (2) Members of Council to create a short list of potential appointees; and conducting a public interview process at a special City Council Meeting after which a majority vote of the Council selects the appointee. The Council could choose to proceed with one of these options, devise a new option, or select any hybrid thereof. Regardless of which method of appointment is selected by the Council, the appointee must reside within District 1 in order to be eligible for appointment.

RECOMMENDATION: That the City Council provide direction on the process to fill the Council seat to be vacated by Council Member Daniel Peñaloza, for a term to expire in November 2022.

ATTACHMENTS:

1. Letter of Resignation
2. City Charter
3. Municipal Code Sections 2-1.3 & 2-1.4

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

June 2, 2021

Dear Mayor, Vice-Mayor, Members of Council, and City Manager,

Please accept this letter as a notice of my resignation from my elected position on the Porterville City Council. My resignation is due to the fact that I will be relocating outside my District and for personal matters.

For 2 years, I had the honor and privilege to work with each of you for the betterment of our City. When I was elected to the City Council, I didn't know what to expect but each of you welcomed me and taught me lifetime lessons that I will carry with me everyday.

No one could have warned us about the many challenges that our City would encounter but each time your commitment and love pushed us forward. Even in the instances that we disagreed, you all demonstrated a heart of service.

I know that our City is in great hands and I will be rooting for you as a private citizen. It was a blessing to have served alongside each of you on the City Council. I am forever grateful to the community for their trust and faith in all of us.

As you continue to lead our beautiful City, know that I hold each of you dear in my heart and will continue to pray for your family, health, and leadership. May God bless you and the City of Porterville.

Sincerely,

Daniel J Penaloza

PORTERVILLE, CALIFORNIA

CITY CHARTER

Sec. 1. Name Of City; Perpetual Succession.

The municipal corporation now existing and known as the "City Of Porterville" shall remain and continue a body politic and corporate, as at present, in fact and in law, by the name of the "City Of Porterville," and by such name shall have perpetual succession.

Sec. 1.1. City Motto.

"In God We Trust" shall be designated as the official motto of the city of Porterville. (6-24-2008)

Sec. 2. Boundaries.

The boundaries of the city of Porterville shall continue as now established until changed in some manner authorized by law.

Sec. 3. Rights And Liabilities Of Cities; Prior Contracts, Liabilities, Etc., Continued In Effect.

The city of Porterville shall remain vested with and continue to have, hold, and enjoy, all property, rights of property, and rights of action of every nature and description, now pertaining to said municipality, and is hereby declared to be the successor of the same. No right, liability, pending suit or prosecution on behalf of, or against, the city shall be affected by the adoption of this charter. All contracts entered into by the city prior to the taking effect of this charter shall continue in full force and effect.

Sec. 4. General Powers Of City; Official Seal.

The city of Porterville, by and through its council and other officials, shall have and may exercise all powers necessary or appropriate to a municipal corporation and the general welfare of its inhabitants, which are not prohibited by the constitution, and which it would be competent for this charter to set forth particularly or specifically; and the specifications herein of any particular powers shall not be held to be exclusive or any limitation upon this general grant of power. General powers of the city include, but are not limited to, the powers necessary or appropriate to promote the health, welfare and education of its inhabitants. The city shall have and use a common seal and the official seal hereinbefore adopted and now in use by said city shall continue to be the official seal of said city. (3-4-2003)

Sec. 4.1. Intergovernmental Powers.

The city may exercise and perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by agreement or otherwise, with any one or more states or any agency of California, or any governmental jurisdiction or nonprofit corporation thereof, or the United States or any of its agencies or instrumentalities. (3-4-2003)

Sec. 4.2. Liberal Interpretation.

The powers of the city under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way any of the powers granted by this charter. (3-4-2003)

Sec. 5. When Elections To Be Held; Special Elections; Procedure For Elections For Local Improvements Or Levies Of Assessment Or Bonded Indebtedness.

General municipal elections shall be held in said city at the same time as the general election for federal offices in the state of California under and pursuant to the general laws of the state of California governing elections in charter cities, so far as the same may be applicable, and except as herein otherwise provided. All other municipal elections that may be held by authority of this charter or of general law shall be known as special municipal elections, and shall be held, substantially as in this charter provided for general municipal elections; providing, however, that special elections to authorize any municipal or local public improvement, or the levy of assessment therefor, or to create a municipal bonded indebtedness, shall be held in conformity with any general law of the state relative thereto under which any such proceeding is instituted by the council, in case such general law provides for the procedure and manner of holding elections thereunder. (4-6-1971; 4-5-1977; 3-4-2003; 7-1-2014)

Sec. 6. Initiative, Referendum And Recall.

Ordinances may be initiated, or the referendum exercised on ordinances passed by the council, under and in accordance with the constitution and general laws of the state. Any elective officer may be recalled from office under and pursuant to the provisions of the constitution and general laws, provided that a special election shall be held at the same time as the recall election, in accordance with the constitution and general laws of the state, for the purpose of electing officers to fill the place or places of the officers sought to be recalled. (4-6-1971; 3-4-2003)

Sec. 7. Elective Officers To Be Residents.

In order to be eligible to hold any elective office in the city of Porterville, a person must be a resident and elector therein, and shall have resided in said city for at least thirty days next preceding the filing of their nominating papers, or equivalent declaration or candidacy, and be an elector at the time of said filing. (4-6-1971; 4-5-1977; 3-4-2003)

Sec. 8. Elective Officers.

The elective officers of the city of Porterville shall be five councilmen, who shall be elected from the city at large at a general municipal election therein.

Sec. 9. Legislative Body; Composition; Election; Term; Compensation; Ineligibility For Other City Office; President Of Council; Vice-President; Installation Of Newly Elected Officers; Powers To Be Exercised By Council.

The legislative body of the city shall consist of five persons elected at large, which body shall be known as the council.

The members of the council shall be elected by the qualified voters of the city at a general municipal election to be held in the said city at the same time as the general election for federal offices for the state of California. They shall hold office for the period of four (4) years from and after the Monday next succeeding the day of their election and until their successors are elected, and qualified; provided the respective terms of any council member presently serving or elected at the time of the adoption of this amendment shall be extended one additional year to the even-numbered year following the expiration of their respective terms. (3-4-2003; 7-1-2014)

The members of the council shall each receive the sum of twenty dollars (\$20.00) for each council meeting actually attended; the mayor shall receive the sum of twenty-five dollars (\$25.00) for each meeting of the council actually attended, provided, however, that the members of the council shall not receive compensation for more than seven meetings in any one calendar month. In addition, the council shall be reimbursed for necessary expenses incurred for authorized city business. (4-6-1971)

The members of the council shall not be eligible to any other office or employment with the city.

The council shall reorganize at its next meeting following each municipal election and shall choose one of their number to serve as president of the council to be known as mayor. At this time the council shall also choose one of their number to serve as vice-president, and he/she shall act as mayor pro tempore in case of the absence, sickness or other disability of the mayor. The mayor and mayor pro tempore shall serve a two year term, but either may be removed at any time by a majority vote of the council. If the council removes the mayor prior to the expiration of his/her term pursuant to this provision, the council shall choose one of their number to serve as mayor until the next organizational meeting. (3-4-2003)

The council shall meet at its usual meeting place on the first Monday after any municipal election, duly canvass the returns and declare the result thereof, and install the newly elected officers, if any.

All powers granted to and vested in the city of Porterville by law or by the provisions of this charter, shall, except as herein otherwise provided, be exercised by the council to be designated the "Council Of The City Of Porterville." The council shall be the governing body of the city and subject to the express limitations of this charter shall be vested with all the powers necessary or convenient for a complete and adequate system of municipal government, consistent with the constitution of the state. (4-6-1937)

Amendment note - The third paragraph of § 9 was amended April 6, 1971. Formerly said section allowed each council member the sum of \$5.00 for each meeting actually attended, for not more than two meetings in any one month.

Sec. 9.1. Public Participation.

The council shall continue to encourage the organization of and communication with representative neighborhood groups throughout the city to encourage citizen participation, to seek advice and input and to provide information to the public relative to city matters and affairs. (3-4-2003)

Sec. 10. Time And Place Of Council Meetings; Meetings To Be Open To Public; Council To Adopt Rules For Conduct Of Its Own Proceedings.

The council shall provide by ordinance for the time and place of holding its meetings. Special

meetings shall be called in accordance with the provisions of general law. There shall be at least one (1) regular meeting in each month. Any regular meeting may be adjourned to a date and hour certain, and such adjourned meeting shall be a regular meeting for all purposes. (4-6-1971)

Except for special meetings with the legislative bodies of other political subdivisions, or informational meetings held within a community in accordance with the Brown act where no action is to be taken, all meetings of the council shall be held at or on publicly-owned facilities, unless by reason of fire, flood, or other disaster, or lack of seating capacity, the public-owned facilities cannot be used for that purpose, and all meetings shall be open to the public. The council shall adopt rules for conducting its proceedings and may punish its members or other persons present at any meeting for disorderly conduct. (4-2-1963; 3-4-2003; 7-1-2014)

Amendment note - The first paragraph of § 10 was amended April 6, 1971, by changing the manner of calling special meetings. Formerly the council provided by ordinance "the manner in which its special meetings may be called." The second paragraph of § 10 was amended March 4, 2003 to allow meeting outside city hall.

Sec. 11. Quorum; Compelling Attendance At Meetings.

A majority of the council shall constitute a quorum for the transaction of business, but a less number may adjourn from time to time and postpone the consideration of or action upon, pending business in like manner. Attendance at meetings of absent members of the council may be compelled in such manner and under such penalties as may be prescribed by ordinance.

Sec. 12. How Council Acts On Legislative Matters; Resolutions; Records Of Votes; Requirement That All Members Vote; How Ordinances Headed; Ordaining Clause; Ordaining Clause Of Ordinances Passed By Initiative; When Ordinances To Be Passed; Publication; Effective Date Of Ordinances; Certain Matters Required To Be Passed By Ordinance; Repeal Of Ordinances; Revision Of Ordinances; Ordinances To Be Signed By Mayor And Attested By Clerk.

The council shall act in legislative matters by ordinance or resolution only. Other action of the council, unless herein otherwise provided, may be taken by resolution, motion, or order.

The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the record of the proceedings of the council. Upon the request of any member of the council, the ayes and noes shall be taken and recorded upon any vote. All members present at any meeting must vote; provided that no such member of the council shall cast a vote when to do so would be contrary to the applicable provisions of state law, including the laws pertaining to conflict of interest. (3-4-2003)

No ordinance or resolution shall be passed without receiving the affirmative votes of at least three members of the council.

Each ordinance shall be headed by a brief title which shall indicate the purport thereof.

The ordaining clause of all ordinances adopted by the council shall be, "The Council of the City of Porterville do ordain as follows:"

The ordaining clause of all ordinances passed by the vote of the electors of the city, through the

exercise of the initiative shall be, "The People of the City of Porterville do ordain as follows:"

No ordinance shall be passed by the council at any time other than at a regular meeting, and until its publication, in a manner and for a time period as determined and set forth by ordinance. (7-1-2014)

Except an ordinance calling or otherwise relating to an election, no ordinance passed by the council of the city of Porterville, except when otherwise specially required by the laws of the state, and except an ordinance for the immediate preservation of the public peace, health or safety, which contains a declaration of, and the facts constituting its urgency and is passed by a four-fifths ($\frac{4}{5}$) vote of the council, and no ordinance granting a franchise, shall go into effect before thirty (30) days from its final passage.

Except as otherwise provided by general law, or this charter, no action providing for the granting of any franchise, or for the establishing or changing fire zones, or for the imposing of any penalty, shall be taken except by ordinance. (3-8-1983)

No ordinance, or portion thereof, shall be repealed except by ordinance. No ordinance shall be revised, reenacted or amended by reference to its title only; but the ordinance to be revised or reenacted, or the section or sections thereof to be amended, or the new section or sections to be added thereto shall be set forth and adopted according to the method provided in this section for the enactment of ordinances, and such revision, re-enactment, amendment, or addition, shall be made by ordinance only.

All ordinances shall be signed by the mayor and attested by the city clerk.

Sec. 13. Legislative Officers; Administrative Officers; Other Officers And Commissions; Consolidation Of Offices.

The legislative officers of the city of Porterville shall consist of five (5) members of the council, one of whom shall act as mayor. In addition, there shall be the following administrative officers who shall be appointed by the council: a city manager, a city attorney and a city clerk.

The council may, by ordinance provide for such other officers as deemed necessary and the council may further establish by ordinance commissions deemed by it to be necessary or proper to aid in the orderly administration of the city of Porterville.

All members of commissions and legislative committees shall be appointed by the council. The council may appoint members to other boards or committees. Administrative officers may appoint members to temporary administrative committees. (3-4-2003)

The council may, at any time, when in its judgment, the interest of the city so demands, by a four-fifths ($\frac{4}{5}$) vote thereof, consolidate by ordinance two or more city administrative offices and place the same in charge of one such officer. (4-2-1963; 4-6-1971; 3-8-1983)

Sec. 14. Official Bonds; Where Filed.

When in this charter not otherwise prescribed, the council shall determine which officers shall give bonds for the faithful performance of their official duties, and shall fix the amount of said bonds. Such officers before entering upon their official duties, shall execute a bond to the city in the penal sum

required, which bond shall include any other office of which they may be ex-officio incumbent. Said bonds shall be approved by the council, filed with the city clerk, and paid for by the city; provided, however, that the bond of the city clerk when approved as aforesaid shall be filed with the city treasurer. Nothing in this section shall prevent the authorization or furnishing of a blanket bond to assure the honesty or faithful performance of any of its officers or employees. (3-4-2003)

Sec. 15. Oath Of Office.

Every officer and employee of the city, before entering upon the duties of his/her office shall take and subscribe the oath of offices as provided for in the constitution of the state, and shall file the same forthwith with the city clerk. (4-6-1971; 3-4-2003)

Sec. 16. Vacancies In Office; When Offices Declared Vacant.

A vacancy in any legislative office, from whatever cause arising excluding any vacancy created due to a successful recall election, shall be filled by appointment by the council, such appointee to hold office until the next general municipal election, when a successor shall be chosen by the electors for the unexpired term; provided, that if the council fails to agree or for any other reason does not fill such vacancy within thirty days after the same occurs, then such vacancy shall be filled by the mayor; provided, however, that if for any reason the seats of a majority of the council shall become vacant, then the city clerk shall call a special election at once to fill the vacancies for the unexpired terms, and the same shall be conducted substantially in the manner provided for general municipal elections. (3-4-2003)

If, without permission from the city council, any legislative officer of the city shall remove from the city or absent himself/herself therefrom for more than forty-five (45) days consecutively, or shall fail to attend five (5) consecutive regular city council meetings unless prevented from attending by sickness (but in no case for a period exceeding ninety (90) days), his/her officer shall thereupon become vacant. If for said forty-five (45) day period any legislative officer shall willfully fail or refuse to perform the duties of his office, though able to do so, or shall fail to qualify, or shall resign, or be convicted of a felony or a crime of moral turpitude, or be adjudged mentally incompetent, his/her office shall thereupon become vacant. (3-4-2003; 7-1-2014)

Sec. 17. Appointment And Removal Of Officers And Employees; Grounds Of Removal; Hearing Prior To Removal.

Except as may be otherwise in this charter provided, the affirmative vote of three (3) members of the council shall be required for the appointment of or the removal of any administrative officer for cause. "For cause" includes, but is not limited to, refusal to perform the duties of his/her office, being adjudged mentally incompetent, or being convicted of a felony or crime of moral turpitude. The administrative officer is entitled to a hearing before the council on the validity of the grounds providing the basis for removal for cause. (3-8-1983; 3-4-2003)

The council may remove any of its administrative officers at its pleasure, without cause stated or at hearing had, by the affirmative vote of four members cast in favor of such removal, and the determination of the council in such matters shall be final and conclusive. (3-8-1983)

Editor's note - Prior to its complete restatement by an amendment adopted March 8, 1983, § 17 had been amended February 5, 1935, and April 6, 1971.

2-1.2: BY-DISTRICT ELECTIONS FOR CITY COUNCIL:

- A. Members of the City Council shall be elected by-district in five (5) single-member districts. One member of the City Council shall be elected from each district by the voters of that district alone. Each member of the City Council shall serve a four-year term until his or her successor is qualified.
- B. The City Council member elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must reside in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued. (Ord. 1845, 5-15-2018)

2-1.3: CITY COUNCIL DISTRICTS ESTABLISHED:

- A. The boundaries and identifying number of each of the five (5) City Council districts shall be as described on the City Council District Map which is on file in the City as exhibit A, and incorporated by this reference.
- B. The City Council districts described in subsection A of this section shall continue in effect until they are amended or repealed in accordance with law. The boundaries of the City Council districts shall be reapportioned from time to time as required by applicable law. (Ord. 1845, 5-15-2018)

2-1.4: IMPLEMENTATION OF BY-DISTRICT ELECTIONS:

- A. The by-district system of elections shall be implemented, beginning at the general Municipal election held in November 2018, as follows:
 - 1. Members of the City Council shall be elected in Districts 1 and 2 beginning at the general Municipal election in November 2018, and every four (4) years thereafter; and
 - 2. Members of the City Council shall be elected in Districts 3, 4, and 5 beginning at the general Municipal election November 2020, and every four (4) years thereafter.
- B. No term of any member of the City Council that commenced prior to the effective date of this section shall be affected by the adoption of sections [2-1.1](#) through [2-1.5](#) of this article. (Ord. 1845, 5-15-2018)



CITY COUNCIL AGENDA – JUNE 15, 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 June 1, 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 - Tulare County's current tier status. On May 21, 2021, the State issued new guidance for activities and business referred to as "Beyond the Blueprint" that will become effective June 15, 2021, eliminating limitations on capacity and allowing large gatherings both outdoors (recommended vaccine verification or negative testing) and indoors (required vaccine verification or negative testing).

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 will 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 May 31, 2021, there was \$1,050,001 in unpaid City utility accounts (water: \$470,676; sewer: \$305,373; and refuse: \$273,950), with the corresponding total loss in late fees of \$298,588 - more than double the City's experience prior to the Governor's Executive Order. At its meeting on April 21, 2020, the Council acted to continue the moratorium of utility turnoff for non-payment consistent with the Executive Order, and to continue to not charge late fees until further action by the Council.

Governor Newsom's Executive Order N-32-20, issued on March 18, 2020, appropriated \$150 million in emergency homeless funding, of which \$284,403 was allocated to Tulare County between \$147,734 to the Continuum of Care (CoC) and \$136,669 to the County. The CoC initially indicated its appropriation to the City of approximately \$40,000 based upon recent homeless population counts, which City staff recommended be the funding source for the daily homeless lunch program the City initiated on March 27, 2020, with the closure of the local non-profit (Helping Hands of Porterville Inc.) due to pandemic concerns earlier that same week. Staff estimated that the \$40,000 would allow the daily lunch program to continue through the month of April 2020. Subsequently, the CoC indicated it was attempting to match its funding allocation with the County's as the required 25% match to larger federal FEMA funding of approximately \$1.2 million. The County has indicated its allocation will be utilized in assisting with providing shelter for homeless individuals that are identified high-risk or in need of quarantine due to COVID-19 (Project Roomkey), which the County is working with two local hotels in the leasing of approximately thirty (30) rooms. At the time of this report, the County reports there are currently ninety (90) total hotel rooms available to homeless individuals participating in the Project Roomkey program across the county, with sixty-two (62) 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 132 documented individual or

group incidents. On June 9, 2021, the State released new face coverings guidance to take effect June 15, 2021, providing that face coverings are not required for fully vaccinated individuals except for: 1) on public transit; 2) indoors in K-12 education, childcare and youth settings; 3) healthcare settings; 4) state and local correctional and detention facilities; and 5) homeless, emergency and cooling centers. Unvaccinated individuals continue to be required of unvaccinated individuals indoors in public settings and businesses.

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 has exceeded two (1.5 at the time of this report), however, the positivity rate meets the Yellow (Minimal) tier requirement of less than two percent (1.5% at the time of this report). At the time of this report, there are three counties in the Red (Substantial) tier, thirty-one (31) counties in the Orange (Moderate) tier and twenty-four (24) 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 27.4% 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.

On June 3, 2021, Governor Newsom released a letter announcing the Eighth Notice of Regulatory Relief that allows restaurants and bars to maintain their expanded outdoor operations by providing regulatory relief through the end of 2021. The regulatory relief includes; on-sale retailers exercising off-sale privileges, sales of alcoholic beverages to-go, deliveries to consumers, free delivery, expansion of licensed footprint, on-sale licenses without kitchen facilities, virtual meet the winemaker or brewer dinners, renewal of relief for charitable promotions and sales, and relief from type-75 requirement to produce 100 barrels of beer annually. The letter also encourages local jurisdictions to continue to allow expanded outdoor dining opportunities. At the time of this report nineteen (19) entities have been approved to provide outdoor dining. One restaurant requested that their permit closed and several other restaurants are no longer utilizing the temporary outdoor dining areas approved under the program. The Council's initial approval of the outdoor dining permit process

through January 31, 2021, was extended on February 2, 2021, which the Council is requested to consider extending the outdoor dining permit through December 31, 2021 or ending the program at a date that the Council deems appropriate.

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, which the County made the determination to discontinue the testing site effective May 18, 2021.

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 331,725 vaccines and administered 174,145 vaccines to residents, and is available to all individuals age 12 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, 2021, which a successor vaccination event at the Fairgrounds for Sunday, May 10th through Tuesday, May 12th, 2021

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 20, 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 18, 2021, the Council provided direction that the priorities for funding be water infrastructure, homeless services, broadband and technology infrastructure, business assistance (restaurants in particular) and vaccine support.

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. United States Treasury Department State and Local Fiscal Recovery Funds - Fact Sheet
40. State of California Beyond the Blueprint Framework for Industry and Business Sectors - May 21, 2021
41. City of Porterville Utilities Past Due Balances - May 31, 2021
42. Governor Newsom Letter re: Outdoor Restaurant Operations - June 3, 2021
43. State of California Face Coverings Guidance - June 9, 2021

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 22-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE TO PROCLAIM THE EXISTENCE OF A LOCAL EMERGENCY

RESOLVED, by the City Council (the “Council”) of the City of Porterville (the “City”),
as follows:

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease which the Centers for Disease Control and Prevention (CDC) considers to be a very serious public health threat with outcomes ranging from mild to severe sickness and death; and

WHEREAS, COVID-19 is easily transmissible from person to person and has spread globally to over 118 countries, infected more than 125,000, and killed more than 4,000 as of March 11, 2020 per the World Health Organization (WHO); and

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services declared a public emergency for COVID-19 beginning on January 27, 2020; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 11, 2020, WHO made the assessment that COVID-19 can be characterized as a pandemic; and

WHEREAS, on March 12, 2020, Tulare County declared an emergency due to the confirmed case of COVID-19 at Sierra View Medical Center in the city of Porterville, thus enabling Tulare County to take extraordinary measures; and

WHEREAS, on March 13, 2020, Governor Newsom announced that California public health officials have determined that gatherings of more than 250 people should be postponed or canceled across the State at least until the end of March; and

WHEREAS, COVID-19 therefore and will continue to cause conditions of peril to the health, safety, and welfare of persons and property in the City of Porterville; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 requires the City to divert resources from normal day-to-day operations, and has and will continue to impose extraordinary requirements on and expenses to the City; and

WHEREAS, the City Council hereby finds that the above described conditions related to the COVID-19 outbreak does warrant and necessitate the proclamation of the existence of a local emergency in the city of Porterville.

NOW, THEREFORE, it is hereby **DECLARED** and **ORDERED**, as follows:

1. The proclamation of existence of a local emergency exists throughout the City of Porterville.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Porterville.
3. As required by law, the City Council shall review the need to continue the state of emergency every thirty (30) days until this Resolution is terminated.

PASSED, APPROVED, AND ADOPTED this 17th day of March, 2020.



Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 17th day of March, 2020.

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

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

JOHN D. LOLLIS, City Clerk


By: Fernando Gabriel-Moraga, Deputy City Clerk

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS in December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, impacting more than 75 countries, including the United States; and

WHEREAS the State of California has been working in close collaboration with the national Centers for Disease Control and Prevention (CDC), with the United States Health and Human Services Agency, and with local health departments since December 2019 to monitor and plan for the potential spread of COVID-19 to the United States; and

WHEREAS on January 23, 2020, the CDC activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and

WHEREAS on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and on March 2, 2020, the Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

WHEREAS the California Department of Public Health has been in regular communication with hospitals, clinics and other health providers and has provided guidance to health facilities and providers regarding COVID-19; and

WHEREAS as of March 4, 2020, across the globe, there are more than 94,000 confirmed cases of COVID-19, tragically resulting in more than 3,000 deaths worldwide; and

WHEREAS as of March 4, 2020, there are 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties are in home monitoring based on possible travel-based exposure to the virus, and officials expect the number of cases in California, the United States, and worldwide to increase; and

WHEREAS for more than a decade California has had a robust pandemic influenza plan, supported local governments in the development of local plans, and required that state and local plans be regularly updated and exercised; and

WHEREAS California has a strong federal, state and local public health and health care delivery system that has effectively responded to prior events including the H1N1 influenza virus in 2009, and most recently Ebola; and

WHEREAS experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

WHEREAS it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases in California, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities and within the healthcare delivery system; and

WHEREAS personal protective equipment (PPE) is not necessary for use by the general population but appropriate PPE is one of the most effective ways to preserve and protect California's healthcare workforce at this critical time and to prevent the spread of COVID-19 broadly; and

WHEREAS state and local health departments must use all available preventative measures to combat the spread of COVID-19, which will require access to services, personnel, equipment, facilities, and other resources, potentially including resources beyond those currently available, to prepare for and respond to any potential cases and the spread of the virus; and

WHEREAS I find that conditions of Government Code section 8558(b), relating to the declaration of a State of Emergency, have been met; and

WHEREAS I find that the conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in California.

IT IS HEREBY ORDERED THAT:

1. In preparing for and responding to COVID-19, all agencies of the state government use and employ state personnel, equipment, and facilities or perform any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan, as well as the California Department of Public Health and the Emergency Medical Services Authority. Also, all residents are to heed the advice of emergency officials with regard to this emergency in order to protect their safety.
2. As necessary to assist local governments and for the protection of public health, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of COVID-19.
3. Any out-of-state personnel, including, but not limited to, medical personnel, entering California to assist in preparing for, responding to, mitigating the effects of, and recovering from COVID-19 shall be permitted to provide services in the same manner as prescribed in Government Code section 179.5, with respect to licensing and certification. Permission for any such individual rendering service is subject to the approval of the Director of the Emergency Medical Services Authority for medical personnel and the Director of the Office of Emergency Services for non-medical personnel and shall be in effect for a period of time not to exceed the duration of this emergency.
4. The time limitation set forth in Penal Code section 396, subdivision (b), prohibiting price gouging in time of emergency is hereby waived as it relates to emergency supplies and medical supplies. These price gouging protections shall be in effect through September 4, 2020.
5. Any state-owned properties that the Office of Emergency Services determines are suitable for use to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services for this purpose, notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.
6. Any fairgrounds that the Office of Emergency Services determines are suitable to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and can immediately use the fairgrounds without the fairground board of directors' approval, and

notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.

7. The 30-day time period in Health and Safety Code section 101080, within which a local governing authority must renew a local health emergency, is hereby waived for the duration of this statewide emergency. Any such local health emergency will remain in effect until each local governing authority terminates its respective local health emergency.
8. The 60-day time period in Government Code section 8630, within which local government authorities must renew a local emergency, is hereby waived for the duration of this statewide emergency. Any local emergency proclaimed will remain in effect until each local governing authority terminates its respective local emergency.
9. The Office of Emergency Services shall provide assistance to local governments that have demonstrated extraordinary or disproportionate impacts from COVID-19, if appropriate and necessary, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
10. To ensure hospitals and other health facilities are able to adequately treat patients legally isolated as a result of COVID-19, the Director of the California Department of Public Health may waive any of the licensing requirements of Chapter 2 of Division 2 of the Health and Safety Code and accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat legally isolated patients while protecting public health and safety. Any facilities being granted a waiver shall be established and operated in accordance with the facility's required disaster and mass casualty plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
11. To support consistent practices across California, state departments, in coordination with the Office of Emergency Services, shall provide updated and specific guidance relating to preventing and mitigating COVID-19 to schools, employers, employees, first responders and community care facilities by no later than March 10, 2020.
12. To promptly respond for the protection of public health, state entities are, notwithstanding any other state or local law, authorized to share relevant medical information, limited to the patient's underlying health conditions, age, current condition, date of exposure, and possible contact tracing, as necessary to address the effect of the COVID-19 outbreak with state, local, federal, and nongovernmental partners, with such information to be used for the limited purposes of monitoring, investigation and control, and treatment and coordination of care. The

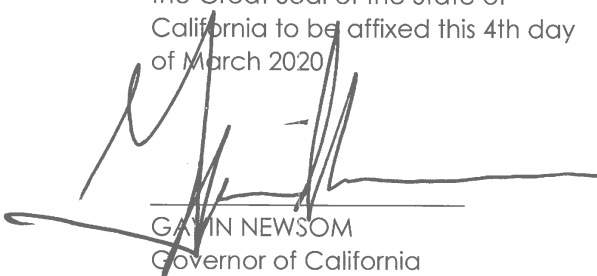
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

13. Notwithstanding Health and Safety Code sections 1797.52 and 1797.218, during the course of this emergency, any EMT-P licensees shall have the authority to transport patients to medical facilities other than acute care hospitals when approved by the California EMS Authority. In order to carry out this order, to the extent that the provisions of Health and Safety Code sections 1797.52 and 1797.218 may prohibit EMT-P licensees from transporting patients to facilities other than acute care hospitals, those statutes are hereby suspended until the termination of this State of Emergency.

14. The Department of Social Services may, to the extent the Department deems necessary to respond to the threat of COVID-19, waive any provisions of the Health and Safety Code or Welfare and Institutions Code, and accompanying regulations, interim licensing standards, or other written policies or procedures with respect to the use, licensing, or approval of facilities or homes within the Department's jurisdiction set forth in the California Community Care Facilities Act (Health and Safety Code section 1500 et seq.), the California Child Day Care Facilities Act (Health and Safety Code section 1596.70 et seq.), and the California Residential Care Facilities for the Elderly Act (Health and Safety Code section 1569 et seq.). Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 4th day
of March 2020



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**PROCLAMATIONS**

Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak

Issued on: March 13, 2020



In December 2019, a novel (new) coronavirus known as SARS-CoV-2 (“the virus”) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. I have taken sweeping action to control the spread of the virus in the United States, including by suspending entry of foreign nationals seeking entry who had been physically present within the prior 14 days in certain jurisdictions where COVID-19 outbreaks have occurred, including the People’s Republic of China, the Islamic Republic of Iran, and the Schengen Area of Europe. The Federal Government, along with State and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories. On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic, as the rates of infection continue to rise in many locations around the world and across the United States.

The spread of COVID-19 within our Nation’s communities threatens to strain our Nation’s healthcare systems. As of March 12, 2020, 1,645 people from 47 States have been infected with the virus that

causes COVID-19. It is incumbent on hospitals and medical facilities throughout the country to assess their preparedness posture and be prepared to surge capacity and capability. Additional measures, however, are needed to successfully contain and combat the virus in the United States.

NOW, THEREFORE, I, DONALD J. TRUMP, President of the United States, by the authority vested in me by the Constitution and the laws of the United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601 *et seq.*) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), do hereby find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020. Pursuant to this declaration, I direct as follows:

Section 1. Emergency Authority. The Secretary of HHS may exercise the authority under section 1135 of the SSA to temporarily waive or modify certain requirements of the Medicare, Medicaid, and State Children's Health Insurance programs and of the Health Insurance Portability and Accountability Act Privacy Rule throughout the duration of the public health emergency declared in response to the COVID-19 outbreak.

Sec. 2. Certification and Notice. In exercising this authority, the Secretary of HHS shall provide certification and advance written notice to the Congress as required by section 1135(d) of the SSA (42 U.S.C. 1320b-5(d)).

Sec. 3. General Provisions. (a) Nothing in this proclamation shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This proclamation shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This proclamation is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

IN WITNESS WHEREOF, I have hereunto set my hand this thirteenth day of March, in the year of our Lord two thousand twenty, and of the Independence of the United States of America the two hundred and forty-fourth.

DONALD J. TRUMP



Health & Human Services Agency COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

KUYLER CROCKER

District One

PETE VANDER POEL

District Two

AMY SHUKLIAN

District Three

EDDIE VALERO

District Four

DENNIS TOWNSEND

District Five

AGENDA DATE: March 17, 2020

Public Hearing Required	Yes ☐	N/A ☒
Scheduled Public Hearing w/Clerk	Yes ☐	N/A ☒
Published Notice Required	Yes ☐	N/A ☒
Advertised Published Notice	Yes ☐	N/A ☒
Meet & Confer Required	Yes ☐	N/A ☒
Electronic file(s) has been sent	Yes ☒	N/A ☐
Budget Transfer (Aud 308) attached	Yes ☐	N/A ☒
Personnel Resolution attached	Yes ☐	N/A ☒
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes ☐	N/A ☒

CONTACT PERSON: Andrew Lockman PHONE: 624-8000

SUBJECT: Ratify Proclamations of Emergency for COVID-19

REQUEST(S):

That the Board of Supervisors:

1. Ratify a Proclamation of Local Emergency issued by the County Coordinator of Emergency Services on March 11, 2020 due to COVID-19; and
2. Ratify a Proclamation of Local Health Emergency issued by the County Health Officer on March 11, 2020 due to COVID-19.

SUMMARY:

As has been widely covered in the media, the COVID-19 outbreak originated in China beginning in December 2019. The Tulare County Department of Public Health, in cooperation with all Tulare County departments and numerous healthcare and community partners, has been actively monitoring and proactively preparing for COVID-19 since early January 2020.

Since that time, cases have been reported worldwide along with numerous deaths resulting from the disease. California has had numerous cases resulting from travel, person-to-person contact, and community spread. On March 4, 2020, Governor Newsom proclaimed a State of Emergency for COVID-19 after the first COVID-19 related death in California. Since that date, confirmed cases have also occurred in neighboring Fresno and Madera Counties.

On March 11, 2020, Tulare County had its first confirmed positive COVID-19 case. As a result, the County implemented a contingency plan under which the County's Coordinator of Emergency Services proclaimed a Local Emergency, and the County

SUBJECT: Ratify Proclamations of Emergency due to COVID-19
DATE: March 17, 2020

Health Officer proclaimed a Local Health Emergency, to enable the County to take all necessary response actions to combat the effects of the disease. Pursuant to California Government Code section 8630(b), these proclamations must be ratified within seven (7) days by the Board of Supervisors in order to remain in effect.

The Governor's State of Emergency dated March 4, 2020, waives statutory requirements to renew emergency proclamations for COVID-19, so these local proclamations will remain in effect until terminated by the Tulare County Board of Supervisors.

As a matter of information, local public health emergencies due to the threat posed by COVID-19 also have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes.

FISCAL IMPACT/FINANCING:

There is no cost associated with proclaiming or terminating a local emergency or local health emergency. The proclamation of local emergency contains a request for California Disaster Assistance Act funding, which may result in cost recovery of extraordinary response costs associated with this incident.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Safety and Security initiative, with a directive to plan and provide coordinated emergency preparedness, response, recovery and mitigation capabilities for both natural and man-made disasters. These proclamations support the County's emergency response and coordination efforts by ensuring all necessary actions can be taken to mitigate the spread of disease.

ADMINISTRATIVE SIGN-OFF:



Timothy W. Lutz
Agency Director

Cc: County Administrative Office

Attachment(s) Proclamation of Local Emergency
Proclamation of Local Health Emergency

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF RATIFY PROCLAMATIONS) Resolution No. _____
OF EMERGENCY DUE TO COVID-19) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Ratified a Proclamation of Local Emergency issued by the County Coordinator of Emergency Services on March 11, 2020 due to COVID-19; and
2. Ratified a Proclamation of Local Health Emergency issued by the County Health Officer on March 11, 2020 due to COVID-19.

**PROCLAMATION OF A LOCAL EMERGENCY
BY THE DIRECTOR OF EMERGENCY SERVICES**

WHEREAS, Government Code section 8630 and Tulare County Ordinance Code section 1-15-1030 authorize the Director of Emergency Services to proclaim a local emergency when the County of Tulare ("County") is threatened by conditions of disaster or extreme peril to the safety of persons and property within the County that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County, and the Board of Supervisors is not in session; and

WHEREAS, the Director of Emergency Services hereby finds:

Conditions of extreme peril to the safety of persons and property have arisen within the County due to the following:

A novel coronavirus (named "COVID-19") was first detected in Wuhan City, Hubei Province, China, in December 2019. The U.S. Centers for Disease Control and Prevention ("CDC") considers the virus to be a very serious public health threat, based on current information. In part, the virus is considered a serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

The number of reported cases of COVID-19 has escalated dramatically over a short period of time. To date, worldwide there are over 125,000 confirmed cases of COVID-19 and over 4,600 deaths from COVID-19. Cases of COVID-19, though concentrated in China, have been reported in one hundred twenty-two countries, including the United States, and include individuals who never visited China. Transmission from an asymptomatic individual has been documented. In the U.S., there have been 939 total cases of COVID-19 confirmed to date in 41 different states, and at least 29 deaths reported.

The World Health Organization has declared the outbreak to be a global health emergency. Actions are being taken to protect public health and limit the spread of COVID-19 in the United States.

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California. There are now almost 200 confirmed cases in California spanning some 24 counties and at least four deaths have been reported in California due to COVID-19.

Local public health emergencies due to the threat posed by COVID-19 have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes; and

Tulare County has a population of over 450,000 residents, many of whom travel frequently for business or personal reasons. The Health Officer of the County of Tulare has determined that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Tulare County, and has declared a Local Health Emergency as a result.

These conditions are beyond the control of the services, personnel, equipment, and facilities of the County and require the combined forces of other political subdivisions to combat.

WHEREAS, on March 11, 2020, a Tulare County resident tested positive for COVID-19; and

WHEREAS, based on the experience of other California communities, it can reasonably be expected that other positive tests will soon follow; and

WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

WHEREAS, during a local emergency, the Director of Emergency Services or other individual authorized to serve in that capacity under Tulare County Ordinance Code sections 1-15-1031 and 1-15-1032 is empowered by Tulare County Ordinance Code section 1-15-1025 to issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, that such rules and regulations must be confirmed at the earliest possible time by the Board of Supervisors; and

WHEREAS, the Director of Emergency Services is unavailable to issue a proclamation as he is currently outside of Tulare County and has authorized his successor, the County's Coordinator of Emergency Services (Assistant County Administrative Officer), as designated in Tulare County Ordinance Code sections 1-15-1010 (c) and 1-15-1030 (g) to exercise the powers of Director of Emergency Services as provided for in Tulare County Ordinance Code section 1-15-1030 (h) and thereby to issue this proclamation of local emergency; and

WHEREAS, the Tulare County Health Department must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to COVID-19; and

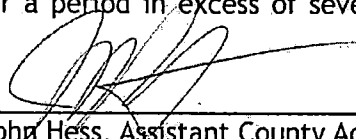
NOW THEREFORE, the Tulare County Coordinator of Emergency Services hereby:

1. Proclaims that a local emergency, as defined in Government Code Section 8558 and Tulare County Ordinance Code Section 1-15-1005, now exists within the County due to the presence of COVID-19; and
2. Requests that the Governor of the State of California request a federal declaration to provide assistance, including, but not limited to, California Disaster Assistance Act ("CDAA"); and
3. Orders that the Tulare County Health Department must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to COVID-19.

The local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the Board of Supervisors.

Date: March 11, 2020

Time: 10:33 pm

By: 

John Hess, Assistant County Administrative Officer
and Emergency Services Coordinator

APPROVED AS TO FORM:
COUNTY COUNSEL

/s/ Jennifer M. Shiffert
Deputy
Matter No. 2020217

Jlk/03-11-2020/2020217/1444043

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277
559-624-8480



**PROCLAMATION OF LOCAL HEALTH EMERGENCY
REGARDING NOVEL CORONAVIRUS (COVID-19)**

WHEREAS, California Health and Safety Code section 101080 and Tulare County Ordinance Code section 1-15-1033 authorize the local health officer to declare a local health emergency in the health officer's jurisdiction, or any part thereof, whenever the health officer reasonably determines that there is an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

WHEREAS, the local health emergency shall not remain in effect after 7 days from the date of this declaration unless it has been ratified by the County of Tulare's Board of Supervisors; and

WHEREAS, the Health Officer of the County of Tulare makes the following findings:

A novel coronavirus (named "COVID-19") was first detected in Wuhan City, Hubei Province, China, in December 2019. The U.S. Centers for Disease Control and Prevention ("CDC") considers the virus to be a very serious public health threat, based on current information. In part, the virus is considered a serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation, but are poorly characterized at this time. The best information to date suggests that the virus is spread between people primarily via respiratory droplets produced when an infected person coughs or sneezes. Symptoms of the virus include fever, cough, and shortness of breath, and infected individuals have experienced a range of outcomes, from mild sickness to severe illness and death. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

The number of reported cases of COVID-19 has escalated dramatically over a short period of time. To date, worldwide there are over 125,000 confirmed cases of COVID-19 and over 4,600 deaths from COVID-19. Cases of COVID-19, though concentrated in China, have been reported in 122 counties, including the United States. Confirmed cases of COVID-19 include individuals who never visited China. Transmission from an asymptomatic individual has been documented. The World Health Organization has declared the outbreak to be a global health emergency.

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California.

**DECLARATION OF LOCAL HEALTH EMERGENCY
REGARDING NOVEL CORONAVIRUS (COVID-19)**

There are now almost 200 confirmed cases in California spanning 24 counties, and 4 deaths have been reported in California due to COVID-19.

Local public health emergencies due to the threat posed by COVID-19 have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes.

Tulare County has a population of over 450,000 residents, many of whom travel frequently for business or personal reasons. As of March 11, 2020 there are 939 total cases of COVID-19 in the United States and 29 deaths. 41 states have reported cases.

WHEREAS, on March 11, 2020, a Tulare County resident tested positive for COVID-19; and

WHEREAS, based on the experience of other California communities, it can reasonably be expected that other positive tests will soon follow; and

WHEREAS, the Health Officer of the County of Tulare does hereby find that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Tulare County; and

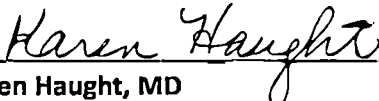
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

NOW, THEREFORE, the Health Officer of the County of Tulare hereby proclaims and declares that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19.

Date: March 11, 2020

Time: 10:50 pm

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By /s/Jennifer M. Shiffert
Deputy
Matter No. 2020217

Jlk/03-11-2020/2020217/1444044.DOCX



TULE RIVER INDIAN TRIBE OF CALIFORNIA

IN THE MATTER OF:

Resolution to Formally Declare a State of
Emergency for the Tule River Tribe of The)
Tule River Reservation of California)

RESOLUTION NO. FY2020-100

BE IT RESOLVED BY THE COUNCIL OF THE TULE RIVER INDIAN TRIBE:

WHEREAS, the Tule River Indian Tribe (the "Tribe") is a federally recognized Indian tribe organized pursuant to the Constitution and Bylaws of the Tule River Indian Tribe approved January 15, 1936 ("Constitution"); and

WHEREAS, pursuant to Article III, Section 1 of the Constitution the governing body of the Tribe is the Tribal Council and pursuant to Article VI, Section 1 of its Constitution it has the power to promulgate ordinance for the purpose of safeguarding the peace and safety of residents of the reservation and to adopt resolutions regulating the procedure of tribal agencies of the reservation; and

WHEREAS, On March 4th 2020, a proclaimed State of Emergency exists in the State of California, as result of the threat of COVID-19; and

WHEREAS, despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS, for the safety and protection of the public health within the jurisdiction of the Tribe for the Tribe and/or its governmental agencies to obtain emergency support and funding from Federal, state and local agencies; and

WHEREAS, the Tule River Tribal Council desires to consider state and local recommendation deemed necessary in the interests of the public health, issue guidance limiting or recommend limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved thereby constituting a force majeure; and

WHEREAS, in the interest of public health and safety, it is necessary to exercise my authority under Constitution of the governing body of the Tribe to ensure adequate response and address potential issues related to the threat of COVID-19; and

NOW THEREFORE BE IT RESOLVED, the Tribal Council hereby declares a State of Emergency for the safety and protection of the public health within the jurisdiction of the Tribe for the Tribe and/or its governmental agencies to obtain emergency support and funding from Federal, state and local agencies

Page 2.

Resolution No. FY2020-100

BE IT FURTHER RESOLVED that this resolution has not been amended or rescinded in any way.

CERTIFICATION

UPON MOTION OF COUNCIL MEMBER **Zachary Janoko** SECONDED BY COUNCIL MEMBER **Steve M. Peyron, Jr.**, THE FOREGOING WAS ADOPTED BY THE TULE RIVER TRIBAL COUNCIL AT A DULY CALLED MEETING HELD ON **Friday, March 13, 2020**, AT WHICH A QUORUM WAS PRESENT BY THE FOLLOWING VOTES:

AYES: 8

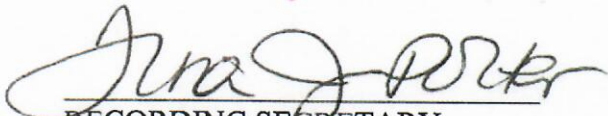
NOES: 0

ABSTAIN 0


NEIL PEYRON, CHAIRMAN
TULE RIVER TRIBAL COUNCIL


HEATHER TERAN, SECRETARY
TULE RIVER TRIBAL COUNCIL

ATTEST TO:


RECORDING SECRETARY

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-25-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS state and local public health officials may, as they deem necessary in the interest of public health, issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS the Department of Public Health is maintaining up-to-date guidance relating to COVID-19, available to the public at <http://cdph.ca.gov/covid19>; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to minimize the spread and mitigate the effects of COVID-19; and

WHEREAS there is a need to secure numerous facilities to accommodate quarantine, isolation, or medical treatment of individuals testing positive for or exposed to COVID-19; and

WHEREAS, many individuals who have developmental disabilities and receive services through regional centers funded by the Department of Developmental Services also have chronic medical conditions that make them more susceptible to serious symptoms of COVID-19, and it is critical that they continue to receive their services while also protecting their own health and the general public health; and

WHEREAS individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources such as shelters and food banks; and

WHEREAS in the interest of public health and safety, it is necessary to exercise my authority under the Emergency Services Act, specifically Government Code section 8572, to ensure adequate facilities exist to address the impacts of COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571 and 8572, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19.
2. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 2627(b)(1) for disability insurance applicants who are unemployed and disabled as a result of the COVID-19, and who are otherwise eligible for disability insurance benefits.
3. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 1253(d) for unemployment insurance applicants who are unemployed as a result of the COVID-19, and who are otherwise eligible for unemployment insurance benefits.
4. Notwithstanding Health and Safety Code section 1797.172(b), during the course of this emergency, the Director of the Emergency Medical Services Authority shall have the authority to implement additions to local optional scopes of practice without first consulting with a committee of local EMS medical directors named by the EMS Medical Directors Association of California.
5. In order to quickly provide relief from interest and penalties, the provisions of the Revenue and Taxation Code that apply to the taxes and fees administered by the Department of Tax and Fee Administration, requiring the filing of a statement under penalty of perjury setting forth the facts for a claim for relief, are suspended for a period of 60 days after the date of this Order for any individuals or businesses who are unable to file a timely tax return or make a timely payment as a result of complying with a state or local public health official's imposition or recommendation of social distancing measures related to COVID-19.
6. The Franchise Tax Board, the Board of Equalization, the Department of Tax and Fee Administration, and the Office of Tax Appeals shall use their administrative powers where appropriate to provide those individuals and businesses impacted by complying with a state or local public health official's imposition or recommendation of social

distancing measures related to COVID-19 with the extensions for filing, payment, audits, billing, notices, assessments, claims for refund, and relief from subsequent penalties and interest.

7. The Governor's Office of Emergency Services shall ensure adequate state staffing during this emergency. Consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors, are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. The Director of the California Department of Human Resources must be notified of any individual employed pursuant to these waivers.
8. The California Health and Human Services Agency and the Office of Emergency Services shall identify, and shall otherwise be prepared to make available—including through the execution of any necessary contracts or other agreements and, if necessary, through the exercise of the State's power to commandeer property – hotels and other places of temporary residence, medical facilities, and other facilities that are suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period.
9. The certification and licensure requirements of California Code of Regulations, Title 17, section 1079 and Business and Professions Code section 1206.5 are suspended as to all persons who meet the requirements under the Clinical Laboratory Improvement Amendments of section 353 of the Public Health Service Act for high complexity testing and who are performing analysis of samples to test for SARS-CoV-2, the virus that causes COVID-19, in any certified public health laboratory or licensed clinical laboratory.
10. To ensure that individuals with developmental disabilities continue to receive the services and supports mandated by their individual program plans threatened by disruptions caused by COVID-19, the Director of the Department of Developmental Services may issue directives waiving any provision or requirement of the Lanterman Developmental Disabilities Services Act, the California Early Intervention Services Act, and the accompanying regulations of Title 17, Division 2 of the California Code of Regulations. A directive may delegate to the regional centers any authority granted to the Department by law where the Director believes such delegation is necessary to ensure services to individuals with developmental disabilities. The Director shall describe the need justifying the waiver granted in each directive and articulate how the waiver is necessary to protect the public health or safety from the threat of COVID-19 or necessary to ensure that services to individuals with developmental disabilities are not disrupted. Any waiver granted by a directive shall expire 30 days from the date of its issuance. The Director may grant one or more 30-day extensions if the waiver continues to be necessary

to protect health or safety or to ensure delivery of services. The Director shall rescind a waiver once it is no longer necessary to protect public health or safety or ensure delivery of services. Any waivers and extensions granted pursuant to this paragraph shall be posted on the Department's website.

11. Notwithstanding any other provision of state or local law, including the Bagley-Keene Act or the Brown Act, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body or state body, during the period in which state or local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended, on the conditions that:

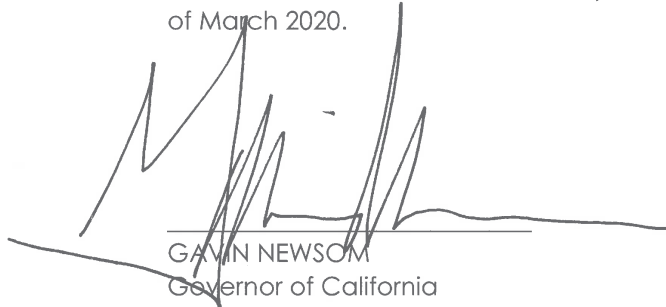
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice requirement in paragraph (i), each state or local body must notice at least one publicly accessible location from which members of the public shall have the right to observe and offer public comment at the public meeting, consistent with the public's rights of access and public comment otherwise provided for by the Bagley-Keene Act and the Brown Act, as applicable (including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act).

In addition to the mandatory conditions set forth above, all state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 12th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-28-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

WHEREAS many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

WHEREAS Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

WHEREAS because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

WHEREAS local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

WHEREAS local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

WHEREAS in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

WHEREAS many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

WHEREAS many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
 - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
 - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-32-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS in the past two years, the State of California has allocated \$1.15 billion to local partners through the Homeless Emergency Aid Program and the Homeless Housing, Assistance, and Prevention Program, funding intended to provide for a variety of programs and facilities aimed at combatting homelessness; and

WHEREAS on March 17, 2020, I signed Senate Bill 89, emergency legislation that authorizes \$500 million in immediately available funding to help California fight COVID-19 for any purpose related to the March 4, 2020 proclamation of a State of Emergency, including to support local governments to protect the health and safety of homeless populations, reduce the spread of COVID-19 in homeless populations, and provide safe beds for people experiencing homelessness; and

WHEREAS the emergency of COVID-19 necessitates a more focused approach, including emergency protective measures to bring unsheltered Californians safely indoors, expand shelter capacity, maintain health and sanitation standards and institute medically indicated interventions, and add new isolation and quarantine capacity to California's shelter and housing inventory to slow the spread of the pandemic; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

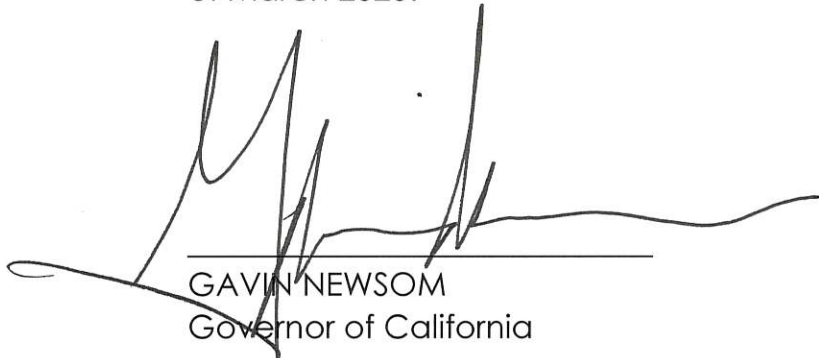
- 1) To the limited extent that any part of Health & Safety Code section 50214, subdivision (a), restricts a local jurisdiction from expending Homeless Emergency Aid Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through implementing guidance from the Department of Public Health on hand and respiratory hygiene and protective congregate living protocols, and providing isolation and quarantine capacity, that part is suspended.

- 2) To the limited extent that any part of Health & Safety Code section 50219, subdivision (c), restricts a local jurisdiction from expending Homeless Housing, Assistance, and Prevention Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through expanding shelter and housing services and capacity, that part is suspended.
- 3) Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are suspended for any project using Homeless Emergency Aid Program funds, Homeless Housing, Assistance, and Prevention Program funds, or funds appropriated in Senate Bill 89, signed on March 17, 2020.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 18th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-33-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating updated and more stringent guidance from federal, state, and local public health officials; and

WHEREAS for the preservation of public health and safety throughout the entire State of California, I find it necessary for all Californians to heed the State public health directives from the Department of Public Health.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8627, and 8665 do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To preserve the public health and safety, and to ensure the healthcare delivery system is capable of serving all, and prioritizing those at the highest risk and vulnerability, all residents are directed to immediately heed the current State public health directives, which I ordered the Department of Public Health to develop for the current statewide status of COVID-19. Those directives are consistent with the March 19, 2020, Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response, found at: <https://covid19.ca.gov/>. Those directives follow:

ORDER OF THE STATE PUBLIC HEALTH OFFICER
March 19, 2020

To protect public health, I as State Public Health Officer and Director of the California Department of Public Health order all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>. In addition, and in consultation with the Director of the Governor's Office of Emergency Services, I may designate additional sectors as critical in order to protect the health and well-being of all Californians.

Pursuant to the authority under the Health and Safety Code 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150, this order is to go into effect immediately and shall stay in effect until further notice.

The federal government has identified 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or

destruction would have a debilitating effect on security, economic security, public health or safety, or any combination thereof. I order that Californians working in these 16 critical infrastructure sectors may continue their work because of the importance of these sectors to Californians' health and well-being.

This Order is being issued to protect the public health of Californians. The California Department of Public Health looks to establish consistency across the state in order to ensure that we mitigate the impact of COVID-19. Our goal is simple, we want to bend the curve, and disrupt the spread of the virus.

The supply chain must continue, and Californians must have access to such necessities as food, prescriptions, and health care. When people need to leave their homes or places of residence, whether to obtain or perform the functions above, or to otherwise facilitate authorized necessary activities, they should at all times practice social distancing.

- 2) The healthcare delivery system shall prioritize services to serving those who are the sickest and shall prioritize resources, including personal protective equipment, for the providers providing direct care to them.
- 3) The Office of Emergency Services is directed to take necessary steps to ensure compliance with this Order.
- 4) This Order shall be enforceable pursuant to California law, including, but not limited to, Government Code section 8665.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 19th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

ESSENTIAL WORKFORCE

On March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents immediately to heed current State public health directives to stay home, except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect health and well-being of all Californians.

In accordance with this order, the State Public Health Officer has designated the following list of “Essential Critical Infrastructure Workers” to help state, local, tribal, and industry partners as they work to protect communities, while ensuring continuity of functions critical to public health and safety, as well as economic and national security.

Sector Index:

1. [Health and Public Health Sector](#)
2. [Emergency Services Sector](#)
3. [Food and Agriculture Sector](#)
4. [Energy Sector](#)
5. [Water and Wastewater Sector](#)
6. [Transportation and Logistics Sector](#)
7. [Communications and Information Technology Sector](#)
8. [Government Operations and Other Community-Based Essential Functions](#)
9. [Critical Manufacturing Sector](#)
10. [Financial Services Sector](#)
11. [Chemical Sector](#)
12. [Defense Industrial Base Sector](#)
13. [Industrial, Commercial, Residential and Sheltering Facilities and Services](#)

Relevant Guidance For All Sectors:

- [Face Coverings Guidance](#)
 - [Orientación Sobre el Uso de Mascarillas de Tela](#)
- [Self-Isolation for Older Adults and Those Who Have Elevated Risk](#)
 - [Aislamiento para Adultos Mayores y Personas que Tienen un Riesgo Elevado](#)
- [Employers, health care workers and workers in general industry](#)

1. HEALTHCARE / PUBLIC HEALTH

Sector Profile

The Healthcare and Public Health (HPH) Sector is large, diverse, and open, spanning both the public and private sectors. It includes publicly accessible healthcare facilities, research centers, suppliers, manufacturers, and other physical assets and vast, complex public-private information technology systems required for care delivery and to support the rapid, secure transmission and storage of large amounts of HPH data.

Essential Workforce, if remote working is not practical:

1. Health care providers and caregivers (including physicians, dentists, psychologists, mid-level practitioners, nurses, assistants, and aids; infection control and quality assurance personnel; pharmacists; physical, respiratory, speech and occupational therapists and assistants; social workers and providers serving individuals with disabilities including developmental disabilities; optometrists; speech pathologists; chiropractors; diagnostic and therapeutic technicians; and radiology technologists).
2. Workers required for effective clinical, command, infrastructure, support service, administrative, security and intelligence operations across the direct patient care and full healthcare and public health spectrum, including accounting, administrative, admitting and discharge, engineering, accrediting, certification, licensing, credentialing, epidemiological, source plasma and blood donation, food service, environmental services, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians; emergency medical services workers; prehospital workers including but not limited to urgent care workers; inpatient and hospital workers; outpatient care workers; home care workers; workers at long-term care facilities, residential and community-based providers; workplace safety workers).
3. Workers needed to support transportation to and from healthcare facilities and provider appointments.
4. Workers needed to provide laundry services, food services, reprocessing of medical equipment, and waste management.
5. Vendors and suppliers (including imaging, pharmacy, oxygen services, durable medical equipment)
6. Workers who perform critical clinical research, development, and testing needed for COVID-19 response.
7. Workers in other medical and life science facilities (including Ambulatory Health and Surgical, Blood Banks, Clinics, Community Mental Health, Comprehensive Outpatient rehabilitation, End Stage Renal Disease, Health Departments, Home Health care, Hospices, Hospitals, Long Term Care, Organ Pharmacies, Procurement Organizations, Psychiatric, Residential, Rural Health Clinics and Federally Qualified Health Centers, and retail facilities specializing in medical goods and supplies, including cannabis).
8. Workers for health manufacturing (including life science companies, and companies that have shifted production to medical supplies), materials and parts suppliers, technicians, logistics and warehouse operators, printers, packagers, and distributors of medical equipment (including those who test and repair), personal protective equipment (PPE), isolation barriers, medical

- gases, pharmaceuticals (including materials used in radioactive drugs, and cannabis products), dietary supplements, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, personal hygiene products, and tissue and paper towel products.
9. Public health / community health workers, including those who compile, model, analyze and communicate public health information.
 10. Behavioral and mental health workers responsible for coordination, outreach, engagement, and treatment to individuals in need of mental health and/or behavioral services.
 11. Donors of blood bone marrow, blood stem cell, or plasma and the workers of the organizations that operate and manage related activities.
 12. Workers that manage health plans, billing, and health information.
 13. Workers who conduct community-based public health functions, conducting epidemiologic surveillance, compiling, analyzing and communicating public health information.
 14. Workers performing IT and cybersecurity functions at healthcare and public health facilities.
 15. Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions.
 16. Pharmacy employees, including workers necessary to maintain uninterrupted prescription filling.
 17. Workers in retail facilities specializing in medical goods and supplies.
 18. Public health and environmental health workers, including workers specializing in environmental health that focus on implementing environmental controls, sanitary and infection control interventions, healthcare facility safety and emergency preparedness planning, engineered work practices, and developing guidance and protocols for appropriate PPE to prevent COVID-19 disease transmission; Public health/ community health workers (including call center workers) who conduct community- based public health functions, conducting epidemiologic surveillance and compiling, analyzing, and communicating public health information.
 19. Mortuary services providers, including workers performing mortuary, funeral, cremation burial, cemetery, and related services, including funeral homes, crematoriums, cemetery workers and coffin makers.
 20. Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to behavioral and mental health services to the family members, responders, and survivors of an incident.
 21. Workers supporting veterinary hospitals and clinics.

Relevant Sector Guidance:

- [All Facility Letters for health care facilities, including long-term care facilities](#)
- [Health care facilities, Skilled Nursing Facilities](#)
- [Individuals with Access and Functional Needs](#)
- [Medical Waste Management - Interim Guidelines](#)
- [Outpatient Healthcare Facility Infection Control Recommendations for Suspect COVID-19 Patients](#)
- [Prioritization of Patients for Laboratory Testing for COVID-19](#)
- [Veterinary Professionals and Premises](#)
- Regional Centers:
 - [Visits to Licensed Residential Facilities](#)
 - [Risk Mitigation Strategies for ARFPSHN, ICF/DD-CN](#)
- [Adult and Senior Care Facilities](#)

- [Cuidado a los Adultos Mayores](#)
- [Community care facilities, including assisted living facilities and child care](#)
- [Medi-Cal Managed Care Health Plans: COVID – 19 Screening and Testing](#)
- [Coverage Options Fact Sheet](#)
 - [Opciones De Cobertura](#)
- [Department of Managed Health Care All Plan Letter](#)
- [California Department of Insurance Bulletin](#)

2. EMERGENCY SERVICES SECTOR

Sector Profile

The Emergency Services Sector (ESS) is a community of highly-skilled, trained personnel, along with the physical and cyber resources, that provide a wide range of prevention, preparedness, response, and recovery services during both day-to-day operations and incident response. The ESS includes geographically distributed facilities and equipment in both paid and volunteer capacities organized primarily at the federal, state, local, tribal, and territorial levels of government, such as city police departments and fire stations, county sheriff's offices, Department of Defense police and fire departments, and town public works departments. The ESS also includes private sector resources, such as industrial fire departments, private security organizations, and private emergency medical services providers.

Essential Workforce, if remote working is not practical:

1. Public, private, and voluntary personnel (front line and management) in emergency management, law enforcement, fire and rescue services, emergency medical services, corrections, rehabilitation and reentry, search and rescue, hazardous material response, and technicians supporting maritime and aviation emergency response.
2. Public Safety Answering Points and 911 call center employees; personnel involved in access to emergency services including the emergency alert system and wireless emergency alerts.
3. Fusion Center employees
4. Workers who support weather disaster / natural hazard monitoring, response, mitigation, and prevention, including personnel conducting, supporting, or facilitating wildfire mitigation activities
5. Workers – including contracted vendors -- who maintain, manufacture, or supply equipment and services supporting law enforcement, fire, EMS, and emergency service response operations (including safety equipment, electronic security, and uniforms)
6. Workers responding to abuse and neglect of children, elders and dependent adults.
7. Animal control officers and humane officers
8. Security staff to maintain building access control and physical security measures
9. Workers and contracted vendors who maintain and provide services and supplies to public safety facilities, including emergency communication center, public safety answering points, public safety communications centers, emergency operation centers, fire and emergency medical services stations, police and law enforcement stations and facilities.

Relevant Sector Guidance:

- [Public Health Guidance about COVID-19 for California State Prisons](#)
- [First responders, including paramedics and EMTs](#)

3. FOOD AND AGRICULTURE

Sector Profile

The Food and Agricultural (FA) Sector is composed of complex production, processing, and delivery systems and has the capacity to feed people and animals both within and beyond the boundaries of the United States. Beyond domestic food production, the FA Sector also imports many ingredients and finished products, leading to a complex web of growers, processors, suppliers, transporters, distributors, and consumers. This sector is critical to maintaining and securing our food supply.

Essential Workforce, if remote working is not practical:

1. Workers supporting groceries, pharmacies, convenience stores, and other retail that sells food or beverage products, and animal/pet food, retail customer support service, information technology support staff, for online orders, pickup/takeout or delivery.
2. Workers supporting restaurant carry-out and quick serve food operations, including food preparation, carry-out and delivery food employees.
3. Food manufacturer employees and their supplier employees to include those employed in food ingredient production and processing-facilities; aquaculture and seafood harvesting facilities; livestock, poultry, seafood slaughter facilities; pet and animal feed processing facilities; human food facilities producing by-products for animal food; beverage production facilities; and the production of food packaging, including recycling operations and processing.
4. Farmers, farm and ranch workers, and agribusiness support services to include those employed in auction and sales; grain and oilseed handling, storage, processing and distribution; animal food, feed, and ingredient production, packaging, and distribution; manufacturing, packaging, and distribution of veterinary drugs; truck delivery and transport.
5. Farmers, farm and ranch workers, support service workers and their supplier employees producing food supply domestically and for export to include those engaged in raising, cultivating, harvesting, packing, storing, or delivering to storage or to market or to a carrier for transportation to market any agricultural or horticultural commodity for human consumption; those engaged in producing and harvesting field crops; cannabis growers; agricultural and commodity inspection; fuel ethanol facilities; storage facilities; biodiesel and renewable diesel facilities; and other agricultural inputs
6. Employees and firms supporting food, feed, and beverage distribution and ingredients used in these products including warehouse workers, vendor-managed inventory controllers, and blockchain managers.
7. Workers supporting the sanitation of all food manufacturing processes and operations from wholesale to retail.
8. Workers supporting the growth and distribution of plants and associated products for home gardens.
9. Workers in cafeterias used to feed workers, particularly worker populations sheltered against COVID-19
10. Workers in animal diagnostic and food testing laboratories
11. Workers essential for assistance programs and government payments
12. Government, private, and non-governmental organizations' workers essential for food assistance programs (including school lunch programs) and government payments.

13. Employees of companies engaged in the production, storage, transport, and distribution of chemicals; medicines, including cannabis; vaccines; and other substances used by the food and agriculture industry, including seeds, pesticides, herbicides, fertilizers, minerals, enrichments, and other agricultural production aids.
14. Animal agriculture workers to include those employed in veterinary health (including those involved in supporting emergency veterinary or livestock services); raising of animals for food; animal production operations; livestock markets; slaughter and packing plants, manufacturers, renderers, and associated regulatory and government workforce.
15. Transportation supporting animal agricultural industries, including movement of animal medical and reproductive supplies and material, animal vaccines, animal drugs, feed ingredients, feed, and bedding, live animals, animal medical materials; transportation of deceased animals for disposal; and associated regulatory and government workforce
16. Workers who support sawmills and the manufacture and distribution of fiber and forest products, including, but not limited to timber, paper, and other wood and fiber products
17. Employees engaged in the manufacture and maintenance of equipment and other infrastructure necessary to agricultural production and distribution
18. Workers at animal care facilities that provide food, shelter, veterinary and/or routine care and other necessities of life for animals.

Relevant Sector Guidance:

- [Food, Beverage, Other Services](#)
 - [Alimentos, Bebidas y Otros Sitios de Servicios Relacionados](#)
- [Food Industry and Food Supply Chain](#)

4. ENERGY

Sector Profile

The Energy Sector consists of widely diverse and geographically dispersed critical assets and systems that are often interdependent of one another. This critical infrastructure is divided into three interrelated segments or subsectors—electricity, oil, and natural gas—to include the production, refining, storage, and distribution of oil, gas, and electric power. The Energy Sector supplies fuels to the transportation industry, electricity to households and businesses, and other sources of energy that are integral to growth and production across the Nation. In turn, it depends on the Nation's transportation, information technology, communications, finance, water, and government infrastructures.

Essential Workforce, if remote working is not possible:

1. Workers supporting the energy sector, regardless of the energy source, segment of the system, or infrastructure the worker is involved in, or who are needed to monitor, operate, engineer, and maintain the reliability, safety, environmental health, physical and cyber security of the energy system, including power generation, transmission and distribution.
2. Workers supporting the energy sector, regardless of the energy source, needed for construction, manufacturing, transportation and logistics, maintenance, and permitting.
3. IT and OT technology for essential energy sector operations including support workers, customer service operations, call centers, and emergency response and customer emergency operations; energy management systems, control systems, Supervisory Control and Data Acquisition SCADA systems, and energy sector entity data centers; cybersecurity engineers; and cybersecurity risk management.
4. Workers providing services related to energy sector fuels and supply chains, supporting the procurement, mining, drilling, processing, refining, manufacturing, refueling, construction, logistics, transportation (including marine transport, terminals, rail and vehicle transport), permitting operation and maintenance, security, waste disposal, storage, and monitoring of support for resources;
5. Workers supporting environmental remediation and monitoring.
6. Workers supporting manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service at energy sector facilities across all energy sectors, and regardless of the energy source.
7. Workers at Independent System Operators and Regional Transmission Organizations, and Network Operations staff, engineers and technicians to manage the network or operate facilities.
8. Workers at Reliability Coordinator, Balancing Authorities, and primary and backup Control Centers, including but not limited to independent system operators, regional transmission organizations, and balancing authorities; and workers involved in energy commodity trading and scheduling.
9. Mutual assistance personnel, which may include workers from outside of the state or local jurisdiction
10. Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them.

5. WATER AND WASTEWATER

Sector Profile

The Water and Wastewater Sector is a complex sector composed of drinking water and wastewater infrastructure of varying sizes and ownership types. Multiple governing authorities pertaining to the Water and Wastewater Sector provide for public health, environmental protection, and security measures, among others.

Essential Workforce, if remote working is not practical:

Employees needed to operate and maintain drinking water and wastewater/drainage infrastructure, including:

1. Operational staff at water authorities
2. Operational staff at community water systems
3. Operational staff at wastewater treatment facilities
4. Workers repairing water and wastewater conveyances and performing required sampling or monitoring
5. Operational staff for water distribution and testing
6. Operational staff at wastewater collection facilities
7. Operational staff and technical support for SCADA Control systems
8. Chemical disinfectant suppliers for water and wastewater and personnel protection
9. Workers that maintain digital systems infrastructure supporting water and wastewater operations

6. TRANSPORTATION AND LOGISTICS

Sector Profile

The Transportation Systems Sector consists of seven key subsectors, or modes:

- Aviation includes aircraft, air traffic control systems, and airports, heliports, and landing strips. Commercial aviation services at civil and joint-use military airports, heliports, and sea plane bases. In addition, the aviation mode includes commercial and recreational aircraft (manned and unmanned) and a wide variety of support services, such as aircraft repair stations, fueling facilities, navigation aids, and flight schools.
- Highway and Motor Carrier encompasses roadway, bridges, and tunnels. Vehicles include trucks, including those carrying hazardous materials; other commercial vehicles, including bicycles, commercial motor coaches and school buses; vehicle and driver licensing systems; taxis, transportation services including Transportation Network Companies, and delivery services including Delivery Network Companies; traffic management systems; AND cyber systems used for operational management.
- Maritime Transportation System consists of coastline, ports, waterways, and intermodal landside connections that allow the various modes of transportation to move people and goods to, from, and on the water.
- Mass Transit and Passenger Rail includes terminals, operational systems, and supporting infrastructure for passenger services by transit buses, trolleybuses, monorail, heavy rail—also known as subways or metros—light rail, passenger rail, and vanpool/rideshare.
- Pipeline Systems consist of pipelines carrying natural gas hazardous liquids, as well as various chemicals. Above-ground assets, such as compressor stations and pumping stations, are also included.
- Freight Rail consists of major carriers, smaller railroads, active railroad, freight cars, and locomotives.
- Postal and Shipping includes large integrated carriers, regional and local courier services, mail services, mail management firms, and chartered and delivery services.

Essential Workforce, if remote working is not practical:

1. Employees supporting or enabling transportation functions, including truck drivers, bus drivers, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, towing and recovery services, roadside assistance workers, intermodal transportation personnel, and workers that maintain and inspect infrastructure
2. Working supporting or providing services that enable logistics operations for essential sectors, wholesale and retail sale, including warehousing, cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
3. Workers supporting maintenance and operation of essential highway infrastructure, including roads, bridges, and tunnels.

4. Workers of firms providing services, supplies, and equipment that enable warehouse and operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
5. Mass transit workers providing critical transit services and/or performing critical or routine maintenance to mass transit infrastructure or equipment.
6. Employees supporting personal and commercial transportation services, including taxis, bicycle services, Transportation Network Companies, and delivery services including Delivery Network Companies
7. Workers responsible for operating dispatching passenger, commuter and freight trains and maintaining rail infrastructure and equipment
8. Maritime transportation and inland waterway workers – to include maintenance and repair – including port authority and commercial facility personnel, dredgers, port workers, mariners, ship crewmembers, ship pilots and tugboat operators, ship supply, Chandler, and equipment operators.
9. Workers who support the operation, inspection, and maintenance of essential dams, locks, and levees.
10. Workers who support the inspection and maintenance of aids to navigation and other government-provided services that ensure continued maritime commerce.
11. Workers supporting transportation of chemicals, hazardous, medical, waste and recyclable materials to support critical sectors and infrastructure.
12. Automotive repair, maintenance, and transportation equipment manufacturing and distribution facilities.
13. Transportation safety inspectors, including hazardous material inspectors and accident investigator inspectors
14. Manufacturers and distributors (to include service centers and related operations) of lighting and communication systems, specialized signage and structural systems, emergency response equipment and support materials, printers, printed materials, packaging materials, pallets, crates, containers, and other supplies needed to support manufacturing, packaging staging and distribution operations
15. Postal, parcel, courier, last-mile delivery, and shipping workers, to include private companies who accept, process, transport, and deliver information and goods.
16. Workers who supply equipment and materials for maintenance of transportation equipment.
17. Employees who repair and maintain vehicles, aircraft, rail equipment, marine vessels, bicycles, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers
18. Workers who support air transportation for cargo and passengers, including operation distribution, maintenance, and sanitation. This includes air traffic controllers, flight dispatchers, maintenance personnel, ramp workers, fueling agents, flight crews, airport safety inspectors and engineers, airport operations personnel, aviation and aerospace safety workers, security, commercial space personnel, operations personnel, accident investigators, flight instructors, and other on- and off-airport facilities workers.
19. Workers critical to the manufacturing, distribution, sales, rental, leasing, repair, and maintenance of vehicles and other transportation equipment (including electric vehicle charging stations) and the supply chains that enable these operations, subject to adhering public health guidance issued by CDPH.
20. Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, construction material

suppliers, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues

21. Workers who support, such as road and line clearing, to ensure the availability of needed facilities, transportation, energy and communications.

7. COMMUNICATIONS AND INFORMATION TECHNOLOGY

Sector Profile

The Communications Sector provides products and services that support the efficient operation of today's global information-based society. Communication networks enable people around the world to contact one another, access information instantly, and communicate from remote areas. This involves creating a link between a sender (including voice signals) and one or more recipients using technology (e.g., a telephone system or the Internet) to transmit information from one location to another. Technologies are changing at a rapid pace, increasing the number of products, services, service providers, and communication options. The national communications architecture is a complex collection of networks that are owned and operated by individual service providers. Many of this sector's products and services are foundational or necessary for the operations and services provided by other critical infrastructure sectors. The nature of communication networks involves both physical infrastructure (buildings, switches, towers, antennas, etc.) and cyber infrastructure (routing and switching software, operational support systems, user applications, etc.), representing a holistic challenge to address the entire physical-cyber infrastructure.

The IT Sector provides products and services that support the efficient operation of today's global information-based society and are integral to the operations and services provided by other critical infrastructure Sectors. The IT Sector is comprised of small and medium businesses, as well as large multinational companies. Unlike many critical infrastructure Sectors composed of finite and easily identifiable physical assets, the IT Sector is a functions-based Sector that comprises not only physical assets but also virtual systems and networks that enable key capabilities and services in both the public and private sectors.

Essential Workforce – Communications, if remote working is not practical:

1. Maintenance of communications infrastructure- including privately owned and maintained communication systems- supported by technicians, operators, call-centers, wireline and wireless providers, cable service providers, satellite operations, Internet Exchange Points, Network Access Points, back haul and front haul facilities, and manufacturers and distributors of communications equipment.
2. Workers performing functions related to undersea cable infrastructure and support facilities, including cable landing sites, beach manhole vaults and covers, submarine cable depots, and submarine cable ship facilities
3. Government and private sector employees supporting Department of Defense internet and communications facilities.
4. Workers who support radio, television, and media service, including, but not limited to front line news reporters, studio, and technicians for newsgathering, reporting, and publishing news.
5. Network Operations staff, engineers and/or technicians to include IT managers and staff, HVAC & electrical engineers, security personnel, software and hardware engineers, and database administrators that manage the network or operate facilities
6. Workers responsible for infrastructure construction and restoration, including contractors for construction and engineering of fiber optic cables, buried conduit, small cells, other wireless facilities, and other communications sector-related infrastructure. This includes construction of

new facilities and deployment of new technology required to address congestion or customer usage on remote services.

7. Installation, maintenance and repair technicians that establish, support or repair service as needed.
8. Central office personnel to maintain and operate central office, data centers, and other network office facilities, and critical support personnel assisting front line employees
9. Customer service and support staff, including managed and professional services as well as remote providers of support to transitioning employees to set up and maintain home offices, who interface with customers to manage or support service environments and security issues, including payroll, billing, fraud, logistics and troubleshooting
10. Workers providing electronic security, fire, monitoring, and life safety services, and who ensure physical security, cleanliness, and the safety of facilities and personnel, including those who provide temporary licensing waivers for security personnel to work in other States or Municipalities.
11. Dispatchers involved with service repair and restoration
12. Retail customer service personnel at critical service center locations for onboarding customers, distributing and repairing equipment and other supply chain personnel, to support individuals' remote emergency communications needs;
13. External Affairs personnel to assist in coordinating with local, state, and federal officials to address communications needs supporting COVID-19 response, public safety, and national security.
14. Workers responsible for ensuring that persons with disabilities have access to and the benefits of various communications platforms, including those involved in the provision of telecommunication relay services, closed captioning of broadcast television for the deaf, video relay services for deaf citizens who prefer communication via American Sign Language over text, and audio-description for television programming.

Essential Workforce - Information Technology, if remote working is not practical:

15. Workers who support command centers, including, but not limited to Network Operations Command Centers, Broadcast Operations Control Center and Security Operations Command Centers
16. Data center operators, including system administrators, HVAC & electrical engineers, security personnel, IT managers and purchasers, data transfer solutions engineers, software and hardware engineers, and database administrators
17. Workers who support client service centers, field engineers, and other workers supporting critical infrastructure, as well as manufacturers and supply chain vendors that provide hardware and software, support services, research and development, information technology equipment (to include microelectronics and semiconductors), and HVAC and electrical equipment for critical infrastructure and test labs and certification agencies that qualify such equipment for critical infrastructure.
18. Workers needed to pre-empt and respond to cyber incidents involving critical infrastructure,, and entities supporting the functioning of critical infrastructure sectors
19. Suppliers, designers, transporters and other workers supporting the manufacture, distribution, and construction of essential global, national and local infrastructure for computing services (including cloud computing services and teleworking capabilities), business infrastructure, financial transactions, web-based services, and critical manufacturing

20. Workers supporting communications systems, information technology, and work from home solutions
21. Employees required to support Software as a Service businesses that enable remote working, performance of business operations, distance learning, media services, and digital health offerings, or required for technical support crucial for business continuity and connectivity.

8. GOVERNMENT OPERATIONS AND OTHER COMMUNITY-BASED ESSENTIAL FUNCTIONS

Essential Workforce, if remote working is not practical.

1. Critical government workers, as defined by the employer and consistent with Continuity of Operations Plans and Continuity of Government plans.
2. County workers responsible for determining eligibility for safety net benefits
3. The Courts, consistent with guidance released by the California Chief Justice
4. Workers who support administration and delivery of unemployment insurance programs, income maintenance, employment service, disaster assistance, workers' compensation insurance and benefits programs, and pandemic assistance
5. Workers to ensure continuity of building functions, including but not limited to security and environmental controls, the manufacturing and distribution of the products required for these functions, and the permits and inspection for construction.
6. Elections personnel
7. Federal, State, and Local, Tribal, and Territorial employees who support Mission Essential Functions and communications networks
8. Trade Officials (FTA negotiators; international data flow administrators)
9. Weather forecasters
10. Workers that maintain digital systems infrastructure supporting other critical government operations
11. Workers who support necessary credentialing, vetting and licensing operations for critical sector workers and operations.
12. Workers who are critical to facilitating trade in support of the national, state, and local emergency response supply chain
13. Workers supporting public and private childcare establishments, pre-K establishments, K-12 schools, colleges, and universities for purposes of distance learning, provision of school meals, or care and supervision of minors to support essential workforce across all sectors
14. Staff at government offices who perform title search, notary, and recoding services in support of mortgage and real estate services and transactions;
15. Workers and instructors supporting academies and training facilities and courses for the purpose of graduating students and cadets that comprise the essential workforce for all identified critical sectors
16. Clergy for essential support and faith-based services that are provided through streaming or other technologies that support physical distancing and state public health guidelines.
17. Human services providers, especially for at risk populations, including home delivered meal providers for older adults, people with disabilities, and others with chronic health conditions; home-maker services for frail, homebound, older adults; personal assistance services providers to support activities of daily living for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services; home health providers who deliver health care services for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services.
18. Government entities, and contractors that work in support of local, state, and federal public health and medical mission sets, including but not limited to supporting access to healthcare and associated payment functions, conducting public health functions, providing medical care,

supporting emergency management, or other services necessary for supporting the COVID-19 response.

Relevant Sector Guidance:

- Schools and institutions of higher education
 - [Guidance for schools \(PDF\)](#)
 - [Directrices para las escuelas sobre el nuevo coronavirus o COVID-19 \(PDF\)](#)
 - [Guidance for colleges and universities](#)
 - [Directrices para las instituciones de educación superior sobre el nuevo coronavirus o COVID-19](#)
- [Guidance for K-12 Schools: Distance Learning, School Meals, Child Care and Student Supervision](#)
- [Guidance for Using Disinfectants at Schools and Child Cares](#)
 - [Recordatorios para el uso de desinfectantes en las escuelas y guarderías](#)
- [Community care facilities, including assisted living facilities and child care](#)

9. CRITICAL MANUFACTURING

Sector Profile

The Critical Manufacturing Sector identifies several industries to serve as the core of the sector: Primary Metals Manufacturing, Machinery Manufacturing, Electrical Equipment, Appliance, and Component Manufacturing, Transportation Equipment Manufacturing Products made by these manufacturing industries are essential to many other critical infrastructure sectors.

Essential Workforce, if remote working is not practical

1. Workers necessary for the manufacturing of metals, industrial minerals, semiconductors, materials and products needed for supply chains of the critical infrastructure sectors.
2. Workers necessary for the manufacturing of materials and products needed to manufacture medical equipment and personal protective equipment
3. Workers necessary for mining and production of critical minerals, materials and associated essential supply chains, and workers engaged in the manufacture and maintenance of equipment and other infrastructure necessary for mining production and distribution.
4. Workers who produce or manufacture parts or equipment that supports continued operations for any essential services and increase in remote workforce, including computing and communication devices, semiconductors, and equipment such as security tools for Security Operations Centers (SOCs) or data centers.
5. Workers manufacturing or providing parts and equipment that enable the maintenance and continued operation of essential businesses and facilities.

10. FINANCIAL SERVICES

Sector Profile

The Financial Services Sector includes thousands of depository institutions, providers of investment products, insurance companies, other credit and financing organizations, and the providers of the critical financial utilities and services that support these functions. Financial institutions vary widely in size and presence, ranging from some of the world's largest global companies with thousands of employees and many billions of dollars in assets, to community banks and credit unions with a small number of employees serving individual communities. Whether an individual savings account, financial derivatives, credit extended to a large organization, or investments made to a foreign country, these products allow customers to: Deposit funds and make payments to other parties; Provide credit and liquidity to customers; Invest funds for both long and short periods; Transfer financial risks between customers.

Essential Workforce, if remote working is not practical:

1. Workers who are needed to process and maintain systems for processing financial transactions and services, including payment, clearing, and settlement; wholesale funding; insurance services; and capital markets activities
2. Workers who are needed to maintain orderly market operations to ensure the continuity of financial transactions and services.
3. Workers who are needed to provide business, commercial, and consumer access to banking and non-bank financial and lending services, including ATMs, lending money transmission, and to move currency, checks, securities, and payments
4. Workers who support financial operations, such as those staffing call, data and security operations centers, managing physical security, or providing accounting services.
5. Workers supporting production and distribution of debit and credit cards.
6. Workers providing electronic point of sale support personnel for essential businesses and workers.

11. CHEMICAL & HAZARDOUS MATERIALS

Sector Profile

The Chemical Sector—composed of a complex, global supply chain—converts various raw materials into diverse products that are essential to modern life. Based on the product produced, the sector can be divided into five main segments, each of which has distinct characteristics, growth dynamics, markets, new developments, and issues: Basic chemicals; Specialty chemicals; Agricultural chemicals; Pharmaceuticals; Consumer products.

Essential Workforce, if remote working is not practical:

1. Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, workers in laboratories, workers at distribution facilities, workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, textiles, building materials, plumbing, electrical and paper products.
2. Workers supporting the safe transportation of chemicals, including those supporting tank truck cleaning facilities and workers who manufacture packaging items
3. Workers supporting the production of protective cleaning and medical solutions, personal protective equipment, disinfectants, and packaging that prevents the contamination of food, water, medicine, among others essential products
4. Workers supporting the operation and maintenance of facilities (particularly those with high risk chemicals and/ or sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections
5. Workers who support the production and transportation of chlorine and alkali manufacturing, single-use plastics, and packaging that prevents the contamination or supports the continued manufacture of food, water, medicine, and other essential products, including glass container manufacturing
6. Workers at nuclear facilities, workers managing medical waste, workers managing waste from pharmaceuticals and medical material production, and workers at laboratories processing test kits
7. Workers who support hazardous materials response and cleanup
8. Workers who maintain digital systems infrastructure supporting hazardous materials management operations
9. Workers who support the removal, storage, and disposal of residential and commercial solid waste and hazardous waste, including landfill and recycling operations.

12. DEFENSE INDUSTRIAL BASE

Sector Profile

The Defense Industrial Base Sector is the worldwide industrial complex that enables research and development, as well as design, production, delivery, and maintenance of military weapons systems, subsystems, and components or parts, to meet U.S. military requirements. The Defense Industrial Base partnership consists of Department of Defense components, Defense Industrial Base companies and their subcontractors who perform under contract to the Department of Defense, companies providing incidental materials and services to the Department of Defense, and government-owned/contractor-operated and government-owned/government-operated facilities. Defense Industrial Base companies include domestic and foreign entities, with production assets located in many countries. The sector provides products and services that are essential to mobilize, deploy, and sustain military operations.

Essential Workforce, if remote working is not practical:

1. Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military, including, but are not limited to, space and aerospace workers, nuclear matters workers, mechanical and software engineers (various disciplines), manufacturing and production workers, IT support, security staff, security personnel, intelligence support, aircraft and weapon system mechanics and maintainers, and sanitary workers who maintain the hygienic viability of necessary facilities.
2. Personnel working for companies, and their subcontractors, who perform under contract or sub-contract to the Department of Defense (DoD) and the Department of Energy (DoE) (on nuclear matters), as well as personnel at government-owned/contractor operated facilities, and who provide materials and services to the DoD and DoE (on nuclear matters), including support for weapon systems, software systems and cybersecurity, defense and intelligence communications, surveillance, sale of U.S. defense articles and services for export to foreign allies and partners (as authorized by the U.S. government), and space systems and other activities in support of our military, intelligence, and space forces.

13. INDUSTRIAL, COMMERCIAL, RESIDENTIAL, and SHELTERING FACILITIES AND SERVICES

Essential Workforce, if remote working is not practical:

1. Construction Workers who support the construction, operation, inspection, and maintenance of construction sites and construction projects (including housing, commercial, and mixed-use construction); and workers who support the supply chain of building materials from production through application/installation, including cabinetry, fixtures, doors, cement, hardware, plumbing, electrical, heating/cooling, refrigeration, appliances, paint/coatings, and employees who provide services that enable repair materials and equipment for essential functions.
2. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, construction material sources, and essential operation of construction sites and construction projects (including those that support such projects to ensure the availability of needed facilities, transportation, energy and communications; and support to ensure the effective removal, storage, recycling and disposal of solid waste and hazardous waste)
3. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, businesses, and buildings such as hospitals and senior living facilities, including any facility supporting COVID-19 response.
4. Workers who support the supply chain of building materials from production through application and installation, including cabinetry, fixtures, doors, cement, hardware, plumbing (including parts and services), electrical, heating and cooling, refrigeration, appliances, paint and coatings, and workers who provide services that enable repair materials and equipment for essential functions.
5. Workers in hardware and building materials stores, consumer electronics, technology and appliances retail, and related merchant retailers, wholesalers and distributors that support essential workforce functions where sales and operations cannot be conducted online
6. Warehouse operators, including vendors and support personnel critical for business continuity (including heating, ventilation, and air conditioning (HVAC) and electrical engineers, security personnel, and janitorial staff), e-commerce or online commerce, and customer service for essential functions.
7. Workers supporting the operations of commercial buildings that are critical to safety, security, and the continuance of essential activities, such as on-site property managers, building engineers, security staff, fire safety directors, janitorial personnel, and service technicians (e.g., mechanical, HVAC, plumbers, electricians, and elevator).
8. Workers supporting ecommerce through distribution, warehouse, call center facilities, and other essential operational support functions, that accept, store, and process goods, and that facilitate their transportation and delivery
9. Workers distributing, servicing, repairing, installing residential and commercial HVAC systems, boilers, furnaces and other heating, cooling, refrigeration, and ventilation equipment.
10. Workers managing or servicing hotels or other commercial and residential buildings that are used for COVID-19 mitigation and containment measures, treatment measures, provide accommodation for essential workers, or providing housing solutions, including measures to protect homeless populations.

11. Workers responsible for the leasing of residential and commercial properties to provide individuals and families with ready access to available housing.
12. Residential and commercial real estate workers, limited to scheduled property viewings to a potential buying party. This does not extend to open-house viewings, nor viewings with more than one buying party at a time.
13. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities and critical sector services
14. Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency “at-home” situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.
15. Workers supporting the entertainment industries, studios, and other related establishments, provided they follow covid-19 public health guidance around physical distancing.
16. Workers that provide or determine eligibility for food, shelter, in-home supportive services, child welfare, adult protective services and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including family members)
17. Workers performing services in support of the elderly and disabled populations who coordinate a variety of services, including health care appointments and activities of daily living.
18. Workers who provide support to vulnerable populations to ensure their health and well-being including family care providers.
19. Workers providing dependent care services, particularly those whose services ensure essential workers can continue to work.
20. Workers who support food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals, such as those residing in shelters.
21. Workers in laundromats, laundry services, and dry cleaners.
22. Workers providing disinfection services, for all essential facilities in essential sectors
23. Workers necessary for the installation, maintenance, distribution, and manufacturing of water and space heating equipment and its components.
24. Support required for continuity of services, including commercial disinfectant services, janitorial/cleaning personnel, and support personnel functions that need freedom of movement to access facilities in support of front-line employees.

Relevant Sector Guidance:

- [Cleaning & Waste Management for Residences 2/2020](#)
- [Essential/Emergency Personnel Providing Critical In-Home Services](#)
- [Home cleaning with COVID-19 positive individuals](#)
- [Recommended Strategic Approaches for COVID-19 Response for Individuals Experiencing Homelessness](#)
- [Flow Chart: COVID-19 Recommended Protocol for People Experiencing Homelessness](#)
- [Homeless Assistance Providers](#)
- [Immigrant Communities](#)
 - [Las Comunidades de Inmigrantes](#)
- [Pets & People](#)

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-37-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating stringent public health emergency orders as well as guidance from federal, state, and local public health officials; and

WHEREAS on March 16, 2020, I issued Executive Order N-28-20, suspending state law limitations on local jurisdictions that impose restrictions on evictions; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, ordering all residents to immediately heed the Order of the State Public Health Officer for all residents, unless exempted, to stay home or at their place of residence; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rent, and leaving them vulnerable to eviction; and

WHEREAS minimizing evictions during this period is critical to reducing the spread of COVID-19 in vulnerable populations by allowing all residents to stay home or at their place of residence in compliance with Executive Order N-33-20; and

WHEREAS Chief Justice Tani Cantil-Sakauye issued advisory guidance on March 20, 2020 for superior courts to suspend most civil trials and hearings for at least 60 days, and on March 23, 2020, suspended all jury trials for a period of 60 days, and extended by 60 days the time period for the holding of a civil trial; and

WHEREAS on March 25, 2020 the Department of Business Oversight secured support from national banks, state banks and credit unions for temporary delays in mortgage payments and foreclosure sales and evictions for homeowners who have economic impacts from COVID-19 with the objective of maximizing consistency and minimizing hurdles potentially faced by borrowers.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The deadline specified in Code of Civil Procedure section 1167 shall be extended for a period of 60 days for any tenant who is served, while

this Order is in effect, with a complaint that seeks to evict the tenant from a residence or dwelling unit for nonpayment of rent and who satisfies all of the following requirements:

- a. Prior to the date of this Order, the tenant paid rent due to the landlord pursuant to an agreement.
 - b. The tenant notifies the landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 7 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19, including but not limited to the following:
 - (i) The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
 - (ii) The tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or
 - (iii) The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.
 - c. The tenant retains verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from an employer or supervisor explaining the tenant's changed financial circumstances, to support the tenant's assertion of an inability to pay. This documentation may be provided to the landlord no later than the time upon payment of back-due rent.
- 2) No writ may be enforced while this Order is in effect to evict a tenant from a residence or dwelling unit for nonpayment of rent who satisfies the requirements of subparagraphs (a)-(c) of paragraph 1.
- 3) The protections in paragraphs 1 and 2 shall be in effect through May 31, 2020.

Nothing in this Order shall prevent a tenant who is able to pay all or some of the rent due from paying that rent in a timely manner or relieve a tenant of liability for unpaid rent.

Nothing in this Order shall in any way restrict state or local governmental authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential property.

IT IS FURTHER ORDERED that this Order supersedes Executive Order N-28-20 to the extent that there is any conflict with that Order.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 27th day of March 2020.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-39-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, COVID-19 continues to spread at a rapid rate, threatening to overwhelm California's healthcare delivery system; and

WHEREAS California is preparing for a surge in the number of people who will need hospital care during the COVID-19 outbreak by increasing the number of hospital beds and post-acute care facilities that can treat and serve patients; and

WHEREAS this anticipated increase in the use of the healthcare system will require an increase in the health care workforce such as nurses, doctors, medical assistants, and emergency medical technicians; and

WHEREAS maximizing the number of qualified and capable medical and healthcare workers in service in California is imperative to ensure that Californians impacted by COVID-19 can access medical treatment; and

WHEREAS, the anticipated surge requires temporary adjustment of California's staffing and health and safety standards for health providers and health facilities, which are among the strongest in the nation, as numerous professionals are unable to satisfy professional licensing requirements in light of the COVID-19 pandemic that then subsequently prevent them from providing necessary medical and healthcare assistance to the public; and

WHEREAS, our most vulnerable residents who rely on state and local government for social services need additional support during this time; and

WHEREAS the Department of Developmental Services operates Stabilization, Training, Assistance and Reintegration (STAR) community crisis homes to treat individuals with developmental disabilities in acute crisis and additional STAR homes are required to provide treatment to such individuals and to protect the public health during the COVID-19 crisis; and

WHEREAS federal guidance permits monthly caseworker visits with children under court jurisdiction to be accomplished through videoconferencing in limited circumstances, such as a declaration of an emergency that prohibits or strongly discourages face-to-face contact for public health reasons; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To assist in the care and/or to protect the health of individuals in hospitals and other health facilities, and due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the licensing and staffing requirements of chapters 2 and 2.4 of division 2 of the Health and Safety Code and any accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. To the extent the facility maintains a disaster and mass casualty plan, the facility granted a waiver shall be established and operate in accordance with that plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 2) To facilitate the continued provision of care due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing and certification requirements and amend scopes of practice of chapters 2, 2.35, and 8 of division 2 of the Health and Safety Code and any accompanying regulations with respect to certified nursing assistants, home health aides, and nursing home administrators, and chapter 3, division 2 of the Business and Professions Code and accompanying regulations with respect to certified hemodialysis technicians. The Department shall provide guidance to facilities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 3) The certification and permitting requirements of the Radiologic Technology Act (as identified in Health and Safety Code section 27) are, only for the duration of the declared emergency, suspended for all persons:
 - (i) whose certificate or permit issued pursuant to the Radiological Technology Act is expired, regardless of expiration date, or has been canceled; or
 - (ii) who hold Radiography certification issued by the American Registry of Radiologic Technologists or are an American Registry of Radiologic Technologists Registered Radiologist Assistant; or
 - (iii) who are credentialed as Radiology Practitioner Assistants by the Certification Board for Radiology Practitioner Assistants; or

- (iv) who are certified, permitted or otherwise authorized to perform radiologic technology by passing a State-required examination by a state other than the State of California; and
- (v) who are working under the supervision of a person licensed under the Medical Practice Act, except that the requirement to be under supervision shall not apply to a licentiate of the healing arts, as defined in the Radiological Technology Act; and
- (vi) who are deemed by a health facility as necessary workforce for purposes of this Order.

The specific certification requirements of Health and Safety Code section 107110 are suspended for any person who is licensed under the Medical Practice Act (Business and Professions Code sections 2000, et seq.). Except for persons licensed under the Medical Practice Act, this suspension of certification and permitting requirements shall not apply to persons who have never been either certified or permitted by the Department of Public Health, or certified, permitted, or otherwise authorized by the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state. This suspension of certification and permitting requirements shall also not apply to persons whose certificate, permit, or other authorization has been revoked or suspended for cause by the Department of Public Health, the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state.

- 4) To ensure hospitals are adequately prepared and staffed to treat COVID-19 patients, the Director of the State Department of Public Health may temporarily waive licensing requirements in Health and Safety Code section 1277 and sections 70203(a)(2), 70701(a)(1)(E), 70703(b), and 70705(a) of Chapter 1, Article 3, of Title 22, that pertain to the credentialing and privileging of physicians. Any waiver shall include alternate measures that, under the circumstances, ensure the competency of physicians providing medical services at the hospital.
- 5) To facilitate the continued provision of care to individuals affected by the COVID-19 outbreak, the Director of the Department of Consumer Affairs may to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing requirements and amend scopes of practice in Division 2 of the Business and Professions Code, and any accompanying regulations. Professional licensing requirements should be interpreted broadly to effectuate the purposes of this executive order, and they include, but are not limited to, the examination, education, experience, and training requirements necessary to obtain and maintain licensure, and requirements governing the practice and permissible activities for licensees. The Department, in conjunction with the relevant licensing board, shall provide guidance identifying the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver may include alternative measures that, under the circumstances, will allow the regulated individual to treat patients while protecting public health

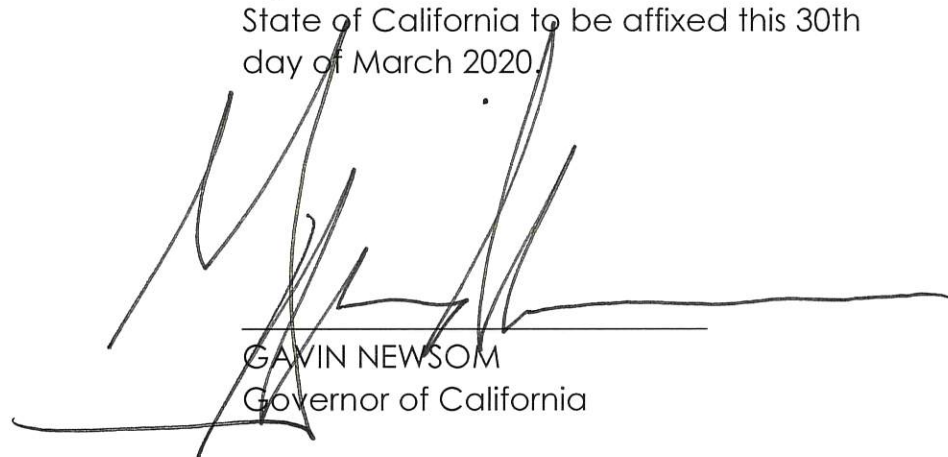
and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

- 6) To ensure the continued operation of the Emergency Medical Services (EMS) system without unduly endangering the people of California during the COVID-19 outbreak, the Director of the California Emergency Medical Services Authority may as necessary and only for the duration of the declared emergency, suspend any licensing, certification, or training requirements for EMS personnel as contained in the EMS Act Chapters 2, 3, and 4, and accompanying regulations, including the authority to permit EMS personnel to provide services in any setting as authorized by the Director for the performance of the current scope of practice. The Authority shall provide guidance to local emergency medical services authorities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waivers granted pursuant to this paragraph shall be posted on the Authority's website.
- 7) Notwithstanding the Government Code section 14669, or any other law, the Director of the Department of Developmental Services has the authority to enter into a lease, lease-purchase, lease with option to purchase any real or personal property or any other agreement to procure residences or facilities and necessary equipment, goods or services to serve those individuals with development disabilities in crisis, to respond to, mitigate the effects or prevent the spread of COVID-19 to individuals with developmental disabilities or the general community. The leases or agreements may be executed without the review or prior approval of any other state department or agency. The leases or agreements executed pursuant to this provision shall be in effect so long as necessary to address the COVID-19 crisis or its effects.
- 8) The Department of Social Services may, to the extent the Department deems necessary to respond to the COVID-19 crisis, allow any state monthly face-to-face caseworker visitation requirement, standard, or criteria set forth in the Welfare and Institutions Code sections 16501.1, subdivision (l), 16516.5, and 16516.6, as well as accompanying regulations or other written directives, policies or procedures, to be accomplished through videoconferencing, instead of in-person contact. This flexibility shall only be utilized by caseworkers in keeping with guidance from the Department and after a child-specific decision based on the training and experience of the social worker, considering all available information, that an in-person visit is not necessary to ensure the child's safety and well-being. Any flexibility granted pursuant to this paragraph shall not waive or conflict with applicable federal requirements in United States Code, Title 42, sections 622, subdivision (b)(17) and 624, subdivision (f), as modified for emergency waivers in guidance issued March 18, 2020, in the Child Welfare Policy Manual Title IV-B, section 7.3, question 8 and shall expire at the end of the emergency declaration, in 90 days, or sooner as determined by the Department. Any flexibility granted pursuant to this paragraph shall be posted to the Department's website.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 30th day of March 2020.

A large, stylized handwritten signature in dark ink, likely belonging to Gavin Newsom, is written over a horizontal line. The signature is composed of several sharp, sweeping strokes.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-42-20

WHEREAS on March 4, 2020, I proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS it is the established policy of the State under Water Code section 106.3 that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes; and

WHEREAS to limit the spread of COVID-19 it is crucial that Californians wash their hands regularly and thoroughly; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of work hours or wages, or layoffs related to COVID-19, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS many small businesses that provide services essential to the health and well-being of Californians have experienced substantial reductions in income, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS the California Public Utilities Commission has directed private water utilities under its jurisdiction to implement customer service protections, including a moratorium on service disconnections, during the COVID-19 emergency; and

WHEREAS more than 100 public and private water systems have voluntarily agreed to halt disconnections as well; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with the various statutes and regulations concerning water shutoffs specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and the statutes of the State of California, and in particular, Government Code sections 8567, 8570, 8571, and 8627, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The authority of urban and community water systems, as defined in Health and Safety Code section 116902, subdivision (d), to discontinue residential service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment under Health and Safety Code sections 116908 and 116910, is suspended.
- 2) Water systems not subject to the requirements of Health and Safety Code sections 116908 and 116910 shall not discontinue residential

service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment.

- 3) Water systems shall restore any residential service to occupied residences that has been discontinued for nonpayment since March 4, 2020.
- 4) Water systems shall not discontinue service to any business in the critical infrastructure sectors designated by the State Public Health Officer as critical to protect the health and well-being of all Californians that qualifies as a small business under 13 C.F.R. § 121.201 of the Small Business Administration's regulations.
- 5) The State Water Resources Control Board shall identify best practices, guidelines, or both to be implemented during the COVID-19 emergency (i) to address non-payment or reduced payments, (ii) to promote and to ensure continuity of service by water systems and wastewater systems, and (iii) to provide measures such as the sharing of supplies, equipment and staffing to relieve water systems under financial distress.

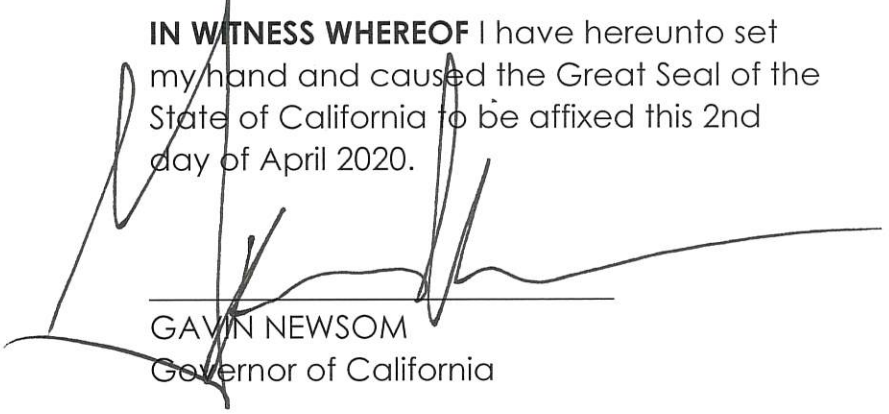
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

Nothing in this Order modifies the obligations of urban and community waters systems to comply with provisions of the Water Shutoff Protection Act not specifically addressed by this Order or other applicable laws, regulations, and guidelines.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 2nd day of April 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

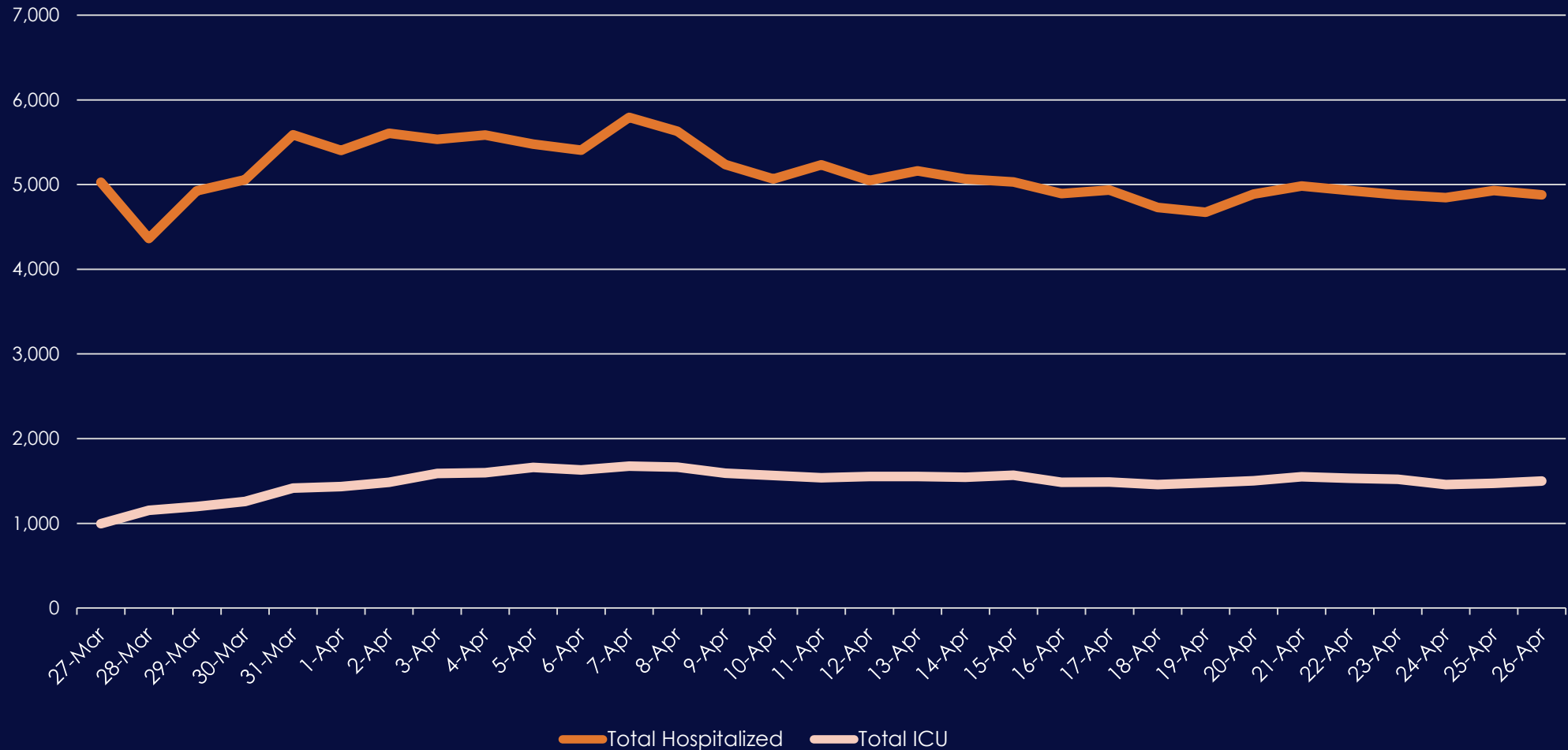


Update on California's Pandemic Roadmap

6 Indicators for Modifying Stay-at-Home Order

- Ability to test, contact trace, isolate, and support the exposed
- Ability to protect those at high risk for COVID-19
- Surge capacity for hospital and health systems
- Therapeutic development to meet the demand
- Ability of businesses, schools, and childcare facilities to support physical distancing
- Determination of when to reinstitute measures like Stay-At-Home

California Hospitalization Trend Lines



Total includes both COVID-19 confirmed positive hospitalizations as well as COVID-19 suspect hospitalizations.

The Basics



COVID-19 is not going away soon.



Modifications to Stay-At-Home Order must be guided by health risk and a commitment to equity.



Taking responsibility is key at all levels – individual, business, and government.

Resilience Roadmap Stages

STAGE 1: Safety and Preparedness

Making essential workforce environment as safe as possible.

STAGE 2: Lower Risk Workplaces

Creating opportunities for lower risk sectors to adapt and re-open.

Modified school programs and childcare re-open.

STAGE 3: Higher Risk Workplaces

Creating opportunities for higher risk sectors to adapt and re-open.

STAGE 4: End of Stay-At-Home Order

Return to expanded workforce in highest risk workplaces.

Requires
Therapeutics.

Stage 1: Safety and Preparedness

This is where we are now.

- **Continue to build out testing, contact tracing, PPE, and hospital surge capacity.**
- **Continue to make essential workplaces as safe as possible.**
 - Physical and work flow adaption
 - Essential workforce safety net
 - Make PPE more widely available
 - Individual behavior changes
- **Prepare sector-by-sector safety guidelines for expanded workforce.**

Stage 2: Lower Risk Workplaces

Gradually opening some lower risk workplaces with ADAPTATIONS:

- Retail (e.g. curbside pickup)
- Manufacturing
- Offices (when telework not possible)
- Opening more public spaces

Expanded Workforce Safety Net:

- Wage replacement so workers can stay home when sick

Stage 2: Lower Risk Workplaces

Schools and Childcare Facilities with Adaptations:

- Summer programs and next school year potentially starting sooner (July/August)
- Childcare facilities to provide more care
- Address learning gaps
- Ensure students and staff are protected
- Allow broader workforce to return to work

Actions needed to get from Stage 1 to Stage 2



Government Actions

- Policies that allow people to stay home when they're sick
- Guidance provided on how to reduce risk



Business Actions

- Wage replacement so workers can stay home when sick
- Implement adaptations to lower-risk workplaces NOW
- Employees continue to work from home when possible



Individual Actions

- Safety precautions – physical distancing, face coverings, etc.
- Avoid all non-essential travel
- Support and care for people who are at high risk

When are we ready for Stage 2?

Key indicator considerations to move to Stage 2:

- Hospitalization and ICU trends stable.
- Hospital surge capacity to meet demand.
- Sufficient PPE supply to meet demand.
- Sufficient testing capacity to meet demand.
- Contact tracing capacity statewide.

Transition to Stage 2 will occur through a statewide modification to the Stay-At-Home Order.

Opportunity for Regional Variations

During Stage 2, counties may choose to relax stricter local orders at their own pace.

Following Stage 2, once a statewide COVID-19 surveillance system is made possible through testing, further regional variations could be supported.

State will consult and collaborate closely with local governments.

Stage 3: Higher Risk Workplaces

Open higher risk environments with adaptations and limits on size of gatherings:

- Personal care (hair and nail salons, gyms)
- Entertainment venues (movie theaters, sports without live audiences)
- In-person religious services (churches, weddings)

Stage 4: End of Stay-At-Home Order

Re-open highest risk workplaces with all indicators satisfied once therapeutics have been developed:

- Concerts
- Convention Centers
- Live audience sports

Be Part of the Solution

Stay Home. Practice Physical Distancing.

We are enlisting all Californians to help inform the development of guidance for sectors across our economy.

This guidance will provide a framework for how to safely re-open.

CALIFORNIA
ALL

**Your Actions
Save Lives**

covid19.ca.gov

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-60-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, which directed all California residents to immediately heed current State public health directives; and

WHEREAS State public health directives, available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/>, have ordered all California residents stay home except for essential needs, as defined in State public health directives; and

WHEREAS COVID-19 continues to menace public health throughout California; and

WHEREAS the extent to which COVID-19 menaces public health throughout California is expected to continue to evolve, and may vary from place to place within the State; and

WHEREAS California law promotes the preservation of public health by providing for local health officers—appointed by county boards of supervisors and other local authorities—in addition to providing for statewide authority by a State Public Health Officer; and

WHEREAS these local health officers, working in consultation with county boards of supervisors and other local authorities, are well positioned to understand the local needs of their communities; and

WHEREAS local governments are encouraged to coordinate with federally recognized California tribes located within or immediately adjacent to the external geographical boundaries of such local government jurisdiction; and

WHEREAS the global COVID-19 pandemic threatens the entire State, and coordination between state and local public health officials is therefore, and will continue to be, necessary to curb the spread of COVID-19 throughout the State; and

WHEREAS State public health officials have worked, and will continue to work, in consultation with their federal, state, and tribal government partners; and

WHEREAS the State Public Health Officer has articulated a four-stage framework—which includes provisions for the reopening of lower-risk businesses and spaces (“Stage Two”), to be followed by the reopening of higher-risk businesses and spaces (“Stage Three”)—to allow Californians to gradually resume various activities while continuing to preserve public health in the face of COVID-19; and

WHEREAS the threat posed by COVID-19 is dynamic and ever-changing, and the State's response to COVID-19 (including implementation of the four-stage framework) should likewise retain the ability to be dynamic and flexible; and

WHEREAS to preserve this flexibility, and under the provisions of Government Code section 8571, I find that strict compliance with the Administrative Procedure Act, Government Code section 11340 et seq., would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, 8627, and 8665; and also in accordance with the authority vested in the State Public Health Officer by the laws of the State of California, including but not limited to Health and Safety Code sections 120125, 120130, 120135, 120140, 120145, 120150, 120175, and 131080; do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) All residents are directed to continue to obey State public health directives, as made available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/> and elsewhere as the State Public Health Officer may provide.
- 2) As the State moves to allow reopening of lower-risk businesses and spaces ("Stage Two"), and then to allow reopening of higher-risk businesses and spaces ("Stage Three"), the State Public Health Officer is directed to establish criteria and procedures—as set forth in this Paragraph 2—to determine whether and how particular local jurisdictions may implement public health measures that depart from the statewide directives of the State Public Health Officer.

In particular, the State Public Health Officer is directed to establish criteria to determine whether and how, in light of the extent to which the public health is menaced by COVID-19 from place to place within the State, local health officers may (during the relevant stages of reopening) issue directives to establish and implement public health measures less restrictive than any public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

The State Public Health Officer is further directed to establish procedures through which local health officers may (during the relevant stages of reopening) certify that, if their respective jurisdictions are subject to proposed public health measures (which they shall specify to the extent such specification may be required by the State Public Health Officer) that are less restrictive than public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer, the public health will not be menaced. The State Public Health Officer shall additionally establish procedures to permit, in a manner consistent with public health and

safety, local health officers who submit such certifications to establish and implement such less restrictive public health measures within their respective jurisdictions.

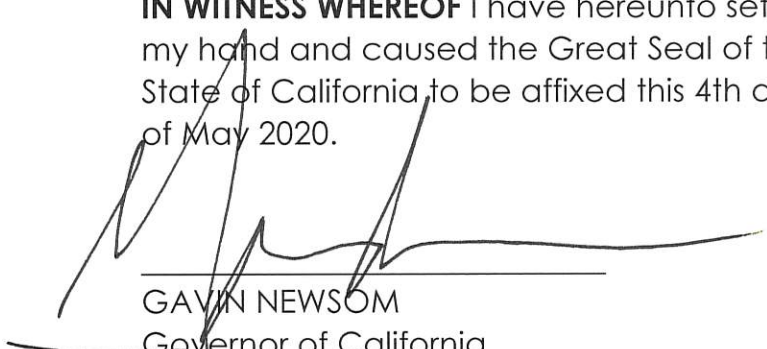
The State Public Health Officer may, from time to time and as she deems necessary to respond to the dynamic threat posed by COVID-19, revise the criteria and procedures set forth in this Paragraph 2. Nothing related to the establishment or implementation of such criteria or procedures, or any other aspect of this Order, shall be subject to the Administrative Procedure Act, Government Code section 11340 et seq. Nothing in this Paragraph 2 shall limit the authority of the State Public Health Officer to take any action she deems necessary to protect public health in the face of the threat posed by COVID-19, including (but not limited to) any necessary revision to the four-stage framework previously articulated by the State Public Health Officer.

- 3) Nothing in this Order shall be construed to limit the existing authority of local health officers to establish and implement public health measures within their respective jurisdictions that are more restrictive than, or that otherwise exist in addition to, the public health measures imposed on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of May 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**EXTENSION OF EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19)
TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER
RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES,
GYMS, HEALTH CLUBS, THEATERS, CHURCHES, AND OTHER SOCIAL GATHERINGS**

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, the severity of the local health emergency appears to be increasing each day, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world; and

WHEREAS, on March 16, 2020, the California Department of Public Health ("CDPH") and State Emergency officials issued guidance to local communities regarding public safety measures that should be taken with respect to (1) retail food, beverage, and related service venues, (2) entertainment venues; and (3) gyms, health clubs, theaters, and other social gatherings, in order to prevent the transmission of COVID-19;

WHEREAS, on March 19, 2020, the County Public Health Officer issued an Emergency Order For The Prevention Of Novel Coronavirus (COVID-19) Transmission In Or About Restaurants, Bars, Food Trucks, Grocery Stores, And Other Retail Food And Beverage Service Venues, Entertainment And Recreational Venues, Gyms, Health Clubs, Theaters, Churches, And Other Social Gatherings ("ORDER"), which is set to expire on April 19, 2020;

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all California residents immediately to heed current State public health directives to stay home (shelter-in-place), except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect the health and well-being of all Californians; and

WHEREAS, due to the continued transmission of COVID-19 throughout Tulare County, it is the opinion of the County Public Health Officer that it is necessary to continue to enforce the aforementioned orders to combat further transmission of the disease to Tulare County residents.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the County Public Health Officer extends the ORDER previously issued on March 19, 2020, until such a time that it is terminated or modified by the County Public Health Officer in writing.

IT IS SO ORDERED.

Time: 5:10 p.m.
Date: April 8, 2020

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By Jennifer M. Flores Digitally signed by Jennifer M. Flores
Date: 2020.04.09 09:46:16 -0700
Chief Deputy
Matter No. 2020217

Attachments: March 19, 2020 Order of the County Public Health Officer

JMF/4/7/2020/2020217/1450463_2.docx

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**AMENDED EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19)
TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER
RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES,
GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR
RECREATIONAL ACTIVITIES**

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, the severity of the local health emergency appears to be increasing each day, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world; and

WHEREAS, the California Department of Public Health ("CDPH") and State Emergency officials have issued ongoing guidance to local communities regarding public safety measures that should be taken with respect to (1) retail food, beverage, and related service venues, (2) entertainment venues, and (3) gyms, health clubs, theaters, other social gatherings, and outdoor recreational activities, in order to prevent the transmission of COVID-19; and

WHEREAS, said guidance is designed to protect individuals attending and working at these venues and prevent the spread of COVID-19 in our communities; and

WHEREAS, under said guidance, available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/ncov2019.aspx> and <https://covid19.ca.gov/stay-home-except-for-essential-needs/> the following actions have been recommended:

- **Bars, wineries, breweries and pubs** should be closed, except for venues that are currently authorized to provide off sale beer and wine to be consumed off premises be allowed; bars, breweries, pubs, and wineries that include meals provided by a full kitchen should follow the restaurant guidance below if they provide delivery or pick-up options;
- **Restaurants** should be closed for in-restaurant seated dining and should be open only to drive-through or other pick-up/delivery options;
- **Food trucks** should increase the frequency of cleaning of menus, cash registers, receipt trays, condiment holders, writing instruments and other non-food contact surfaces frequently touched by patrons and employees, ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together, etc., but limiting the number of

people in lines;

- **Grocery stores and charitable food distribution sites** should remain fully open and operational, but ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc., and limiting the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, and increase cleaning and sanitizing frequency of restroom and other high contact areas; and stores that have online ordering with outside pick-up or delivery options should encourage use of these when possible in lieu of indoor shopping;
- **Certified Farmers' Markets** should space booths accordingly to increase social distancing among patrons in line and walking about the market; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with soap and water for at least 20 seconds; offer additional hand washing or sanitizing stations throughout the venue; encourage activities such as pre-bagging to expedite purchasing; suspend sampling activities; increase frequency of cleaning of tables, payment devices, and other surfaces; eliminate non-essential/non-related services, such as bands or other entertainment; and at the end of the market, continue to utilize local food recovery systems to feed/donate extra products to populations in need;
- **All retail food and beverage service venues** should remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds;
- **Gambling venues** should eliminate, delay, or reduce conventions/tournaments that increase customer flow above 250 persons in a single room/space; increase frequency of cleaning of chips, shuffling machines, and other objects utilized in games; increase frequency of cleaning and/or disposal of playing cards; eliminate non-essential/non-related services, such as massages or other ancillary services co-housed in gambling venues that could increase customer flow above 250 persons in a single room/space; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together etc.; limit the number of people in lines; separate spaces on the gaming floor into smaller components; increase frequency of cleaning and sanitizing per CDC Environmental Cleaning and Disinfection guidance of all hard surfaces, including terminals and felt and vinyl surfaces of card tables and chairs; increase cleaning and sanitizing frequency of restroom and other high contact areas; eliminate events/marketing that target individuals that the CDPH has identified higher risk of serious illness for COVID-19 ; provide additional opportunities throughout the venue for persons to reduce the spread of the virus through hand washing or sanitizing stations;
- **Theme Parks and Attractions** should ensure that social distancing of six feet per between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together etc.; limit attendance as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with soap and water for at least 20 seconds; increase spacing of show times to allow for more thorough cleaning of single room or space and social distancing during show times; provide additional opportunities throughout the venue for persons to reduce the spread of the virus through hand washing or sanitizing stations; eliminate events/marketing that target individuals that the CDPH has

identified as higher risk of serious illness for COVID-19; extend hours to allow for staggering of attendance; and add distance to locations individuals sit or stand around tables;

- **Gyms, health clubs, and theaters** should be closed;
- **All gatherings** (defined as any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space) should be postponed or cancelled, except for those defined as “essential,” meaning that they cannot be postponed or achieved without gathering, and that some other means of communication could not be used to conduct the essential function.
- **Face coverings**, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, should be worn by all persons over the age of two years at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household. All persons, including Essential Workers are discouraged from using Personal Protective Equipment (PPE), such as N95 masks, for non-medical reasons, because supply must be available to healthcare workers.

WHEREAS, the increasing threat posed by COVID-19 in Tulare County makes it advisable that the actions recommended in said guidance become mandatory in the incorporated and unincorporated areas of County of Tulare at least for the time being.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. Definitions:

- a) Restaurant: Any establishment that sells food for consumption on-premises.
- b) Food Court: Any establishment that sells food for consumption on-premises in a shared setting with other establishments.
- c) Bar and tavern: Any establishment with the following types of California Alcoholic Beverage Control licenses:
 - 1) 40 - On Sale Beer (Bar, Tavern)
 - 2) 42 - On Sale Beer & Wine - Public Premises (Bar, Tavern)
 - 3) 48 - On Sale General - Public Premises (Bar, Night Club)
 - 4) 51 - Club
 - 5) 57 - Special On Sale General
 - 6) 60 - On Sale Beer - Seasonal
 - 7) 61 - On Sale Beer - Public Premises
- d) Food truck: Any “mobile food facility” within the meaning of the California Retail Food Code.
- e) Certified Farmers’ Market: A location that is certified by the State of California through the enforcement officers of the county agricultural commissioners and operated pursuant to Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and regulations adopted pursuant to that chapter.
- f) Grocery Store: Any store primarily engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, and fresh meats, fish, and poultry and any area that is not separately owned within the store where food is prepared and served, including a bakery, deli, and meat and

seafood counter. "Grocery store" includes convenience stores.

- g) Charitable Food Distribution Site: A "food bank" or "limited service charitable feeding operation" within the meaning of the California Retail Food Code.
 - h) Gambling venue: Any cardroom, casino, or similar site where the primary goal of those assembled is the wagering of money or other things of value on events with uncertain outcomes, with the primary intent of winning money or material goods, and over which the Tulare County Public Health Officer has jurisdiction.
 - i) Entertainment and recreational venue: Any site where the primary goal of those assembled is to promote amusement, enjoyment, pleasure, recreation, diversion, relaxation, and other similar uses, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like.
 - j) Theme park: Any entertainment venue or amusement park in which rides, games, and buildings are based on a central theme.
 - k) Amusement Park: Any entertainment venue that features various attractions such as rides and games, as well as other events for entertainment purposes.
 - l) Attraction: Any place of interest where persons visit, typically for its inherent or exhibited natural or cultural value, historical significance, natural or built beauty, offering leisure and amusement.
 - m) Gym and Health Club: Any room or building used for various indoor sports or exercise activities, and usually equipped with exercise or gymnastic apparatus, locker and shower rooms, indoor or outdoor swimming pools, sports courts, and similar spaces.
 - n) Theater: Any entertainment venue used for housing dramatic presentations, stage entertainments, or motion-picture shows.
 - o) Church: Any site, with or without structures, the primary use of which is the assemblage of people for any religious worship, education, or expression.
 - p) Social gathering: Any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space.
 - q) Outdoor recreational activities: Any activity that can be done in an outside setting, including but not limited to, individual and group sports.
2. **Restaurants, Food Courts, and other establishments** that offer on-premises dining shall not allow consumption of food or beverages on-premises. Delivery, drive-thru, and pick-up options are allowed.
 3. **Bars and taverns** shall be closed.
 4. **Food Trucks** shall not allow consumption of food or beverages on or about the premises and shall increase the frequency of cleaning of menus, cash registers, receipt trays, condiment holders, writing instruments and other non-food contact surfaces frequently touched by patrons and employees; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together, etc., but limit the number of people in their lines. All employees of the Food Truck should wear an appropriate face covering at all times.
 5. **Certified Farmers' Markets** shall space booths accordingly to increase social distancing among patrons in line and walking about the market; ensure that social distancing of six feet per between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with

soap and water for at least 20 seconds; offer additional hand washing or sanitizing stations throughout the venue; encourage activities such as pre-bagging to expedite purchasing; suspend sampling activities; increase frequency of cleaning of tables, payment devices, and other surfaces; eliminate non-essential/non-related services, such as bands or other entertainment; and at the end of the market, continue to utilize local food recovery systems to feed/donate extra products to populations in need. All persons providing essential services at a Farmers' Market should wear an appropriate face covering at all times.

6. **Grocery Stores and Charitable Food Distribution Sites** are allowed to remain fully open and operational, but must ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; and stores that have online ordering with outside pick-up or delivery options should encourage use of these when possible in lieu of indoor shopping. All employees of the grocery store or charitable food distribution site should wear an appropriate face covering at all times.
7. **All retail food, beverage, and other related service venues** shall remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds. All venues should require employees to wear an appropriate face covering at all times.
8. **Gambling venues** shall be closed.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall be closed.
10. **Gyms and health clubs** shall be closed;
11. **All social gatherings**, including, but not limited to church services, meetings of service and social clubs, conferences, conventions, and the like, shall be postponed or cancelled.
12. **Outdoor recreational activities** are permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California.
13. For those businesses closed under this Order, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided that they each observe the social distancing and best personal hygiene practices (including washing their hands often with soap and water for at least 20 seconds) outlined above.
14. No County permits for special events shall be granted. All County permits for special events previously issued are revoked or postponed.
15. No temporary ABC licenses shall be authorized by the County.
16. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared

transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.

17. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
18. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
19. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
20. Pursuant to California Government Code section 41601, the chiefs of the police departments of the Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.
21. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
22. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
23. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available on the County of Tulare's website.
24. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.

IT IS SO ORDERED.

Time: 9:10am
Date: May 5, 2020

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By
Deputy County Counsel
Matter No. 2020217JMS/5-05-2020/2020217/1463907.docx



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

Karen M. Elliott, MBA • Public Health Branch Director
Karen Haught, MD, M.P.H. • County Health Officer

Timothy W. Lutz, MBA
Agency Director

May 7, 2020

Health Advisory Recommending Face Coverings for the Public and Essential Workers

This health advisory seeks to inform the public about the need for Face Coverings when outside the home for the prevention and source control of COVID-19.

Summary

- Tulare County Public Health urges the public to use Face Coverings while attending to essential activities in order to reduce the spread of COVID-19
- Individuals are asked to ensure effective use of Face Coverings by washing their hands after putting on and taking of the Face Covering
- Essential businesses and their employees are asked to utilize Face Coverings when providing services to the public
- Essential businesses are asked to post signage informing the public of the requirement to utilize Face Coverings

The United States Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), and the Tulare County Public Health Branch ("TCPH") have recommended that members of the public, should cover the mouth and nose to prevent inadvertently spreading the virus that causes Coronavirus Disease 2019 ("COVID-19"). One key transmission method for the COVID-19 virus is respiratory droplets that people expel when they breathe or sneeze. Individuals have been found to be infected with COVID-19 and not have any symptoms, meaning they are asymptomatic, but they can still be contagious. People can also be infected and contagious 48 hours before developing symptoms, the time when they are pre-symptomatic. Many people with the COVID-19 virus have mild symptoms and do not recognize they are infected and contagious, and they can unintentionally infect others. Therefore, the CDC, CDPH, and TCPH believe that wearing a face covering, when combined with physical distancing of at least 6 feet and frequent hand washing, may reduce the risk of transmitting coronavirus when in public and engaged in essential activities by reducing the spread of respiratory droplets. *For clarity, although wearing a face covering is one tool for reducing the spread of the virus, doing so is not a substitute for sheltering in place, physical distancing of at least 6 feet, and frequent hand washing.*

This Advisory requires that people wear Face Coverings in three main settings. First, members of the public must wear Face Coverings while inside of or waiting in line to enter Essential Businesses and other businesses or facilities engaged in Minimum Basic Operations, providing Essential Infrastructure, and providing Essential Government Functions (except Healthcare Operations, which are subject to different requirements), when seeking healthcare from Healthcare Operations, and when waiting for or riding on



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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



**TULARE COUNTY
HEALTH & HUMAN SERVICES AGENCY**

Timothy W. Lutz, MBA
Agency Director

Karen M. Elliott, MBA • Public Health Branch Director
Karen Haught, MD, M.P.H. • County Health Officer

and all people who are seeking care at healthcare facilities or engaged in certain types of public transit or transportation with others wear a Face Covering to reduce the likelihood that they may transmit or receive the COVID-19 virus. The intent of this Advisory is also to ensure that people who work for or seek services from entities engaged in Essential Infrastructure work, Minimum Basic Operations, or Essential Government Functions also wear a Face Covering when they are in close proximity to others. In so doing, this Advisory will help reduce the spread of the COVID-19 virus and mitigate the impact of the virus on members of the public and on the delivery of critical healthcare services to those in need. All provisions of this Advisory must be interpreted to effectuate this intent.

A handwritten signature in black ink that reads "Karen Haught".

Karen Haught MD, MPH
Health Officer of Tulare County

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of Emergency now exists in the State of California due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19; and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20, ordering that all Californians shelter in place to preserve public health and safety ("Shelter in Place Order"); and

WHEREAS, the Shelter in Place Order has been successful in slowing the transmission and infection rate of COVID-19 in the State of California; and

WHEREAS, on March 19, 2020 the County Health Officer of the County of Tulare issued an EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES, GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR RECREATIONAL ACTIVITIES, which order was extended on April 8, 2020, and amended on May 5, 2020 (the "Amended Emergency Order"); and

WHEREAS, on April 14, 2020, the State of California presented the Pandemic Roadmap, a four-stage plan for modifying the Shelter in Place Order, and defining the statewide current status under the plan as being at Stage 1; and

WHEREAS, on May 4, 2020, the State announced that entry into Stage 2 of the plan would begin on May 8, 2020 for all Counties, subject to certain conditions and certain guidance; and

WHEREAS, advancement within the Pandemic Roadmap by an individual County can be accomplished by meeting certain State-defined criteria and procedures; and

WHEREAS, the Pandemic Roadmap is designed to prevent the spread of COVID-19 in California while allowing parts of our state to safely reopen; and

WHEREAS, it is advisable that the State criteria, procedures, and guidance for the stages of the Pandemic

Roadmap become mandatory in the incorporated and unincorporated areas of County of Tulare.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. **The Amended Emergency Order** is hereby terminated. Any previous Public Health Orders, other than the Emergency Declaration dated March 11, 2020, not previously terminated by the Amended Emergency Order are hereby terminated.
2. **The Shelter in Place Order**, the emergency orders of the State Public Health Director related to the COVID-19 pandemic, and the State's Pandemic Roadmap and guidance issued with respect to the roadmap, as may be amended, modified, or supplemented from time-to-time by their makers, are hereby adopted as emergency orders of the County Health Officer of the County of Tulare and enforceable as such.
3. **Only** the activities and businesses authorized by the County's current stage of the Pandemic Roadmap shall be allowed. The County's current stage of the Pandemic Roadmap can be found at <https://covid19.tularecounty.ca.gov/>.
4. **Bars, wineries, breweries and pubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
5. **Restaurants** shall follow the State's guidelines and shall be open only to drive-through or other pickup/delivery options and shall not open their in-restaurant seated dining nor allow consumption of food or beverages on-premises until allowed under the County's current stage of the Pandemic Roadmap.
6. **Food Trucks** shall follow the State's guidelines and shall not allow consumption of food or beverages on or about the premises until allowed under the County's current stage of the Pandemic Roadmap.
7. **Certified Farmers' Markets** shall follow the State's guidelines and shall space booths accordingly to increase social distancing and shall eliminate non-essential/non-related services, such as bands or other entertainment until allowed under the County's current stage of the Pandemic Roadmap.
8. **Gambling venues** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
10. **Gyms and health clubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
11. **All social gatherings**, including, but not limited to church services, meetings of service and social

clubs, conferences, conventions, and the like, shall be postponed or cancelled until allowed under the County's current stage of the Pandemic Roadmap.

12. **Outdoor recreational activities** shall be permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California. These social distancing requirements shall remain in place as they relate to Outdoor Recreation Activities until abolished under the County's current stage of the Pandemic Roadmap.
13. For those businesses closed under this Order, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided that they each observe the social distancing and best personal hygiene practices (including washing their hands often with soap and water for at least 20 seconds) outlined above.
14. No County permits for special events shall be granted, all County permits for special events previously issued are revoked or postponed, and no temporary ABC licenses shall be authorized by the County until social gatherings are permitted under the County's current stage of the Pandemic Roadmap.
15. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.
16. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
17. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
18. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
19. Pursuant to California Government Code section 41601, the chiefs of the police departments of the

Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.

20. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
21. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
22. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available at <https://covid19.tularecounty.ca.gov/>.
23. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.
24. Pursuant to Tulare County Ordinance Code sections 4-01-1070 and 4-01-1315, violations of this Order may be considered a public nuisance.
25. Pursuant to Tulare County Ordinance Code sections 1-23-1000 and 1-23-1015 violations of this Order shall be subject to an administrative fine or penalty.
26. All open businesses, facilities, retail food, venues shall ensure social distancing of six feet per person between those who are not members of the same household, limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, increase cleaning and sanitizing frequency of all contact areas, encourage use of online ordering with curbside pickup or delivery options in lieu of indoor shopping, remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds and wearing appropriate face covering when necessary.
27. Current guidance related to the Pandemic Roadmap is located at <https://covid19.ca.gov/roadmap/>.
28. Tulare County's Current Stage and information related to allowable businesses and activities is located at <https://covid19.tularecounty.ca.gov/>.
29. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between

persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.

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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, Pubic Pools, Community Pools, Interactive Water Features (e.g. splash pads), Close Contact Sports, etc.	• Closed
Close Contact Sports	• Closed
Bars, Entertainment Venues, etc.	• Closed
Community Events (health fairs, cook-offs, etc.)	• Closed
Faith Based Institutions	• Closed
Educational Institutions, schools and organized youth	• Follow established guidelines for schools and child care facilities •

activities (day camp, summer camp)	
Senior Facilities (Skilled Nursing, Assisted Living, Long-term Living, etc.)	• Follow all established guidelines for all types of senior facilities • Implement social distancing measures. • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Public Spaces	• All activities adhere to distancing and infection control protocols •
All Employers	• Continue to encourage work from home, if possible. Return to work in stages. Close common areas where personnel are likely to congregate or enforce strict social distancing protocols. Minimize non-essential travel. Consider special accommodations for personnel who are members of a vulnerable population.
All Residents	• Age 65+ and individuals with underlying conditions, stay home. All, if essential employee, work from home, if possible. Wear face covering when unable to continuously maintain 6 ft. social distancing when in public. Social gatherings should be in accordance with State guidance and be limited to immediate family. Minimize non-essential travel.

If positive improvement/stability of metrics for 14 days, move to STAGE 4 /if significant decrease in metrics, return to STAGE 2

STAGE 3: Higher Risk Workplaces

Retail Stores	• Open at 50% capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Commercial Businesses/Offices	• Open at 50% capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Manufacturing	• Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible.
Restaurants & Bars Serving Food	• With State Executive Order lifted, open at 50% seating capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Nail Salons, Hair Salons, Barber Shops, etc.	• Restricted to appointment only services. No walk-in customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.

Health Care, Dental, Optometry, etc.	• Routine and elective procedures for patients for all age groups. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Massage, Tattoo & Body Art, etc.	• Restricted to appointment only services. No walk-in customers. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Gyms, Fitness Centers, Public Pools, Community Pools, Interactive Water Features (e.g., splash pad), etc.	• Open at limited capacity while adhering to 6ft social distancing criteria. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Close Contact Sports	• Closed
Bars, Entertainment Venues, etc.	• Closed
Community Events (health fairs, cook-offs, etc.	• Closed
Faith Based Institutions (Churches & Weddings)	• Open at 50% capacity. • Implement social distancing measures. • Wear face covering if unable to continuously maintain 6 ft. social distancing when in public.
Educational Institutions, school and organized youth activities (day camp, summer camp)	• Follow established CDPH and CDC guidelines for schools and child care
Senior Facilities (Skilled Nursing, Assisted Living, Long-term Living, etc.)	• Follow all established CDPH guidelines for all types of senior facilities • Implement social distancing measures. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Public Spaces	• All activities adhere to distancing and infection control protocols
All Employers	Close common areas where personnel are likely to congregate or enforce moderate social distancing protocols. Consider special accommodations for personnel who are members of the vulnerable populations.
All Residents	• Age 65+ and individuals with underlying conditions, stay home. Work from home, if possible. Wear face covering if unable to continuously maintain 6 ft. social distancing when in public. Social gatherings should be in accordance with State guidance. Some non-essential travel may resume.

If significant decrease in metrics, return to STAGE 3

Stage 4: End of Stay at Home Order

Retail Stores	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Commercial Businesses	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Restaurants & Bars Serving Food	• Limited to State restrictive capacity. If no limitations, open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Nail Salons, Hair Salons, Barber Shops, etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Health Care, Dental, Optometry, etc.	• Routine and elective procedures for patients for all age groups. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Massage, Tattoo & Body Art, etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Gyms, Fitness Centers, Pubic Pools, Community Pools, Interactive Water Features (e.g., splash pad), etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Close Contact Sports	• Open at full capacity
Bars, Entertainment Venues, etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Community Events (health fairs, cook-offs, etc.	• Open at full capacity • Implement social distancing measures. •

Faith Based Institutions	• Open at full capacity. • Implement social distancing measures. • Wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Senior Facilities (Skilled Nursing, Assisted Living, Long-term Living, etc.)	• Follow all established CDPH guidelines for all types of senior facilities • Implement social distancing measures. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Educational Institutions, schools and organized youth activities (day camp, summer camp)	• Open • Implement social distancing measures. • Wear face covering if unable to continuously maintain 6 ft social distancing when in public.
All Employers	• Resume unrestricted staffing of worksites
All Residents	• Age 65+ and individuals with underlying conditions can resume public interactions, but should practice social distancing, minimize social settings where distancing may not be practiced. Wear face covering if unable to continuously maintain 6 ft social distancing when in public. Social gatherings should be in accordance with State guidance.

Conclusion

The threat of COVID-19 will be with us for the foreseeable future. There is a high probability that Tulare County will experience continued outbreaks that will force us to revert to earlier stages at some point during the reopening process. Now is the time to build capacity and create partnerships, across our county with employers, nonprofits, and community groups, to respond effectively to this challenge. This is also the time to provide clear guidance and an evidence-based framework for reopening our local economy.

Discussions with the state and federal government will continue with the purpose of redefining essential v. nonessential sectors. Instead of classifying businesses and industries as essential vs. non-essential, moving towards the terminology of “lower risk” vs “higher risk” operations may be more viable. This will allow all businesses to begin working on plans that focus on safety and are designed to lower the risk of COVID-19 transmission to their workers and customers. Examples of “low-risk” activities that are currently deemed non-essential: 1) Bookstores: could be lower risk if they limited the number of people that enter the store and took precautions to protect the clerks; Examples of “higher-risk” activities could include hair salons and tattoo shops where there is longer close personal contact.

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**AMENDED EMERGENCY ORDER FOR THE PREVENTION OF
NOVEL CORONAVIRUS (COVID-19) TRANSMISSION**

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of Emergency now exists in the State of California due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19; and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20, in conjunction with the ORDER OF THE STATE PUBLIC HEALTH ORDER dated the same day, ordering that all Californians shelter in place to preserve public health and safety ("Shelter in Place Order"); and

WHEREAS, the Shelter in Place Order has been successful in slowing the transmission and infection rate of COVID-19 in the State of California; and

WHEREAS, on March 19, 2020 the County Health Officer of the County of Tulare issued an EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES, GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR RECREATIONAL ACTIVITIES, which order was extended on April 8, 2020, and amended on May 5, 2020 (the "Emergency Order Amended May 5, 2020"); and

WHEREAS, on April 14, 2020, the State of California presented the Pandemic Roadmap, a four-stage plan for modifying the Shelter in Place Order, and defining the statewide current status under the plan as being at Stage 1; and

WHEREAS, on May 4, 2020, the State announced that entry into Stage 2 of the plan would begin on May 8, 2020 for all Counties, subject to certain conditions and certain guidance; and

WHEREAS, advancement within the Pandemic Roadmap by an individual County can be accomplished by meeting certain State-defined criteria and procedures; and

WHEREAS, the Pandemic Roadmap is designed to prevent the spread of COVID-19 in California while allowing parts of our state to safely reopen; and

WHEREAS, compliance with the State criteria, procedures, and guidance for the stages of the Pandemic Roadmap is mandatory in the incorporated and unincorporated areas of County of Tulare.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b),

and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. **The Emergency Order Amended May 5, 2020** is hereby terminated. Any previous Public Health Orders, other than the Emergency Declaration dated March 11, 2020, not previously terminated by the Emergency Order Amended May 5, 2020, are hereby terminated.
2. **The Shelter in Place Order**, the emergency orders of the State Public Health Director related to the COVID-19 pandemic, and the State's Pandemic Roadmap and guidance issued with respect to the roadmap, as they may be amended, modified, or supplemented from time-to-time by their makers, are hereby adopted as emergency orders of the County Health Officer of the County of Tulare and enforceable as such.
3. **Only** the activities and businesses authorized by the current stage of the State's Pandemic Roadmap shall be allowed. The current stage of the Pandemic Roadmap and current guidance related to the Pandemic Roadmap can be found at: <https://covid19.tularecounty.ca.gov/covid-19-updates-and-situation-in-tulare-county/>.
4. **Bars, wineries, breweries and pubs** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
5. **Restaurants** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
6. **Food Trucks** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
7. **Certified Farmers' Markets** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
8. **Gambling venues** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
10. **Gyms and health clubs** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
11. **All social gatherings**, including, but not limited to church services, meetings of service and social clubs, conferences, conventions, and the like, shall be postponed or cancelled until allowed under the current stage of the State's Pandemic Roadmap.
12. **Outdoor recreational activities** shall be permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or

with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California. These social distancing requirements shall remain in place as they relate to Outdoor Recreation Activities until abolished under the current stage of the State's Pandemic Roadmap.

13. For those businesses closed under the current stage of the State's Pandemic Roadmap, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided they follow all guidance from public health officials to reduce the spread of COVID-19, including social distancing and hand washing with soap and water for at least 20 seconds.
14. No County permits for special events shall be granted, all County permits for special events previously issued are revoked or postponed, and no temporary ABC licenses shall be authorized by the County until social gatherings are permitted under the current stage of the State's Pandemic Roadmap.
15. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.
16. This Order may be enforced pursuant to California law, including, but not limited to Government Code sections 26602, 41601, and 8665 to prevent the spread of Covid-19.
17. Each incorporated city within Tulare County is permitted to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction. Pursuant to California Government Code section 41601, the chiefs of the police departments of the Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville may enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.
18. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are permitted to enforce this Order within their respective jurisdictions.
19. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order may be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.
20. Pursuant to Tulare County Ordinance Code sections 4-01-1070 and 4-01-1315, violations of this Order may be considered a public nuisance.
21. Pursuant to Tulare County Ordinance Code sections 1-23-1000 and 1-23-1015 violations of this Order may be subject to an administrative fine or penalty.

22. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
23. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
24. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available at <https://covid19.tularecounty.ca.gov/>.
25. All open businesses, facilities, retail food, and other venues shall ensure social distancing of six feet per person between those who are not members of the same household, limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, increase cleaning and sanitizing frequency of all contact areas, encourage use of online ordering with curbside pickup or delivery options in lieu of indoor shopping, and remind employees of guidance from public health officials to reduce the spread of COVID-19, including washing their hands often with soap and water for at least 20 seconds and wearing appropriate face covering when necessary. Any business, facility, retail food, and other venue may create an individual policy restricting entry of patrons not wearing masks.

IT IS SO ORDERED.

Time: 8:00am
Date: May 18, 2020

Issued by: 

Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By 
Deputy County Counsel

Matter No. 2020217

Roadmap to Recovery

STAGE ONE

- Stay at Home Order
- Planning for Recovery

STAGE TWO (Low Risk Businesses)

- Curbside retail:
 - Bookstores
 - Jewelry stores
 - Clothing stores
 - Shoe stores
 - Home furnishing
 - Sporting goods
 - Florists
- Car washes
- Pet grooming
- Landscape gardening
- Shopping malls
- Dine-in restaurants
- Schools
- Office-based businesses
- Childcare facilities
- Outdoor museums and open gallery spaces
- Outdoor recreational activities
 - Parks
 - Trails
 - Golf Courses
 - Lakes

STAGE THREE (High Risk Businesses)

- Personal services such as: nail salons, tattoo parlors, gyms and fitness studios
- Bars and lounges
- Indoor museums, gallery spaces, zoos, and libraries
- Community centers, public pools, playgrounds, and picnic areas
- Religious services and cultural ceremonies
- Hotels/lodging for leisure and tourism

STAGE FOUR (End of Stay at Home Order)

LATER

- Entertainment venues
- Large conventions
- Sporting and spectator events
- Concerts
- Convention Centers

For more information please visit
covid19.tularecounty.ca.gov and
covid19.ca.gov



HHSA
www.tchhsa.org
May 20, 2020



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM
Governor

June 18, 2020

GUIDANCE FOR THE USE OF FACE COVERINGS

Because of our collective actions, California has limited the spread of COVID-19 and associated hospitalizations and deaths in our state. Still, the risk for COVID-19 remains and the increasing number of Californians who are leaving their homes for work and other needs, increases the risk for COVID-19 exposure and infection.

Over the last four months, we have learned a lot about COVID-19 transmission, most notably that people who are infected but are asymptomatic or pre-symptomatic play an important part in community spread. The use of face coverings by everyone can limit the release of infected droplets when talking, coughing, and/or sneezing, as well as reinforce physical distancing.

This document updates existing [CDPH guidance](#) for the use of cloth face coverings by the general public when outside the home. It mandates that face coverings be worn state-wide in the circumstances and with the exceptions outlined below. It does not substitute for existing guidance about social distancing and handwashing.

Guidance

People in California must wear face coverings when they are in the high-risk situations listed below:

- Inside of, or in line to enter, any indoor public space;¹
- Obtaining services from the healthcare sector in settings including, but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank;²
- Waiting for or riding on public transportation or paratransit or while in a taxi, private car service, or ride-sharing vehicle;
- Engaged in work, whether at the workplace or performing work off-site, when:
 - Interacting in-person with any member of the public;
 - Working in any space visited by members of the public, regardless of whether anyone from the public is present at the time;

¹ Unless exempted by state guidelines for specific public settings (e.g., school or childcare center)

² Unless directed otherwise by an employee or healthcare provider



- Working in any space where food is prepared or packaged for sale or distribution to others;
- Working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
- In any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance.
- Driving or operating any public transportation or paratransit vehicle, taxi, or private car service or ride-sharing vehicle when passengers are present. When no passengers are present, face coverings are strongly recommended.
- While outdoors in public spaces when maintaining a physical distance of 6 feet from persons who are not members of the same household or residence is not feasible.

The following individuals are exempt from wearing a face covering:

- Persons age two years or under. These very young children must not wear a face covering because of the risk of suffocation.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance.
- Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.
- Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service.
- Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided that they are able to maintain a distance of at least six feet away from persons who are not members of the same household or residence.
- Persons who are engaged in outdoor work or recreation such as swimming, walking, hiking, bicycling, or running, when alone or with household members, and when they are able to maintain a distance of at least six feet from others.

- Persons who are incarcerated. Prisons and jails, as part of their mitigation plans, will have specific guidance on the wearing of face coverings or masks for both inmates and staff.

Note: Persons exempted from wearing a face covering due to a medical condition who are employed in a job involving regular contact with others should wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.

Background

What is a cloth face covering?

A cloth face covering is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made or sewn by hand or can be improvised from household items such as scarfs, T-shirts, sweatshirts, or towels.

How well do cloth face coverings work to prevent spread of COVID-19?

There is scientific evidence to suggest that use of cloth face coverings by the public during a pandemic could help reduce disease transmission. Their primary role is to reduce the release of infectious particles into the air when someone speaks, coughs, or sneezes, including someone who has COVID-19 but feels well. Cloth face coverings are not a substitute for physical distancing, washing hands, and staying home when ill, but they may be helpful when combined with these primary interventions.

When should I wear a cloth face covering?

You should wear face coverings when in public places, particularly when those locations are indoors or in other areas where physical distancing is not possible

How should I care for a cloth face covering?

It's a good idea to wash your cloth face covering frequently, ideally after each use, or at least daily. Have a bag or bin to keep cloth face coverings in until they can be laundered with detergent and hot water and dried on a hot cycle. If you must re-wear your cloth face covering before washing, wash your hands immediately after putting it back on and avoid touching your face. Discard cloth face coverings that:

- No longer cover the nose and mouth
- Have stretched out or damaged ties or straps
- Cannot stay on the face
- Have holes or tears in the fabric

ORDINANCE NO. 1874

**AN URGENCY ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF PORTERVILLE REQUIRING THE USE OF
FACE COVERINGS IN CONFORMITY WITH THE REQUIREMENTS SET
BY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease which the Centers for Disease Control and Prevention (CDC) considers to be a very serious public health threat with outcomes ranging from mild to severe sickness and death;

WHEREAS, COVID-19 has been found to be easily transmissible from person to person;

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services declared a public emergency for COVID-19 beginning on January 27, 2020;

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the State;

WHEREAS, on March 21, 2020, Tulare County declared an emergency, thus enabling the County to take extraordinary measures;

WHEREAS, on March 17, 2020, due the actions of the Federal and State Governments, and due to the presence of confirmed cases in Tulare County and the Porterville area, the Porterville City Council adopted Resolution No. 22-2020, a Resolution of the City Council of the City of Porterville to Proclaim the Existence of a Local Emergency;

WHEREAS, on June 18, 2020, the California Department of Public Health issued Guidance for the Use of Face Coverings, which mandates that face coverings be worn state-wide in certain settings and circumstances;

WHEREAS, as of July 7, 2020, Tulare County remains on the State of California Covid-19 “watch list,” due to continuing spread of the disease in the County, including in the Porterville area;

WHEREAS, on July 7, 2020, the Porterville City Council ordered that the face covering requirements of the State be enforced within the City via the City’s administrative citation regulations and through aggressive education efforts, and directed that an urgency ordinance be prepared consistent with the order;

WHEREAS, the City of Porterville is authorized to enforce the state-wide order concerning Face Coverings pursuant to the California Constitution, Porterville City Charter Section 4, and applicable State laws and City regulations; and

WHEREAS, substantial scientific evidence shows that when combined with physical distancing and other health and safety practices such as hand washing and the regular disinfection of surfaces, wearing Face Coverings will assist in allowing additional business and other activities

to be resumed in the safest way possible, and will help protect Porterville's community members and in particular those that are most vulnerable due to age or health conditions;

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

Section 1. The provisions of this urgency ordinance are necessary for the immediate preservation of the health and safety of the public; will help protect all community members who live, work and are present in the City of Porterville; and will assist in state-wide efforts to mitigate the spread of Covid-19.

Section 2. Individuals, while in the City of Porterville, are required to comply with all guidance within the California Department of Public Health's "Guidance for the Use of Face Coverings," (hereinafter "Face Covering Requirements") as currently set forth and as may be further revised by the State of California. A copy of the Face Covering Requirements, released June 18, 2020, and revised on June 29, 2020, is attached hereto as Exhibit "A."

Section 3. Businesses operating in the City of Porterville are required to comply with all applicable Industry Guidance issued by the California Department of Public Health, which incorporate the Face Covering Requirements.

Section 4. The City is authorized to utilize education efforts in any effort to gain cooperation and compliance with the Face Covering Requirements;

Section 5. City staff is further authorized to engage in code enforcement efforts to remedy violations of the Face Covering Requirements. Violations of these requirements are punishable as permitted by State law. Furthermore, the City is hereby authorized to enforce violations of the requirements pursuant to its Administrative Citation regulations set forth in Chapter 2, Article 14, Sections 2-141 through 2-155 of the Porterville Municipal Code.

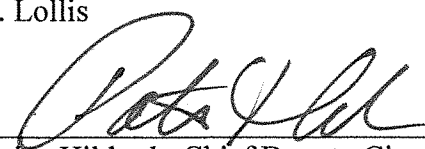
Section 6. This Ordinance is exempt from the requirements of CEQA pursuant to California Public Resources Code Section 21080(b) (4).

Section 7. This Ordinance shall take effect immediately upon adoption by at least a 4/5 vote of the all members of the Porterville City Council, pursuant to Section 13 of the Porterville City Charter.

THE FOREGOING ORDINANCE was approved by the City Council of the City of Porterville, State of California, on July 21, 2020 at a regular meeting of said Council duly and regularly convened.


Martha A. Flores, Mayor

ATTEST:
John D. Lollis

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

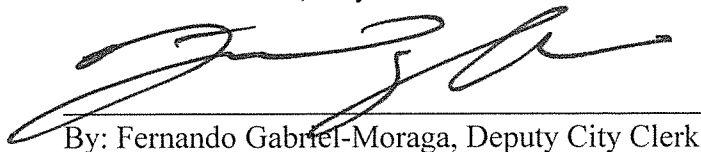
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Urgency Ordinance No. 1874, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 21st day of July, 2020, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to be in full force and effect immediately upon adoption.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

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

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Deputy City Clerk



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

Released June 18, 2020

- Revised on June 29, 2020 to clarify that children under two years old are exempt from wearing face coverings due to risk of suffocation

GUIDANCE FOR THE USE OF FACE COVERINGS

Because of our collective actions, California has limited the spread of COVID-19 and associated hospitalizations and deaths in our state. Still, the risk for COVID-19 remains and the increasing number of Californians who are leaving their homes for work and other needs, increases the risk for COVID-19 exposure and infection.

Over the last four months, we have learned a lot about COVID-19 transmission, most notably that people who are infected but are asymptomatic or pre-symptomatic play an important part in community spread. The use of face coverings by everyone can limit the release of infected droplets when talking, coughing, and/or sneezing, as well as reinforce physical distancing.

This document updates existing CDPH guidance for the use of cloth face coverings by the general public when outside the home. It mandates that face coverings be worn state-wide in the circumstances and with the exceptions outlined below. It does not substitute for existing guidance about social distancing and handwashing.

Guidance

People in California must wear face coverings when they are in the high-risk situations listed below:

- Inside of, or in line to enter, any indoor public space;¹
- Obtaining services from the healthcare sector in settings including, but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank;²
- Waiting for or riding on public transportation or paratransit or while in a taxi, private car service, or ride-sharing vehicle;
- Engaged in work, whether at the workplace or performing work off-site, when:
 - Interacting in-person with any member of the public;
 - Working in any space visited by members of the public, regardless of whether anyone from the public is present at the time;

¹ Unless exempted by state guidelines for specific public settings

² Unless directed otherwise by an employee or healthcare provider



- Working in any space where food is prepared or packaged for sale or distribution to others;
- Working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
- In any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance.
- Driving or operating any public transportation or paratransit vehicle, taxi, or private car service or ride-sharing vehicle when passengers are present. When no passengers are present, face coverings are strongly recommended.
- While outdoors in public spaces when maintaining a physical distance of 6 feet from persons who are not members of the same household or residence is not feasible.

The following individuals are exempt from wearing a face covering:

- Persons younger than two years old. These very young children must not wear a face covering because of the risk of suffocation.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance.
- Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.
- Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service.
- Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided that they are able to maintain a distance of at least six feet away from persons who are not members of the same household or residence.
- Persons who are engaged in outdoor work or recreation such as swimming, walking, hiking, bicycling, or running, when alone or with household members, and when they are able to maintain a distance of at least six feet from others.

- Persons who are incarcerated. Prisons and jails, as part of their mitigation plans, will have specific guidance on the wearing of face coverings or masks for both inmates and staff.

Note: Persons exempted from wearing a face covering due to a medical condition who are employed in a job involving regular contact with others should wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.

Background

What is a cloth face covering?

A cloth face covering is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made or sewn by hand or can be improvised from household items such as scarfs, T-shirts, sweatshirts, or towels.

How well do cloth face coverings work to prevent spread of COVID-19?

There is scientific evidence to suggest that use of cloth face coverings by the public during a pandemic could help reduce disease transmission. Their primary role is to reduce the release of infectious particles into the air when someone speaks, coughs, or sneezes, including someone who has COVID-19 but feels well. Cloth face coverings are not a substitute for physical distancing, washing hands, and staying home when ill, but they may be helpful when combined with these primary interventions.

When should I wear a cloth face covering?

You should wear face coverings when in public places, particularly when those locations are indoors or in other areas where physical distancing is not possible

How should I care for a cloth face covering?

It's a good idea to wash your cloth face covering frequently, ideally after each use, or at least daily. Have a bag or bin to keep cloth face coverings in until they can be laundered with detergent and hot water and dried on a hot cycle. If you must re-wear your cloth face covering before washing, wash your hands immediately after putting it back on and avoid touching your face. Discard cloth face coverings that:

- No longer cover the nose and mouth
- Have stretched out or damaged ties or straps
- Cannot stay on the face
- Have holes or tears in the fabric

City of Porterville

Guidelines for Expanded Outdoor Dining During Covid-19



Preface

The City of Porterville has developed these guidelines for outdoor dining to assist our restaurant businesses in providing expanded seating capacity in the public right-of-way and on private spaces for in-person restaurant dining as allowed for by the State of California and Tulare County COVID-19 Health Orders (Health Orders). These guidelines are temporary in nature and will only be in place during this time of restricted restaurant operations or up until January 31, 2021, *whichever occurs earlier*.

The City of Porterville will be allowing restaurants to utilize sidewalks, public parking spaces, and/or in parking spaces in privately owned shopping centers, for the purposes of providing outdoor dining areas. Specific restrictions and guidelines for each of these locations are outlined in this guidebook.

State of California

Effective as of June 6, 2020, the State of California is permitting outdoor dining. General requirements include, but are not limited to:

- The establishment a written, workplace-specific COVID-19 prevention plan. State of California COVID-19 Industry Guidelines for Dine-In Restaurants can be currently found at <https://files.covid19.ca.gov/pdf/guidance-outdoor-restaurants--en.pdf>. Facilities that open for outdoor dining must offer curbside pickup, takeaway, and/or delivery service alternatives. Lines for pickup or takeaway must be in a separate area from the outdoor dining area to prohibit patrons from unnecessarily accessing the outdoor dining area.
- *Pursuant to State licensing*, alcohol may be sold to patrons in conjunction with a meal, but it may not be sold independently, and bar areas must remain closed to customers.
- Patrons are required to wear a face covering except when sitting at a table.

Temporary Outdoor Restaurant Dining Permit

The City has developed a no-fee streamlined encroachment permit application for temporary outdoor dining. The intent of this permit is to be temporary in nature and to be in place only during the Health Orders restrictions on restaurant operations or up until January 31, 2021, *whichever occurs earlier*.

The following documents are required in order to process a permit for outdoor seating in the City of Porterville:

- Temporary Outdoor Restaurant Dining Permit Application
- Certificate of Liability Insurance and Endorsements
- Site Plan diagram of proposed outdoor dining lay-out

The Temporary Outdoor Restaurant Dining Permit application is available on the City's website (<https://www.ci.porterville.ca.us>).

General Guidelines for all Outdoor Dining Areas

The following general guidelines apply to all areas:

- **Adequate Clearance for Social Distancing.** Any outdoor table and seating must maintain a minimum sidewalk clearance and/or pedestrian through zone of 6-feet from any physical obstruction to allow pedestrians to maintain adequate social distancing when passing by patrons seated at a table. The physical obstruction includes light poles, fire hydrants, trees, or other barriers and entryways or display window of adjacent businesses, unless authorized by the adjacent business.
- **Seating Area Allowance for Social Distancing.** The seating provided shall allow for patrons to maintain a minimum 6-foot social distance from the nearest group of other patrons seated in the same area.
- In addition to the cleaning and sanitary measures, tables must be arranged to ensure that no customer is sitting within six feet of any other customer at a separate table.
- Patrons at a single table are limited to no more than six, and they must be from the same household or living unit.
- **ADA Compliance.** Outdoor seating areas must comply with all requirements of the California Building Code, Americans with Disabilities Act (ADA), and provide sufficient clearance and walkway space to allow safe access and egress. Restaurants must ensure that a minimum 3-foot ADA path of travel is maintained throughout the areas for patrons to access tables provided.
- **Temporary Fixtures.** Tables, seating, umbrellas, heating lamps, planters, platforms or flooring shall achieve California Building Code and ADA compliance, and any approved physical barriers to mark the seating area are the only items permitted in the public right-of-way. These items must be designed to be weighted down for wind protection, removable, and minimize tripping hazards.
- **Alcohol Service.** Restaurants and food establishments licensed by the State of California will be permitted to sell and allow on-premise consumption of alcoholic beverages. Alcohol service is only allowed under full-service conditions and alcoholic beverages consumed in the outdoor dining premises are not allowed to be provided in to-go containers. Establishments that serve alcoholic beverages in the outdoor dining area shall be required to meet all requirements of the Alcoholic Beverage Control Board and any other federal, state, or local laws and regulations governing the sale and consumption of alcoholic beverages. Visit the ABC website for their specific COVID-19 regulatory updates.
- **No Outdoor Food Preparation.** Outdoor food preparation is not permitted. No heating, cooking or open flames are permitted in the outdoor dining space or public rights-of-way.
- **Amplification of noise.** Amplification of music or other sounds is generally prohibited for these temporary uses, and for any proposed use of amplified music or an intercom system, if allowed an amplification permit will be required. The application may be found at the following location: <http://www.ci.porterville.ca.us/depts/ParksandLeisure/documents/OutsideAmplifierPermit.pdf>

Music volume must be adjusted so that workers can maintain social distance from customers to hear orders.

- **Site Maintenance.** Outdoor seating areas shall be maintained free of litter, refuse and debris. The area shall be scrubbed and mopped to remove any food or drink stains on a daily basis by the permittee. Such cleaning shall be in accordance with the City's Storm Water Management and Discharge Control Program, which prohibits any discharge other than storm water into the storm water drainage system.

- **Tents or Shade Structures.** Umbrellas and other decorative material shall be fire-retardant, pressure-treated or manufactured of fire-resistant material. No portion of an umbrella shall be less than six (6) feet, eight (8) inches (eighty (80) inches) above the sidewalk. Tents or any structures shall be installed in an *approved* manner that is inspected by both the Fire Department and the Building Division prior to being occupied. The use of tents or shade structures in excess of 400 square feet will require coordination with and approval from the Porterville Fire Department. To request more information contact (559) 782-7526.
- **Space Heaters.** Space heaters are permitted if they are an outdoor approved type, are located in accordance with the manufacturer's recommendations and California Fire Code, and are located at least two (2) feet from the edge of any umbrella canvas, any foliage, or any other flammable object or material. Use will require coordination with and approval from the Porterville Fire Department. To request more information contact (559) 782-7526.
- **Hours of Operation.** The outdoor dining areas shall adhere to the same approved hours of operation as the existing restaurant
- **Lighting.** Temporary outdoor lighting in compliance with the Porterville Development Ordinance is allowed. Lighting shall be turned off whenever the restaurant is closed and/or the outdoor dining area is not in use.
- **Removal of Items.** All items installed to support outdoor dining shall be temporary in nature and removed at such the time the City so orders. Upon removal of these items, the site shall be restored to its previous condition within 48 hours.
- **Restrooms.** Restaurant patrons shall have access to the restroom(s) affiliated with the subject restaurant.

Sidewalk Dining Areas

Sidewalk dining involves the placement of tables and chairs in the public sidewalk area. Businesses may request the closure of sidewalk immediately adjacent to the restaurant with Temporary Outdoor Restaurant Dining Permit. Furthermore, Businesses may request the closure of on-street public parking spots directly adjacent to the business frontage, for use as a buffer or extended entrance area (no dining in on-street parking spots is permitted).

The following specific conditions apply to these areas:

Restaurants using these areas will need to provide their own furniture for use of by the patrons and will be responsible for securing their furniture when not in use.

Restaurants that are providing alcohol service must meet all requirements of the Alcoholic Beverage Control Board and any other federal, state, or local laws and regulations governing the sale and consumption of alcoholic beverages.

- **Signage** – when sidewalk and/or on-street parking closure is requested, the applicant shall provide detour signage to ensure pedestrians are made aware of alternative routes.
- The applicant shall notify all residents and businesses that will be affected by the sidewalk or on-street parking closure.
- **Barricades** - All parking stalls adjacent to the sidewalk dining areas shall be closed and have barricades as provided by the City of Porterville.

Public Parking Dining Areas

The City is providing the opportunity to restaurants in the Downtown District to request outdoor dining in portions of the public parking lots located near restaurants.

The following specific conditions apply to these areas:

- Restaurants using these areas will need to provide their own furniture for use by the patrons and will be responsible for securing their furniture when not in use.
- Barricades must be used to protect patrons from vehicular traffic and shall be provided by the City of Porterville.
- Restaurants that are providing alcohol service must meet all requirements of the Alcoholic Beverage Control Board and any other federal, state, or local laws and regulations governing the sale and consumption of alcoholic beverages.

Private Parking Lot Dining Areas

Private parking lot areas refer to shopping centers, strip malls, and stand-alone commercial properties that have their own designated parking areas. The City of Porterville is temporarily suspending requirements restricting the provision of outdoor dining, minimum parking standards as codified in Municipal Code **, and planning application conditions of approval related to parking and outdoor dining with an approved Temporary Outdoor Restaurant Dining Permit. Suspending these requirements will temporarily allow restaurants to provide outdoor dining in their respective private parking lots. Arrangements for outdoor dining must be worked out with and agreed to by the property owner for each location. The City shall not be a party to discussions or arrangements concerning the leasing or use of outdoor space on private property.

The following specific conditions apply to these areas:

- Restaurants must have the written permission of the property owner in order to use the parking space areas.
- The parking lots must still comply with all California Building Code and ADA standards, including ADA paths of travel and adequate provision of handicapped parking spaces pursuant to California Building Code Section 11B.
- Restaurants that are providing alcohol service must meet all requirements of the Alcoholic Beverage Control Board and any other federal, state, or local laws and regulations governing the sale and consumption of alcoholic beverages.
- Access to fire hydrants, fire hose connections for sprinkler systems, and entrances and exits of all buildings shall not be obstructed at any time by barriers or seating. The twenty (20) feet fire lane shall not be obstructed at any time. There shall be a minimum of forty (40) inches in distance separating the edge of a table or chair to a fire department connection.
- Consideration should be given to maintaining adequate parking supply on-site to prevent spillover parking in adjacent residential areas
- Seating areas shall occupy a specifically approved and defined location that does not disrupt the normal function of the site or its circulation. The area shall be located outside of any fire lane or fire access way.

For More Information:

For Questions or additional information regarding these Outdoor Dining Guidelines or the Temporary Outdoor Restaurant Dining Encroachment Permit application, please contact:

Jason Ridenour, Economic Development and Housing Manager

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)

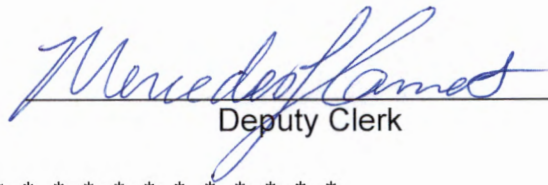
UPON MOTION OF SUPERVISOR TOWNSEND, SECONDED BY SUPERVISOR
SHUKLIAN, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS,
AT AN OFFICIAL MEETING HELD OCTOBER 6, 2020, BY THE FOLLOWING VOTE:

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

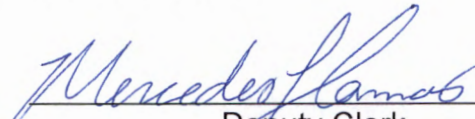
UPON MOTION OF SUPERVISOR TOWNSEND, SECONDED BY SUPERVISOR SHUKLIAN, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD OCTOBER 6, 2020, BY THE FOLLOWING VOTE:

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



State of California—Health and Human
Services Agency
**California Department of
Public Health**



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

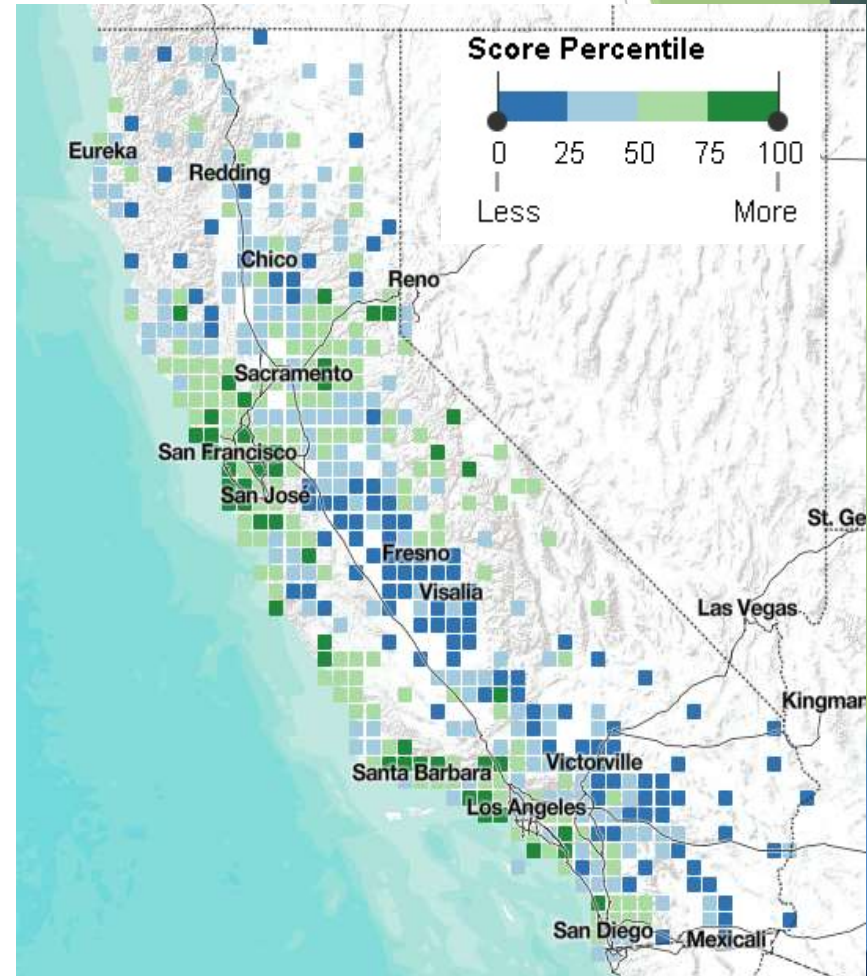
[5] See Harvard Health Preventing the spread of the coronavirus Social distancing, hand washing, and other preventive measures

California Department of Public Health
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Department Website (cdph.ca.gov)



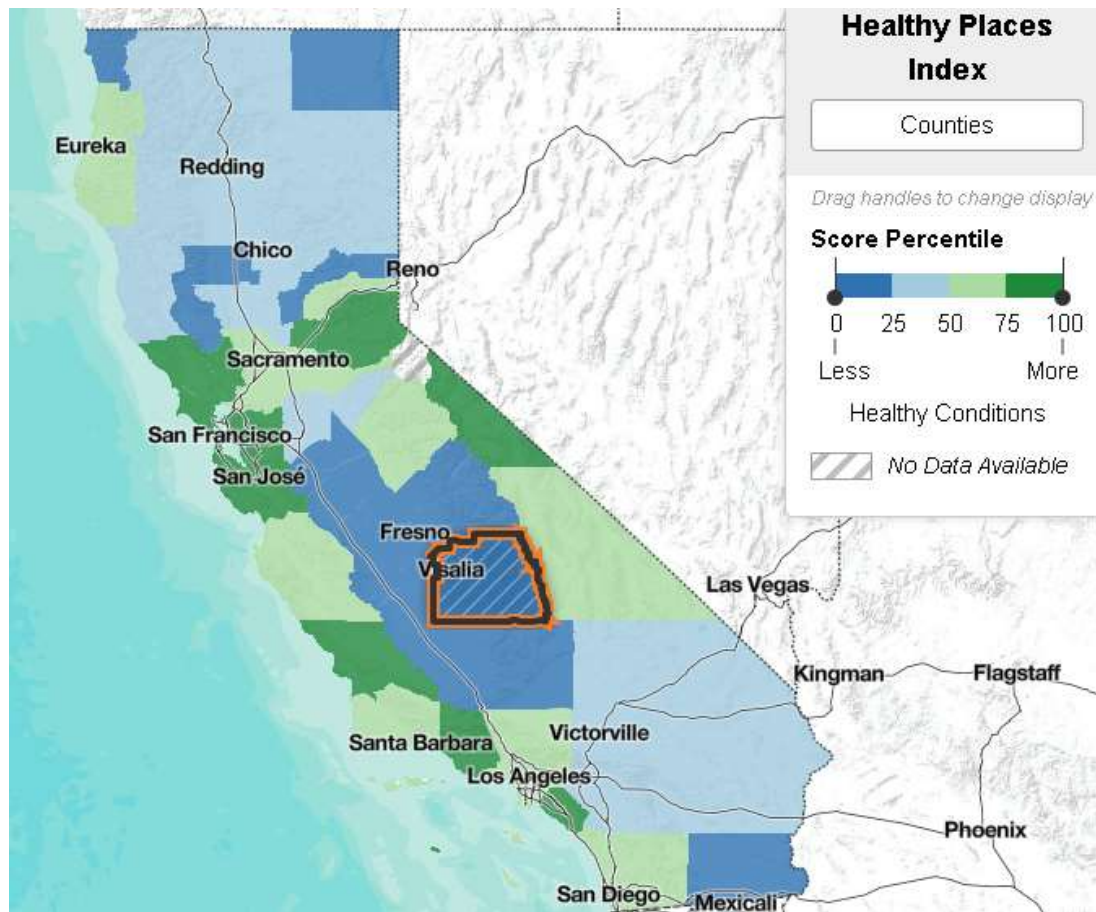
Healthy Places Index

- ▶ 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



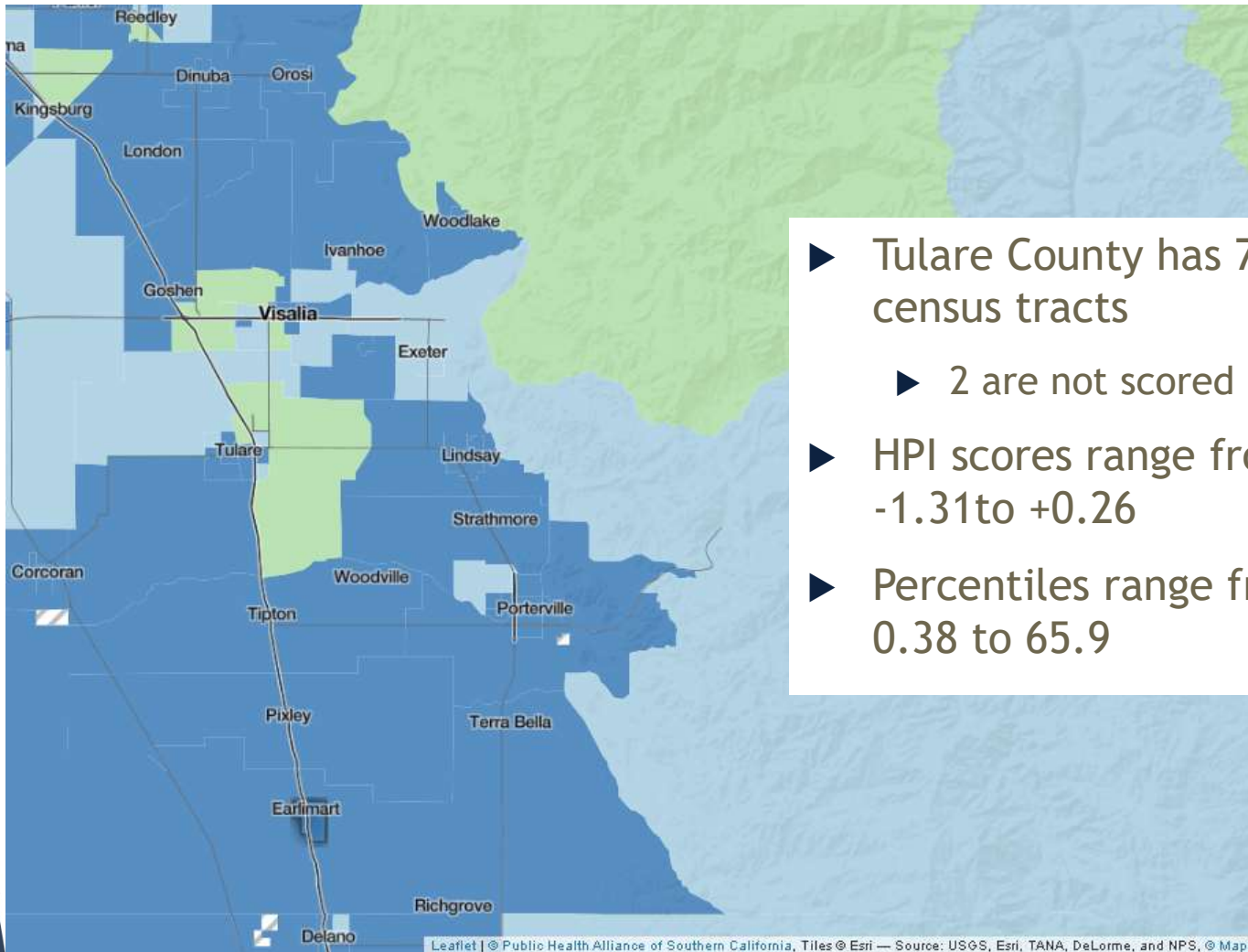
URL: <https://map.healthyplacesindex.org/>

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.

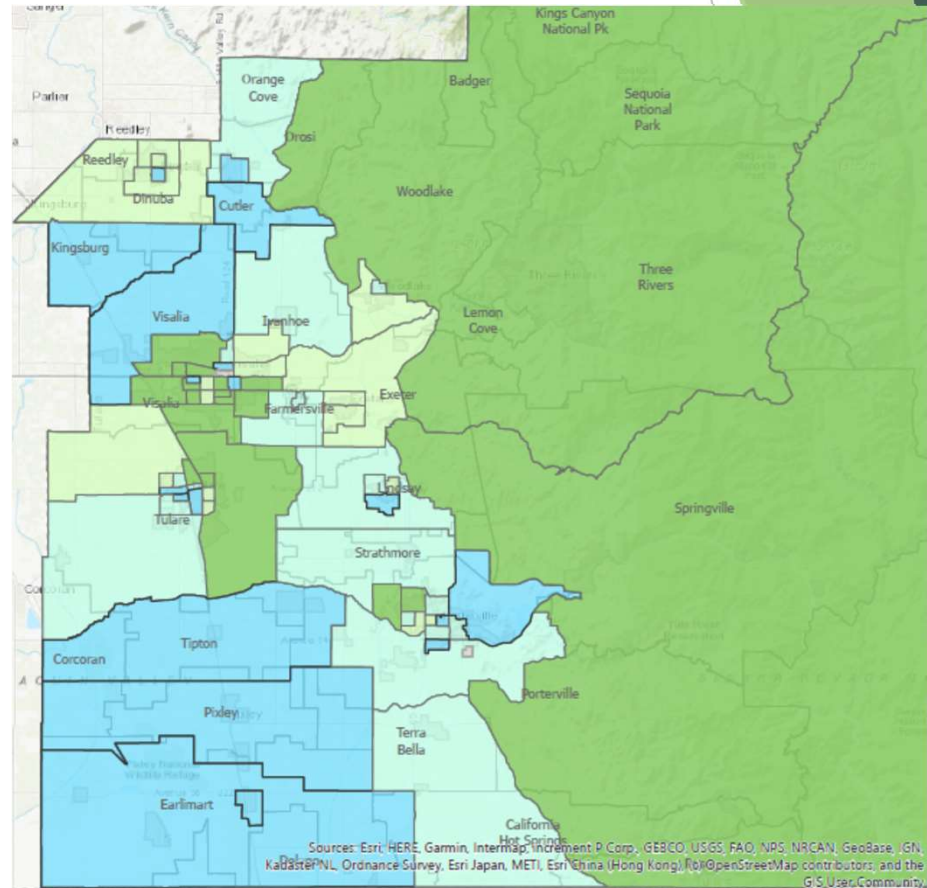
Tulare County Census Tracts - HPI Ranking is Statewide



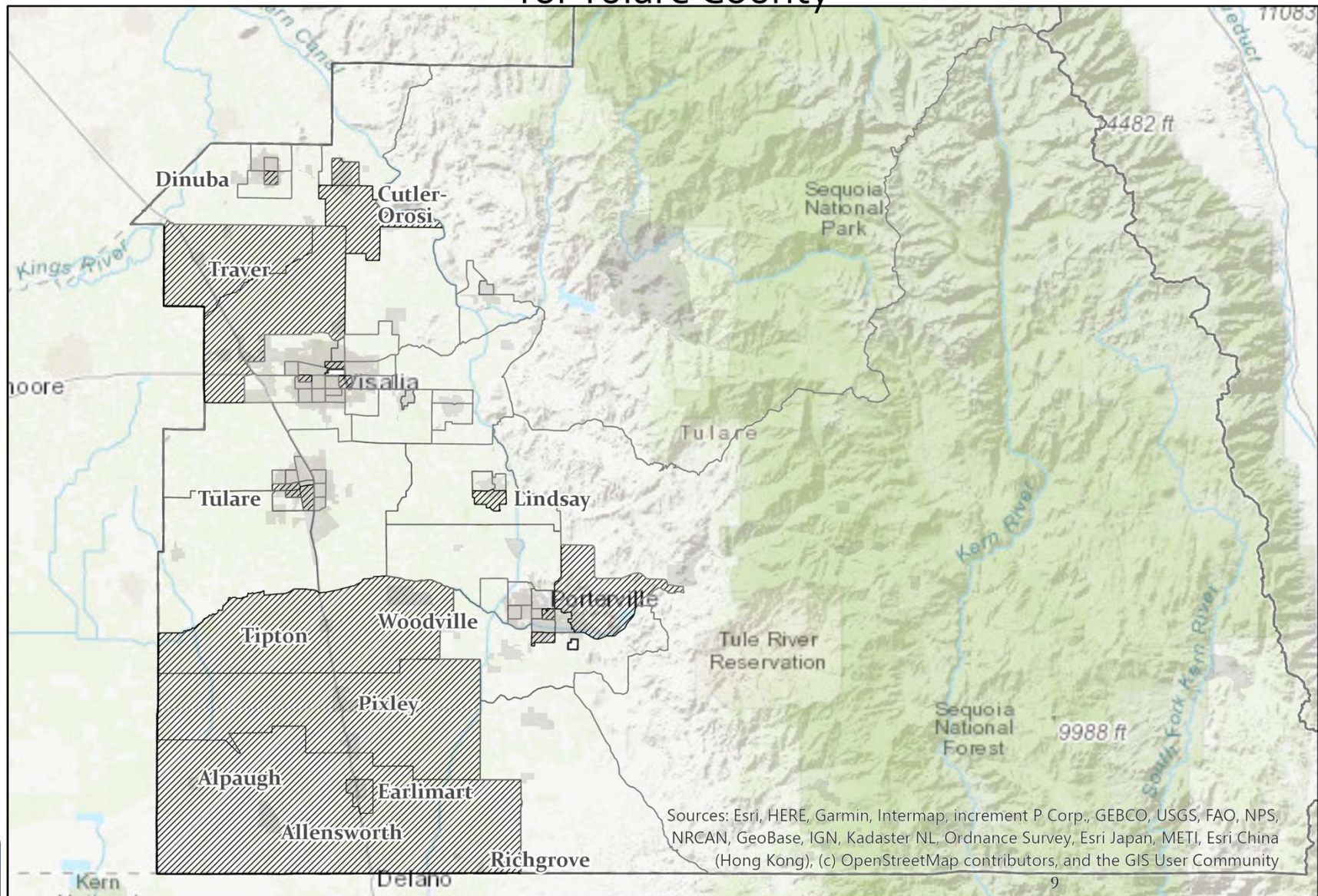
- ▶ Tulare County has 78 census tracts
 - ▶ 2 are not scored
- ▶ HPI scores range from -1.31 to +0.26
- ▶ Percentiles range from 0.38 to 65.9

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



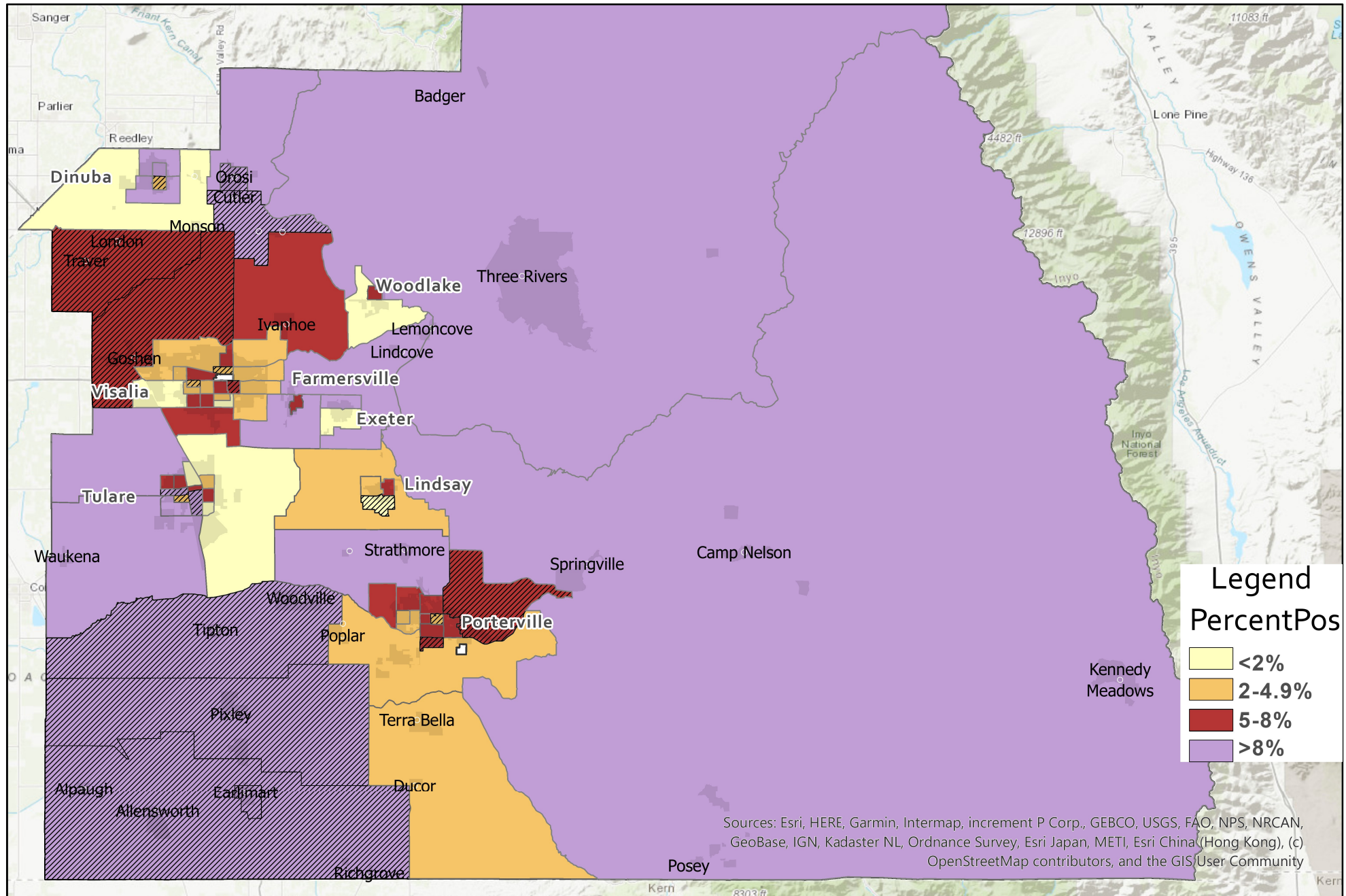
Health Equity Blueprint Metric

- ▶ 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%

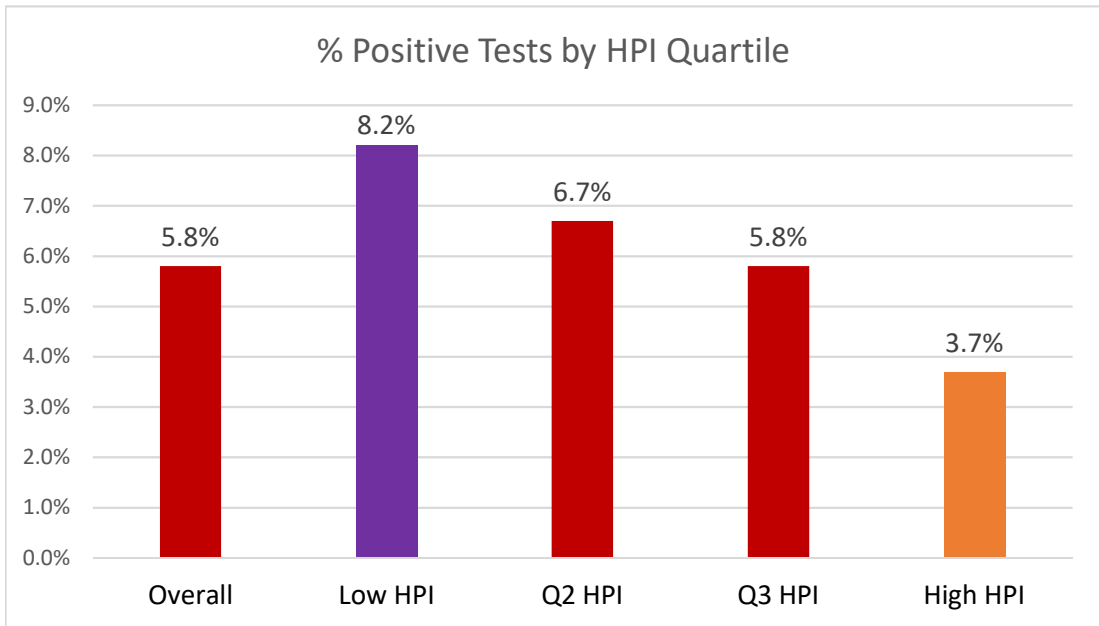
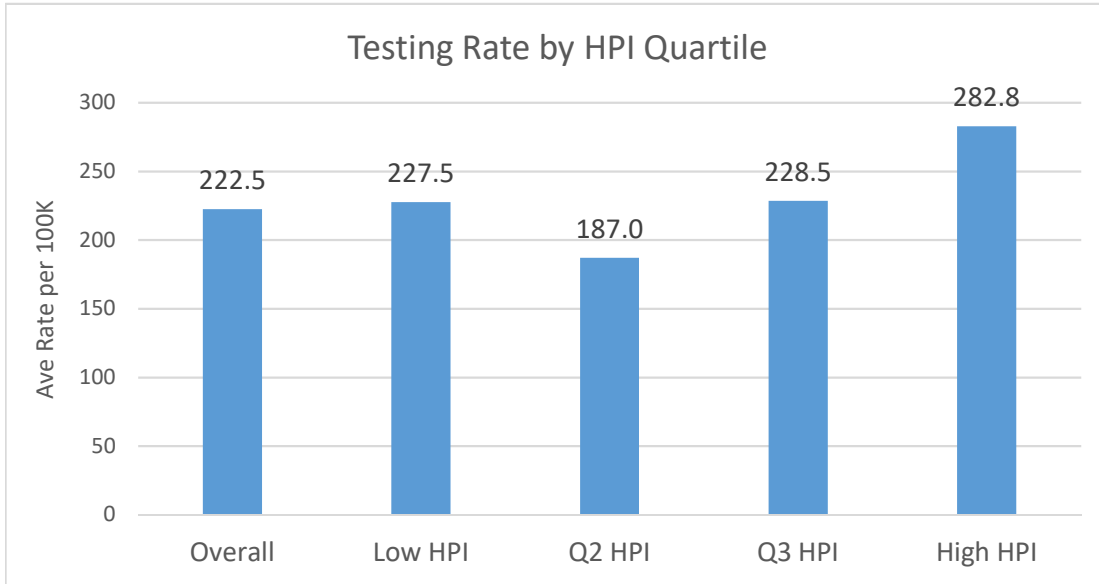
Note that for small areas such as individual census tracts, data shifts from week to week.

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 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

accine. This
improve.

Overview of the Emergency Rental Assistance Program

Background

On December 27, 2020 the federal Consolidated Appropriations Act 2021 was signed into law and \$25 billion was allocated to the United States Treasury (UST) for the Emergency Rental Assistance Program (ERAP) to assist households that are unable to pay rent or utilities due to the COVID-10 pandemic. California received \$2.6 of the federal ERAP funds. To implement these rental assistance resources, the state of CA worked with state legislation to develop a programmatic framework to ease administration burden and deploy these resources to those most in need.

On January 28th, the Legislature approved SB 91. This bill extended the eviction protections and created a mechanism to deploy the \$2.6 billion in ERAP resources to assist struggling tenants and landlords impacted by COVID-19. The bill allocated \$1.5 billion to the state and \$1.1 billion directly to local governments with populations with more than 200,000. The bill establishes the criteria and prioritization for use of the state-administered rental assistance funding from the federal bill.

Local governments with populations of 200,000 and greater that received a direct allocation of funding for rental assistance from the federal government could also qualify for block grant funding from the state's \$1.5 billion share. Counties were given the option to take the funds and administer their own program or to participate in the state-administered program. Tulare County has opted to participate in the state administered program. The state administered program will be managed centrally by the Local Initiatives Support Corporation (LISC).

Under state statute the rental assistance program is to be implemented by March 15, 2021. Ninety percent of the funding is to be directed towards financial assistance and ten percent for administration of the program.

Program Requirements

While not a full comprehensive list, the key program requirements include the following:

- For those landlords who agree to participate, funding will be available to pay up to 80 percent of an eligible household's unpaid rent accumulated from April 2020 through March 2021, provided that the landlord agrees to forgive the remaining 20 percent.
- In cases where the landlord chooses not to participate, tenants can apply for assistance for rental arrears, but are be limited to compensation of 25% of the eligible household's unpaid rent accumulated from April 2020 through March 2021 which will be paid to the landlord. The program also allows for prospective payments of 25% of the monthly rent for the months of April, May, and June 2021.
- Funds are to be administered in a least three rounds to eligible households. Prioritizing: (1) those households under 50% of the area median income (AMI) or unemployed for 90 days; (2) Below 80% AMI and in communities disproportionately affected by COVID-19 (as determined by the Department of Housing and Community Development); (3) Below 80% AMI not included in round 1 and 2.
- The top priority for the use of assistance funding would be rental arrears; followed by prospective rent payments, utility payments (both arrears and prospective payments)

LISC and Local Partnership

Given the rapid implementation timeframes, the one-time nature of these funds, among other considerations, the State believed that a central administrative structure would be most effective in deploying these resources in an effective and compliant manner. They contracted with LISC to administering the Emergency Rental Assistance Program (ERAP). LISC will be responsible in providing the following support and oversight:

- State outreach and education campaign with adaptability for local messaging.
- Standardized, federally consistent application and eligibility criteria, accessible to both landlords and tenants.
- Contracted solution with a state-wide network, including rural areas.
- Robust, multi-lingual client support and technical assistance.
- Processing of Applications (input, review, verification, fraud control, notifications to tenant and landlord, verification of accounts, disbursement of payment, reporting per state and federal government requirements, downstream audit management).
- Central privacy protections and fraud control.
- Management of duplication of benefits in accordance with the Consolidated Appropriations Act, 2021.
- Application portal to begin receiving applications from landlords and tenants.

LISC is seeking nonprofit and community-based organizations with capacity to provide local on-the-ground support to residents to help them access rental assistance. LISC will work with local partners and organizations within Tulare County to ensure all potential applicants know about the ERAP and receive the needed program assistance.

There are three tiers of partnership: Tier 1-Promotion, Tier 2-Outreach, and Tier 3-Technical Assistance. Local partners who want to partner with LISC will need to submit an application. Partner requirements include:

- Registered non-profits and quasi-government entities providing services to residents in communities served by this program
- Must have an EIN
- Must have a DUNS number
- Must be active on the CA Secretary of State website
- Must be registered on SAM website
- If applicable, non-profits must have actively filed 990 Forms

Organizations that do not have the above information are not eligible for Tier 2 and Tier 3 partnership but may still apply under the Tier 1 program. All applicants will be considered based on capacity to successfully reach their proposed community. Tier 2 and 3 will also be evaluated based on ability to successfully administer federal funds. First round of applications were due Monday, February 22. However, ongoing applications can still be submitted after the 22nd and will be reviewed on an ongoing basis throughout the program. To apply go to <https://lisc.tfaforms.net/308>

Eviction Protections

- SB 91 extends the states current eviction moratorium for tenants unable to pay rent due to COVID related financial hardships, as established under AB 3088, by five months, from January 31, 2021 through June 30, 2021.
- Tenants must continue to pay 25% of their rental obligations, as required under AB 3088, through June 30, 2021. During this time as tenants continue to pay at least 25% of their rent, then they are protected from eviction for any unpaid rent that has accumulated through June 30 and it can never be used as the basis for eviction. The 25% may be paid monthly or as a lump sum by June 30, 2021.



State of California—Health and Human
Services Agency
**California Department of
Public Health**



February 19, 2021

TO: All Californians

SUBJECT: Outdoor and Indoor Youth and Recreational Adult Sports

Note: The following guidance takes effect on February 26, 2021. See the current guidance in effect until then.

Summary

COVID-19 continues to pose a severe risk to communities and requires all people in California to follow recommended precautions. This guidance provides direction on outdoor and indoor youth and recreational adult sports activities to support a safe environment for these sports. The guidance applies to all **organized** youth sports and recreation— including school- and community-sponsored programs, and privately-organized clubs and leagues — and adult recreational sports (hereafter youth and adult sports). This guidance does not apply to collegiate or professional sports. Additionally, this guidance does not apply to community events, such as marathons, half-marathons, and endurance races.

Inter-team competitions (i.e., between two teams) resumed in California beginning January 25, 2021. **The guidelines outlined in this document shall take effect on February 26, 2021.**

The status of return-to-competition is subject to change at any time given the level of COVID-19 transmission in California.

Sports Risk Profiles

In general, the more people from outside their household with whom a person interacts, the closer the physical interaction is, the greater the physical exertion is, and the longer the interaction lasts, the higher the risk that a person with COVID-19 infection may spread it to others.

Youth and adult sports include varied activities that have different levels of risk for transmission of COVID-19. Outdoor activities present significantly lower risk of transmission relative to comparative indoor activities, based on current scientific evidence. Competition between different teams also increases mixing across groups and outside of communities, which also contributes to the potential for spread of COVID-19 disease.

Youth and adult sports are classified below by their level of contact and transmission risk. This classification applies to competition or training/practice with others. It does not apply to individual conditioning or exercise.

The Tables below are not exhaustive, but provide examples of sports with different levels of contact so that the level of risk can be assessed for other sports.

Low-Contact Sports

Individual or small group sports where contact within six feet of other participants can be avoided. Some of these sports have relatively low exertion rates that allow for consistent wearing of face coverings when within six feet of other people.

Moderate-Contact Sports

Team sports that can be played with only incidental or intermittent close contact between participants.

High-Contact Sports

Team sports with frequent or sustained close contact (and in many cases, face-to-face contact) between participants and high probability that respiratory particles will be transmitted between participants.

Factors Affecting the Risk of Transmission

- Risk increases when face coverings are not worn, and physical distancing is not maintained.
- Risk increases with increasing levels of contact between participants; closer contact (particularly face-to-face contact), and the frequency and total duration of close contact, increases the risk that respiratory particles will be transmitted between participants.
- Risk increases with greater exertion levels; greater exertion increases the rate of breathing and the quantity of air that is inhaled and exhaled with every breath.
- Risk increases with mixing of cohorts and groups, particularly when from different communities (during or outside of sports play); mixing with more people increases the risk that an infectious person will be present.

General Guidance for Youth and Adult Sports Participants, Coaches, and Support Staff

It should be noted that local health departments and school districts may have stricter rules and should be consulted to confirm what is allowed.

General Requirements for All Sports:

Irrespective of setting (outdoor or indoor) case rate or sport played, the following general guidance requirements must be adhered to at all times:

- Face coverings to be worn when not participating in the activity (e.g., on the sidelines).
- Face coverings to be worn by coaches, support staff and **observers** at all times, and in compliance with the CDPH Guidance for the Use of Face Coverings.
- Observers maintain at least 6 feet from non-household members.
- No sharing of drink bottles and other personal items and equipment.
- Mixing with other households prior to and post any practice or competition must strictly adhere to current gathering guidance.
- Limit indoor sports activities (practice, conditioning) to comply with capacity limits (which shall include all athletes, coaches, and observers) indicated in current CDPH Gym & Fitness Center Guidance Capacity.

- Associated indoor activities for the team (e.g., dinners, film study) are prohibited if engaged in competition given evidence that transmission is more likely to occur in these indoor higher risk settings.
- Teams must not participate in out-of-state games and tournaments; several multistate outbreaks have been reported around the nation, including California residents.

Limitations on Observers

- Limit observation of youth sports (age 18 years and under) to immediate household members, and for the strict purpose of age appropriate supervision. This includes observation of practice and competition. Limit number of observers to ensure physical distance can be maintained, reduce potential crowding, and maintain indoor and outdoor capacity limits.
- Consider Video streaming of games so that they can be watched "live" from home
- For adult sports, spectators are not permitted at this time.

Limitations for Inter-Team Competitions and Tournaments

- Inter-team competitions, meets, races, or similar events are permitted to occur only if (a) both teams are located in the same county and the sport is authorized in the Tables below; or (b) teams are located in immediately bordering counties and the sport is authorized in both counties in the Tables below.
 - The county-based authorizations outlined in the Table below apply to the locations/counties in which the teams, schools, clubs, leagues, and similar organizations are functionally based (e.g., where the players reside, where facilities are located, etc.).
 - Local Health Departments to be notified of any cross county competitions within their jurisdiction and reserve the right under their own discretion to deny the competition at any time in their jurisdiction. Teams participating in cross county competitions will follow the more stringent rules if the participating teams are coming from counties that may be at different case rate thresholds.
- Teams adhere to current CDPH Travel Advisory recommendations when determining travel for competition in neighboring counties.
- No tournaments or events that involve more than two teams to occur. Exceptions may be made, with authorization from the local health department where the event is being held and each of the local health departments where teams originate from, for sports where individual competitors from multiple teams are routine such as: track and field; cross-country; golf; skiing/snowboarding; tennis; swimming/diving/surfing; biking and equestrian events.
- Only one competition, per team, per day maximum to be played.

Permitted Youth and Recreational Adult Sports by Case Rate Threshold

- Physical conditioning, practice, skill-building, and training that can be conducted outdoors, with 6 feet of physical distancing, and within stable cohorts are authorized regardless of case rate or sport. Such activities may be conducted indoors consistent with restrictions by Tier in the Gym & Fitness Center Guidance Capacity.

Other General Guidance

Below are other general guidance that are strongly encouraged as part of any participation in sport. Depending on risk level (high or moderate) and county case rates, these general guidance may be **required** for play of outdoor sports in less restrictive tiers, as specified below.

Face Coverings

- Face coverings worn by participants during practice, conditioning and during competition, even during heavy exertion as tolerated. See the American Academy of Pediatrics Interim Guidance on Return to Sports [1] for specific exceptions where the face covering may become a hazard.

Physical Distancing

- Maintain at least six feet of distance between sport participants and others to the maximum extent possible, including when on the sidelines.

- Maintain at least 6 feet of distance between coaches and participants and facilitate physical distancing between participants to the maximum extent possible (e.g., staggered starts instead of mass starts for races).

Informed Consent

- Due to the nature and risk of transmission while participating in Outdoor High-Contact and Moderate-Contact sports, provide information regarding risk to all parents/guardians of minors participating in such sports, and have each parent sign an informed consent indicating their understanding and acknowledgement of the risks indicated herein.

Testing

- Unless required as noted below, regular and postseason antigen or PCR testing of sports participants and coaches weekly while participating in Outdoor High-Contact sports is strongly encouraged. If competing, testing performed with test results made available within 24 hours of play.

Hygiene and Equipment Sanitation

- When equipment is shared during an activity, participants perform hand hygiene (wash hands with soap and water or use an alcohol-based hand sanitizer) before play, during breaks, at half time, and after the conclusion of the activity.
 - Balls or other objects or equipment can be touched by multiple players during practice and play if the above hand hygiene practices are followed.

Limitations on Mixing by Participants

- Limit participation by athletes and coaches during practice and competition to one team, and refrain from participating with more than one team over the same season or time period. For larger teams, limit mixing by establishing stable smaller training groups for drills and conditioning.
- Review practice or game footage virtually, to the greatest extent possible. If not feasible, then it should be conducted outdoors, with all participants wearing face coverings and following appropriate physical distancing measures.

Indoor Venue Capacity Limitations

- Ventilation in indoor venues (gyms or other fitness centers) increased to the maximum extent possible.

Travel Considerations

- Bus/van travel for members of a team may pose a greater risk. To mitigate COVID-19 transmission risk during bus/van travel, employ universal masking, physical distancing and windows to remain open the full duration of the trip unless not feasible.
- Plan for proper communication of all travel rules, protocols and expectations to everyone in the travel party. When feasible, teams should aim to travel and play the same day to avoid overnight stays.
- Travel by private car limited to only those within the immediate household.

Returning to Sports After Infection

- No one with symptoms of COVID-19 or who is in isolation or quarantine for COVID-19 is permitted to attend practices or competitions.
- Anyone with symptoms of COVID-19 should consult their physician for testing and notify their coach, athletic trainer and/or school administrator of their symptoms and test results.
- Youths recovering from COVID-19 will have different paths to return to sports based on the severity of their illness. See the American Academy of Pediatrics Interim Guidance on Return to Sports [1] for additional guidance for more serious infections.

Vaccination of Eligible Households

- Sports participants, including coaches and support staff, are strongly encouraged to be vaccinated once eligible as vaccines will protect residents and reduce the likelihood of transmission from infected persons to others.

Table: Youth and Adult Recreational Sports* Permitted by Current Tier of County

Widespread Tier (Purple)	Substantial Tier (Red)	Moderate Tier (Orange)	Minimal Tier (Yellow)
1	2	3	4
Outdoor low-contact sports • Archery • Badminton (singles) • Biking • Bocce • Corn hole • Cross country • Dance (no contact) • Disc golf • Equestrian events (including rodeos) that involve only a single rider at a time • Fencing • Golf • Ice and roller skating (no contact) • Lawn bowling • Martial arts (no contact) • Physical training programs (e.g., yoga, Zumba, Tai chi) • Pickleball (singles) • Rowing/crew (with 1 person) • Running • Shuffleboard • Skeet shooting • Skiing and snowboarding • Snowshoeing • Swimming and diving • Tennis (singles) • Track and field • Walking and hiking	Outdoor moderate-contact sports • Badminton (doubles) • Baseball • Cheerleading • Dodgeball • Field hockey • Gymnastics • Kickball • Lacrosse (girls/women) • Pickleball (doubles) • Softball • Tennis (doubles) • Volleyball	Outdoor high-contact sports • Basketball • Football • Ice hockey • Lacrosse (boys/men) • Rugby • Rowing/crew (with 2 or more people) • Soccer • Water polo Indoor low-contact sports • Badminton (singles) • Curling • Dance (no contact) • Gymnastics • Ice skating (individual) • Physical training • Pickleball (singles) • Swimming and diving • Tennis (singles) • Track and field • Bowling	Indoor moderate-contact sports • Badminton (doubles) • Cheerleading • Dance (intermittent contact) • Dodgeball • Kickball • Pickleball (doubles) • Racquetball • Squash • Tennis (doubles) • Volleyball Indoor high-contact sports • Basketball • Boxing • Ice hockey • Ice skating (pairs) • Martial arts • Roller derby • Soccer • Water polo • Wrestling

***Play in Less Restrictive Tiers: Outdoor High-Contact Sports**

Outdoor high-contact sports (orange tier) can be played in the purple or red tier with an adjusted case rate equal to or less than 14 per 100,000 under the following conditions:

Implement and strictly adhere to the following additional general guidance:

- Informed Consent
- Testing – antigen or PCR (regular and postseason antigen or PCR testing of sports participants and coaches weekly. If competing, testing performed with test results made available within 24 hours of play)

Note: The testing requirement above shall only apply in the following situations:

- For football, rugby and water polo as these are high contact sports that are likely to be played unmasked, with close, face to face contact exceeding 15 minutes.
- When adjusted case rates for the county are between 14-7 per 100,000.
- For sport participants 13 years of age or above as evidence shows that younger children do not seem to be major sources of transmission—either to each other or to adults.
- *If more than 50% of a team's participants are less than the age of 13 (and are not required to test per the above), then the entire team is exempted from the testing requirement. Coaches, however, will still be required to meet the testing requirement.

Additional general guidance that should be implemented to the greatest extent possible and are strongly encouraged

- Face Coverings (during play)
- Physical Distancing (during play)
- Testing – antigen or PCR
- Hygiene and Sanitation
- Limitations on mixing by participants
- Travel Considerations

***Play in Less Restrictive Tiers: Outdoor Moderate-Contact Sports**

Outdoor moderate-contact sports (red tier) can be played in the purple tier with an adjusted case rate equal to or less than 14 per 100,000 under the following conditions:

Implement and strictly adhere to the following additional general guidance:

- Informed Consent

Additional general guidance that should be implemented to the greatest extent possible and are strongly encouraged

- Face Coverings (during play)
- Physical Distancing (during play)
- Hygiene and Sanitation
- Limitations on mixing by participants
- Travel Considerations

If competition for high- and moderate-contact sports is permitted to resume in a county pursuant to this updated guidance, competition is not required to cease if the county's adjusted case rate exceeds the 14 per 100,000 threshold.

[1] American Academy of Pediatrics COVID-19 Interim Guidance: Return to Sports web page (services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-interim-guidance-return-to-sports)

California Department of Public Health
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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) <u>Required</u> mitigation measures: - Purchased tickets or defined guest list - Seating chart/Assigned seating - Testing and vaccination can increase capacity - No intermingling of multiple private events	Effective April 15, 2021 Outdoor only - Maximum 25 people - If all guests are tested or show proof of full vaccination: Max 100	Effective April 15, 2021 Outdoor - Maximum of 50 people - If all guests are tested or show proof of full vaccination: Max 200 Indoor - If all guests are tested or show proof of full vaccination: Max 100 people	Effective April 15, 2021 Outdoor - Maximum of 100 people - If all guests are tested or show proof of full vaccination: Max 300 Indoor - If all guests are tested or show proof of full vaccination: Max 150 people	Effective April 15, 2021 Outdoor - Maximum of 200 people - If all guests are tested or show proof of full vaccination: Max 400 Indoor - If all guests are tested or show proof of full vaccination: Max 200 people

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Indoor Seated Live Events and Performances **	Closed	Effective April 15, 2021: All venues: - In-state visitors only, check for current CDPH Travel Advisory in effect - Weekly worker testing program - All tickets delivered digital, advanced purchase only - Pre-designated eating area (no eating/drinking allowed in seats) – 6 feet of distance. - Suites 25% capacity, max three households. Venues: 0-1,500 - Maximum 10% or 100 people 25% if all guests are tested or show proof of full vaccination	Effective April 15, 2021 All venues: - In-state visitors only, check for current CDPH Travel Advisory in effect - Weekly worker testing program - All tickets delivered digital, advanced purchase only - Pre-designated eating area (no eating/drinking allowed in seats) – 6 feet of distance. - Suites 25% capacity, max three households. Venues: 0-1,500 - Maximum 15% or 200 people 35% if all guests are tested or show proof of full vaccination	Effective April 15, 2021 All venues: - In-state visitors only, check for current CDPH Travel Advisory in effect - Weekly worker testing program - All tickets delivered digital, advanced purchase only - Pre-designated eating area (no eating/drinking allowed in seats) – 6 feet of distance. - Suites 25% capacity, max three households. Venues: 0-1,500 - Maximum 25% or 300 people 50% if all guests are tested or show proof of full vaccination

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
		Venues: 1,501 and above 20% if all guests are tested or show proof of full vaccination	Venues: 1,501 and above 10% capacity or 2000, whatever is fewer; with modifications, and no eating/drinking 35% if all guests are tested or show proof of full vaccination	Venues: 1,501 and above 10% capacity or 2000, whatever is fewer; with modifications, and no eating/drinking 50% if all guests are tested or show proof of full vaccination
Limited Services	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Outdoor Playgrounds & Outdoor Recreational Facilities	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Hair Salons & Barbershops	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
All Retail (including critical infrastructure, except standalone grocers)	Open indoors with modifications Max 25% capacity	Open indoors with modifications Max 50% capacity	Open indoors with modifications	Open indoors with modifications

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Shopping Centers (Malls, Destination Centers, Swap Meets)	Open indoors with modifications • Max 25% capacity • Closed common areas • Closed food courts	Open indoors with modifications • Max 50% capacity • Closed common areas • Reduced capacity food courts (see restaurants)	Open indoors with modifications • Closed common areas • Reduced capacity food courts (see restaurants)	Open indoors with modifications • Reduced capacity food courts (see restaurants)
Personal Care Services	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
Museums, Zoos, and Aquariums	Outdoor only with modifications	Open indoors with modifications • Indoor activities max 25% capacity	Open indoors with modifications • Indoor activities max 50% capacity	Open indoors with modifications
Places of Worship^	• Outdoor encouraged • Indoor strongly discouraged, allowed with modifications • Max 25% capacity	Open indoors with modifications • Max 25% capacity	Open indoors with modifications • Max 50% capacity	Open indoors with modifications • Max 50% capacity
Movie Theaters	Outdoor only with modifications	Open indoors with modifications • Max 25% capacity or 100 people, whichever is fewer	Open indoors with modifications • Max 50% capacity or 200 people, whichever is fewer	Open indoors with modifications • Max 50% capacity

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Hotels and Lodging	Open with modifications	Open with modifications +Fitness centers (+10%)	Open with modifications +Fitness centers (+25%) +Indoor pools	Open with modifications +Fitness Centers (50%) +Spa facilities etc.
Gyms and Fitness Centers	Outdoor only with modifications	Open indoors with modifications - Max 10% capacity +Climbing walls	Open indoors with modifications - Max 25% capacity +Indoor pools	Open indoors with modifications - Max 50% capacity +Saunas +Steam rooms
Restaurants	Outdoor only with modifications	Open indoors with modifications Max 25% capacity or 100 people, whichever is fewer	Open indoors with modifications Max 50% capacity or 200 people, whichever is fewer	Open indoors with modifications Max 50% capacity
Wineries, Breweries and Distilleries	Outdoor only with modifications - Reservations 90-minute time limit - Seating/tables only - Limited hours (service for on-site consumption closed by 8 pm)	Outdoor only with modifications - Reservations 90-minute time limit - Seating/tables only - Limited hours (service for on-site consumption closed by 8 pm)	Open indoors with modifications Max 25% capacity indoors, or 100 people, whichever is fewer	Open indoors with modifications Max 50% capacity or 200 people indoors, whichever is fewer

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Bars (where no meal provided; follow restaurant guidance where meal is provided)	Closed	Closed	Open outdoors with modifications	Open indoors with modifications Max 25% capacity indoors, or 100 people, whichever is fewer
Family Entertainment Centers ***	Outdoor only with modifications	Outdoor only with modifications	Indoor - Max 25% capacity 50% if all guests are tested or show proof of full vaccination With modifications 100% masking except for food and beverage service - Food/beverage consumption must be restricted to designated areas separated from activity area - Service of alcohol without meals must follow bar guidance (outdoor only)	Indoor - Max 50% capacity 75% if all guests are tested or show proof of full vaccination With modifications 100% masking except for food and beverage service - Food/beverage consumption must be restricted to designated areas separated from activity area

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Cardrooms, Satellite Wagering	Outdoor only with modifications	Outdoor only with modifications	Open indoors with modifications • Max 25% capacity	Open indoors with modifications • Max 50% capacity
Offices	Remote	Remote	Open indoors with modifications • Encourage telework	Open indoors with modifications • Encourage telework
Outdoor Live Events with Assigned Seats and Controlled Mixing (e.g., sports and live performances)	• 100 people or fewer • Regional visitors (120 miles) • Advanced reservations only • No concessions or concourse sales	• Max 20%, includes suites with 25% occupancy per suite and suites no more than 3 households • Weekly worker testing program • In-state visitors only, check for current CDPH Travel Advisory in effect • Advanced reservations only • Primarily in-seat concessions (no concourse sales)	• Max 33%, includes suites with 25% occupancy per suite • Weekly worker testing program • In-state visitors only, check for current CDPH Travel Advisory in effect • Primarily in-seat concessions (no concourse sales) • Max 67% if all guests are tested or show proof of full vaccination	• Max 67%, includes suites with 25% occupancy per suite • In-state visitors only, check for current CDPH Travel Advisory in effect • Primarily in-seat concessions (no concourse sales)

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Amusement Parks/ Fairs ****	Closed	• Max 15% • Small Groups - Max 10 people or 3 household groups with no intergroup mixing • Indoor capacity max 15% with time restrictions • No indoor dining • Weekly worker testing program • In-state visitors only, check for current CDPH Travel Advisory in effect • Online ticket purchases only	• Max 25% • Indoor capacity max 25% with time restrictions • Weekly worker testing program • With other modifications • In-state visitors only, check for current CDPH Travel Advisory in effect	• Max 35% • Indoor capacity max 25% with time restrictions • Weekly worker testing program • With other modifications • In-state visitors only, check for current CDPH Travel Advisory in effect
Overnight Sleepaway Camps *****	Closed	Effective June 1, 2021: Open with modifications	Effective June 1, 2021: Open with modifications	Effective June 1, 2021: Open with modifications

Updated on April 12, 2021:

^Location and capacity limits on places of worship are not mandatory but are strongly recommended

*For Gatherings, limits will not be enforced to the extent that they have been enjoined by a court

Updated on April 2, 2021:

*Updated Gatherings effective April 15, 2021

**Added private events and indoor seated live events and performances effective April 15, 2021

***Updated Family Entertainment Centers

****Added Fairs to Amusement Parks

Updated on March 11, 2021:

*****Regardless of trigger being met, these activities (overnight sleepaway camps) cannot begin any sooner than June 1, 2021.

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:

- | | |
|---|---|
| ✓ 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.



TOMÁS J. ARAGÓN, M.D., Dr.P.H.
State Public Health Officer & Director

State of California—Health and Human
Services Agency
**California Department of
Public Health**



GAVIN NEWSOM
Governor

May 21, 2021

TO: All Californians

SUBJECT: Beyond the Blueprint for Industry and Business Sectors - Effective June 15

Related Materials: Beyond the Blueprint Q&A

When California fully reopens the economy, the state will move beyond the Blueprint for a Safer Economy. Beginning June 15, all sectors listed in the current Blueprint Activities and Business Tiers Chart may return to usual operations (with the limited exceptions noted below for Mega Events) based on the following general public health recommendations:

	Restrictions Applying to Indoor & Outdoor Settings
Vaccine Verification / Negative Testing	Required for Indoor mega events Recommended for Outdoor mega events
Capacity Limitations	No restrictions
Physical Distancing	No restrictions for attendees, customers and guests
Masking	Follow current CDPH Guidance for Face Coverings
Travelers	Follow CDC recommendations and CDPH Travel Advisory

Employers are subject to the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards (ETS), if applicable to them.

Limited Exceptions for Mega Events:

Mega Events are characterized by large crowds greater than 5,000 (indoors) and 10,000 (outdoors) attendees. Mega Events may have either assigned or unassigned seating, and may be either general admission or gated, ticketed and permitted events.

Mega Events are considered higher risk for COVID transmission because:

- Participants and attendees are spending extensive periods of time physically close to large numbers of people they don't usually interact with.
- The frequency and total duration of close contact between attendees is increased, thereby increasing the risk that respiratory particles will be transmitted between attendees and participants.
- They draw from beyond the nearby community and will often draw attendees and participants from other states and countries who may be infected with more infectious COVID variants.
- Effective contact tracing may be difficult given the number of potential uncontrolled mixing between groups and attendees and the nature of the events.
- **For Indoor Mega Events (example: conventions/conferences/expos/sporting events and concerts):**
 - In addition to the general public health recommendations:
 - Verification of fully vaccinated status** or pre-entry negative test* result is required of all attendees.
 - Information will be prominently placed on all communications, including the reservation and ticketing systems, to ensure guests are aware of testing and vaccination requirements (including acceptable modes of verification).
 - Attendees must follow CDPH Guidance for Face Coverings.
- **For Outdoor Mega Events (example: music or food festivals/car shows/large endurance events and marathons/parades/sporting events and concerts):**
 - In addition to the general public health recommendations:
 - Verification of fully vaccinated status or pre-entry negative test result is strongly recommended for all attendees. Attendees who do not verify vaccination status should be asked to wear face coverings.
 - Attendees must follow CDPH Guidance for Face Coverings.
 - Information will be prominently placed on all communications, including the reservation and ticketing systems, to ensure guests are aware that the State strongly recommends that they be fully vaccinated, obtain a negative COVID-19 test prior to attending the event, or wear a face covering.
 - Venues are required to make available masks for all attendees.
- **Additional recommendations for sponsors of Mega Events:**
 - Encourage everyone to get vaccinated when eligible.
 - Facilitate increased ventilation of indoor spaces (i.e., open all windows and doors to increase natural air flow), following current CDPH and CalOSHA guidance.
 - Encourage everyone to sign up for CA Notify as an added layer of protection for themselves and the community to receive alerts when they have been in close contact with someone who tests positive for COVID-19.
 - Convey the risk of attending large crowded events where the vaccine status of others in attendance may be unknown to the individuals.

- Convey the risk of attending large crowded events for populations that may not currently be eligible for vaccination, or may be immunocompromised and whose vaccine protection may be incomplete.
- Encourage all venues along any parade or event route to provide outdoor spaces for eating/drinking/congregating to reduce the risk of transmission in indoor settings.

The requirements and recommendations for negative testings / vaccine verification will be in place effective **June 15, 2021 through October 1, 2021**. The state will assess conditions by September 1, 2021, to determine whether updated requirements or recommendations are needed beyond October 1, 2021.

CDPH will continue to provide updated guidance for youth, healthcare and high-risk congregate settings.

*** Pre-entry negative testing**

1. Definition: Testing must be conducted within 72 hours before event start time (both PCR and antigen are acceptable). Results of the test must be available prior to entry into the event or venue.
2. Verification: The following are acceptable as proof of a negative COVID-19 test result: printed document (from the test provider or laboratory) OR an email or text message displayed on a phone from the test provider or laboratory. The information should include person's name, type of test performed, and negative test result (date of test must be within prior 72 hours). Businesses and venue operators may also utilize self-attestation at point of registration, during ticket purchase or on the day of the event prior to entry into the venue.

**** Fully vaccinated**

1. Definition: See current CDPH Guidance for Fully Vaccinated Persons for definitions, acceptable vaccines, and updates on additional vaccines as they are approved.
2. Verification: The following are acceptable as proof of full vaccination: Vaccination card (which includes name of person vaccinated, type of vaccine provided and date last dose administered) OR a photo of a vaccination card as a separate document OR a photo of the attendee's vaccine card stored on a phone or electronic device OR documentation of vaccination from a healthcare provider. Businesses and venue operators may also utilize self-attestation at point of registration, during ticket purchase or on the day of the event prior to entry into the venue.

Originally Published on May 21, 2021

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)



UTILITIES
PAST DUE BALANCES

	AS OF 3/31/2020	AS OF 9/30/2020	AS OF 10/31/2020	AS OF 11/30/2020	AS OF 12/31/2020	AS OF 1/31/2021	AS OF 2/28/2021	AS OF 3/31/2021	AS OF 4/30/2021	AS OF 5/31/2021	Mar20-May21 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	470,676.98	314,734.64
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	305,373.82	134,189.20
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	273,950.75	118,778.92
	<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>1,050,001.55</u>	<u>567,702.76</u>
<u>ESTIMATED PENALTIES</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	AS OF 5/31/2021		
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	138,598.12		
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	84,055.49		
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	75,935.02		
	<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>	<u>298,588.62</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>	<u>1,348,590.17</u>		



OFFICE OF THE GOVERNOR

June 3, 2021

Via Electronic Mail

Dear California local leaders,

California is on a path to roar back from the pandemic, in large part thanks to the commitment of Californians and to having one of the highest vaccination rates in the country. Come June 15, we are moving beyond the Blueprint that protected Californians during the worst of the pandemic, retaining in the near-term common-sense face covering requirements, limited testing and vaccination requirements for large indoor events, and modified emergency workplace protection standards still necessary to protect the workforce.

Over the course of the pandemic, one of the key things scientific experts have learned about COVID-19 is that it is far less likely to be transmitted outdoors than indoors. While California is removing the restrictions on business operations indoors, it remains a public health priority to encourage outdoor activities and to remove barriers to outdoor operations.

To this end, my Administration has taken immediate steps to extend the regulatory relief that allows restaurants and bars to maintain their expanded outdoor operations through the end of 2021. Among other things, the regulatory relief continues to allow the expansion of licensed restaurant footprints, expanded outdoor alcohol service, and the sale of alcoholic beverages to go. This will both promote public health by encouraging outdoor dining and promote the economic recovery of the restaurant sectors by allowing restaurants and bars to benefit from the substantial investments that they have made in their outdoor operations.

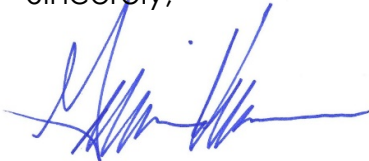
I ask you to join my Administration in promoting public health and economic recovery by taking the steps within your authority to continue to allow expanded outdoor dining opportunities. You are uniquely positioned and

empowered to support local outdoor dining, which will be vital for statewide restaurant recovery, by taking steps such as:

- Allowing temporary dining areas;
- Allowing expanded take-out and delivery options;
- Exercising discretion in working with restaurant owners who may be operating in spaces that are not consistent with local zoning ordinances;
- Considering the potential of expanding areas that are not currently zoned for commercial dining use to encourage outdoor, open-air seating and a safer health environment moving forward; and
- Continuing to develop successful local programs such as the City of San Jose's "Al Fresco" plan, Sacramento's "Farm to Fork Al Fresco," Long Beach's "Open Streets Initiative," San Diego's "Slow Streets Program," and Los Angeles's "L.A. Al Fresco Program."

Thank you for your partnership during the long months of the pandemic, for your continued partnership in keeping Californians safe, and for working collaboratively to make the California Comeback a reality.

Sincerely,



Gavin Newsom
Governor of California

Attachment

Eighth Notice of Regulatory Relief

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500

**Eighth Notice of Regulatory Relief**

Pursuant to the Constitution of the State of California, Article XX, Section 22, and in furtherance of Governor Newsom's emergency declarations and orders regarding the spread of the COVID-19 virus, the Department of Alcoholic Beverage Control previously provided temporary regulatory relief measures to address the state of emergency throughout the state. The [First Notice](#), [Second Notice](#), [Third Notice](#), [Fourth Notice](#), [Fifth Notice](#), [Sixth Notice](#), and [Seventh Notice](#) of Regulatory Relief were implemented by the Department to support the alcoholic beverage industry in its efforts to slow the spread of the virus throughout California, while also assisting the industry in dealing with the economic challenges it faced as a result.

The Department has continued to carefully consider the public health, safety, and welfare in determining if any Regulatory Relief provisions should be extended. This regulatory relief is designed to support the expanded outdoor operations of the alcoholic beverage industry to slow the spread of the virus while assisting the industry in its economic recovery from the impacts of the pandemic.

The Department has determined that the extension of the following provisions will not jeopardize the public health, safety, or welfare, and they will temporarily remain in place until December 31, 2021:

4. On-Sale Retailers Exercising Off-Sale Privileges
5. Sales of Alcoholic Beverages To-Go
8. Deliveries to Consumers
9. Free Delivery
14. Expansion of Licensed Footprint
16. On-Sale Licensees Without Kitchen Facilities
17. "Virtual" Meet the Winemaker or Brewer Dinners
18. Renewal of Relief for Charitable Promotions and Sales
19. Relief from Type-75 requirement to produce 100 barrels of beer annually.

The extended Regulatory Relief requirements set forth in this Notice and in the respective Notices of Regulatory Relief continue to be applicable to all affected Department licenses until December 31, 2021 or unless otherwise noticed by the Department.

In response to the removal of restrictions on licensed businesses, and the implementation of the Beyond the Blueprint Plan on June 15, 2021, the Department hereby gives notice that the following Regulatory Relief provisions will be rescinded effective at the close of business on June 30, 2021:

1. Returns of Alcoholic Beverages
2. Retail-to-Retail Transactions
3. Extension of Credit
6. Drive-Thru Windows for Off-Sale Transactions
7. Hours of Operations for Retail Sales
10. Delivery Hours Extended to Midnight
12. Distilled Spirits Manufacturers Providing High-Proof Spirits for Disinfection Purposes
13. Virtual Wine Tastings
15. Extension of Regulatory Relief for Club Licenses: Type 50, 51 and 52.

Limitations on Relief

The Regulatory Relief provided by this and prior Notices is temporary. The Department hereby gives notice that all Regulatory Relief that is extended past June 30, 2021, will be rescinded on December 31, 2021. Such relief may be rescinded immediately should the needs of public safety dictate. In addition, licensees are directed to continue to exercise the temporary relief provided by this Notice responsibly, without compromising the public health, safety, or welfare. Notwithstanding any other provision of law, if the Department determines that any licensee is found to be abusing the Regulatory Relief provided by this Notice or prior Notices, or if the licensee's actions jeopardize public health, safety, or welfare, the Department may summarily rescind the relief as to that licensee at any time. Until these temporary relief measures are rescinded, any licensee adhering to the terms of this Notice, prior Notices describing the particular Regulatory Relief, and other applicable laws, may rely on this Notice to utilize the privileges described without risk of enforcement by the Department against its license for actions taken up until the time of the rescission.

In addition, this Notice does not exempt licensees from complying with all local ordinances, zoning restrictions, conditional use permits, and similar local authorizations and limitations, over which the Department has no jurisdiction or control. The Department will not consider any violation of such local controls to constitute a violation of the license issued by the Department.

Licensees are encouraged to register with the Department to receive email notices regarding this and other issues. This is easily done by clicking [Subscribe](#). If you have any questions, please contact the Department.



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM
Governor

June 9, 2021

Note: This guidance is effective June 15, 2021 and supersedes all prior face coverings guidance.

GUIDANCE FOR THE USE OF MASKS

Background

The COVID-19 vaccines are effective in preventing infection, disease, and spread. Unvaccinated persons are more likely to get infected and spread the virus which is transmitted through the air and concentrates indoors. About 15% of our population remains without the option for vaccination (children under 12 years old are not yet eligible) and risk for COVID-19 exposure and infection will remain until we reach full community immunity.

The purpose of this guidance is to align with CDC recommendations and provide information about higher risk settings where masks are required or recommended to prevent transmission to persons with higher risk of infection (e.g., unvaccinated or immunocompromised persons), to persons with prolonged, cumulative exposures (e.g., workers), or to persons whose vaccination status is unknown. When people who are not fully vaccinated wear a mask correctly, they protect others as well as themselves. Consistent and correct mask use by people who are not fully vaccinated is especially important indoors.

In workplaces, employers are subject to the Cal/OSHA COVID-19 [Emergency Temporary Standards \(ETS\)](#) or in some workplaces the [CalOSHA Aerosol Transmissible Diseases Standard](#), and should consult those regulations for additional applicable requirements.

Guidance for Individuals

Masks are **not required for fully vaccinated individuals, except** in the following settings where masks are required for everyone, regardless of vaccination status:

- On [public transit](#)¹ (examples: airplanes, ships, ferries, trains, subways, buses, taxis, and ride-shares) and in transportation hubs (examples: airport, bus terminal, marina, train station, seaport or other port, subway station, or any other area that provides transportation)
- **Indoors** in [K-12 schools](#)², [childcare](#)³ and other youth settings.
 - Note: This may change as updated K-12 schools guidance is forthcoming, pending updates for K-12 operational guidance from the CDC.

¹ CDC Requirement for Face Masks on Public Transportation Conveyances and at Transportation Hubs

² CDC Operational Strategy for K-12 Schools through Phased Prevention

³ CDC Guidance for Operating Child Care Programs during COVID-19

- [Healthcare settings⁴](#) (including [long term care facilities⁵](#))
- State and local [correctional facilities and detention centers⁶](#)
- [Homeless shelters⁷](#), [emergency shelters⁸](#) and [cooling centers⁹](#)

Additionally, masks are **required* for unvaccinated individuals** in indoor public settings and businesses (examples: retail, restaurants, theaters, family entertainment centers, meetings, state and local government offices serving the public)

For additional information, individuals should refer to [CDC Recommendations for Safer Activities](#) (see CDPH Masking Guidance Frequently Asked Questions for more information).

***Guidance for Businesses, Venue Operators or Hosts**

In settings where masks are required only for unvaccinated individuals, businesses, venue operators or hosts may choose to:

- Provide information to all patrons, guests and attendees regarding vaccination requirements and allow vaccinated individuals to self-attest that they are in compliance prior to entry.
- Implement vaccine verification to determine whether individuals are required to wear a mask.
- Require all patrons to wear masks.

No person can be prevented from wearing a mask as a condition of participation in an activity or entry into a business.

Exemptions to masks requirements

The following **individuals** are exempt from wearing masks at all times:

- Persons younger than two years old. Very young children must not wear a mask because of the risk of suffocation.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a mask. This includes persons with a medical condition for whom wearing a mask could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a mask 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 mask would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.

⁴ CDC Updated Healthcare Infection Prevention and Control Recommendations in Response to COVID-19 Vaccination

⁵ CDC Interim Infection Prevention and Control Recommendations to Prevent SARS-CoV-2 Spread in Nursing Homes

⁶ CDC Interim Guidance on Management of Coronavirus Disease 2019 (COVID-19) in Correctional and Detention Facilities

⁷ CDC Interim Guidance for Homeless Service Providers to Plan and Respond to Coronavirus Disease 2019 (COVID-19)

⁸ CDC Interim Guidance for General Population Disaster Shelters During the COVID-19 Pandemic

⁹ CDC Interim guidance to reduce the risk of introducing and transmitting SARS COV-2 in cooling centers.



CITY COUNCIL AGENDA – JUNE 15, 2021

SUBJECT: Refinancing of the 2015 Certificates of Participation

SOURCE: City Manager's Office

COMMENT: In June 1998, the City issued \$20 million in tax-exempt Certificates of Participation (COP) for the purposes of financing the improvement of streets and widening of bridges. In November 2005, the City refunded the 1998 COP issue for debt service savings, with the preclusion that the new tax-exempt COP issue could not be again refunded “tax-exempt” sooner than July 1, 2015. However, the 2005 COP could be refunded with a taxable bond issue. In July 2013, the City refunded the 2005 COP in private placement financing with Rabobank for debt service savings. In June 2015, the City refunded the 2013 Rabobank financing, as well as 2002 Certificates of Participation, with private placement COP with Capital One for overall debt service savings.

Given then favorable financial markets and other recent successful City financing projects, the refinancing of the 2015 COP for debt service savings was initiated at the beginning of 2020, to which Capital One was initially receptive. With the COVID-19 pandemic beginning in March 2020 and resulting uncertain financial conditions, Capital One paused refinance discussions until more certain of financial markets.

Capital One has submitted a term sheet for the refinancing of the 2015 COP, lowering the interest rate from 3.85% to 2.70%, but charging a 102% prepayment premium and extending the call date from 2025 to 2031. The result of refinancing of the 2015 COP would be \$904,996, with an average annual savings of \$64,643 until the maturity date of 2035. Similar to the 2015 COP, bond insurance and surety policy would be required. Pursuant to the Capital One term sheet, the refinancing must close by July 15, 2021.

At its meeting on June 7, 2021, the City Internal Audit Committee reviewed the proposed term sheet for the refinancing of the 2015 COP, and expressed its support to proceed.

To proceed with the refinancing of the 2015 Certificates of Participation financing with Capital One, separate Resolutions and supporting documents have been prepared for adoption by the City Council, also serving as the Board of Directors for the Porterville Public Improvement Corporation (PPIC) and Porterville Public Financing Authority (PPFA).

RECOMMENDATION: That the City Council, also meeting as the Board of Directors for the Porterville Public Improvement Corporation and Porterville Public Financing Authority, consider and approve the refinancing of the 2015 Certificates of Participation, and authorize the Mayor (Chair) and City Manager (Executive Director) to sign all draft resolutions, agreements, and documents as may be required.

ATTACHMENTS:

1. Capital One Term Sheet - May 24, 2021
2. 2015 COP Refinance Overview
3. 2015 COP Refinance Summary
4. City Council Draft Resolution
5. Public Improvement Corporation Draft Resolution
6. Financing Authority Draft Resolution
7. Site and Facility Lease
8. Lease Agreement
9. Assignment Agreement
10. Trust Agreement
11. Commitment Agreement
12. Termination Agreement

Appropriated/Funded: MB

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager



May 24, 2021

John Lollis
City Manager, City of Porterville
jlollis@ci.porterville.ca.us

Subject: City of Porterville, California
2021 Refunding Loan (the "2021 Loan")

Dear John:

This Term Sheet is presented by Capital One Public Funding, LLC ("COPF") to the City of Porterville, California ("Borrower or City") in connection with our discussions regarding the above-referenced potential refunding transaction. COPF owns 100% of the City's 2015 obligation (the "2015 Loan"). Although the 2015 Loan is not currently callable, COPF is willing to allow the City to prepay the 2015 Loan no later than July 15, 2021, on the following terms:

- COPF is proposing a refunding of the 2015 Loan, which carries an interest rate of 3.85% and is not callable until 06/01/25;
- COPF shall receive a notice of intent to refund 30 days before closing;
- The 2015 Loan will be amended to allow for a special prepayment;
- COPF shall allow the special prepayment of all mandatory redemptions due and payable on 12/01/21 through and including 06/01/35 (\$18,105,000) at 102% of the prepaid amount plus accrued interest to the prepayment date;
- The amortization of the 2021 Loan shall substantially track the amortization of the 2015 Loan;
- The City shall obtain and pay for bond insurance provided by BAM; and
- The 2021 Loan shall a) have an interest rate of 2.70%, and b) be callable in whole at par beginning 06/01/31 on any interest payment date.

Documentation

Loan documentation shall be prepared by qualified bond counsel subject to review by COPF and its counsel. Borrower shall provide, at its expense, an opinion of legal counsel (acceptable to COPF) attesting to the legal, valid, and binding nature of the transaction and tax-exempt nature of the interest component of the Loan payments. Upon selection of COPF, the Borrower shall provide COPF the draft authorizing document for its review and comment. COPF shall require covenants addressing EMMA disclosure and electronic payment.

Assignment

COPF as lender is permitted to transfer the 2021 Loan to (i) affiliates, (ii) one or more banks, (iii) insurance companies, or (iv) financial institutions. COPF may enter into participation arrangements with entities listed in (i) to (iv) above.

Costs of Issuance

The Borrower shall be responsible for normal borrower costs of issuance including a financial advisor, placement agent and bond counsel.

Direct Loan

The 2021 Loan shall be directly funded by (and registered in the name of) COPF and delivered in physical, non-book-entry, certificated form. It shall not be (i) assigned a separate rating by any rating agency; (ii)



registered with the Depository Trust Company or any other securities depository; (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document; or (iv) assigned a CUSIP number.

Audited Financial Statements

Upon request, as soon as available, the Borrower shall send COPF a copy of its audited financial statements as of the end of the fiscal year.

Municipal Advisor Rules

This term sheet is provided to the Borrower pursuant to and in reliance upon the “bank exemption” provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 seq.

Role of Capital One Public Funding, LLC

The Borrower acknowledges and agrees that: (i) the information contained in this term sheet is for discussion purposes only and sets forth certain proposed terms and conditions of an arm’s-length commercial transaction between the Borrower and COPF and does not constitute advice, an opinion or a recommendation by COPF; (ii) the Borrower will make its own determination regarding whether to enter into the proposed transaction and the terms thereof, and will consult with and rely on the advice of its own financial, accounting, tax, legal and other advisors; (iii) COPF is acting solely for its own account in connection with the proposed transaction, and is not acting as a municipal advisor, financial advisor, agent or fiduciary to the Borrower or any other person or entity (including to any financial advisor or placement agent engaged by the Borrower) and the Borrower, its financial advisor and placement agent are free to retain the services of such advisors (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) as it deems necessary or appropriate; (iv) COPF has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (v) neither COPF nor any of its affiliates is acting as a broker, dealer, underwriter or placement agent with respect to the transactions contemplated hereby; (vi) the only obligations COPF has to the Borrower with respect to the transaction contemplated hereby expressly are set forth in this term sheet; and (vii) COPF is not recommending that the Borrower take an action with respect to the transaction contemplated by this term sheet. Before taking any action with respect to the Loan, the Borrower should discuss the information contained herein with the Borrower’s own legal, accounting, tax, financial and other advisors, as it deems appropriate. If the Borrower would like a municipal advisor in this transaction that has legal fiduciary duties to it, Borrower is free to engage a municipal advisor to serve in that capacity.

Other Information

To the extent that updated financial and other credit materials have not already been provided to COPF or are not available through public resources, COPF may require and request the following: audited and unaudited financial statements; budgets; information on outstanding bond issues, lease transactions, and contingent/material liabilities; tax base details; and other reasonable and customary information relevant to the Borrower’s credit quality and the source of repayment.

Confidentiality

The information contained herein is strictly confidential and is intended for review by the parties, their advisors and legal counsel only and may not be disclosed to any other person or entity, except as required by law or otherwise consented to by COPF.

Closing

Closing is anticipated to take place on July 15, 2021. This Term Sheet does not represent a commitment. The funding of the 2021 Loan will only occur upon the approval and acceptance of the 2021 Loan documents by COPF, the Borrower, and their respective counsels.

Term Sheet Expiration

This term sheet shall expire if not accepted by the Borrower by June 7, 2021. Once accepted, this term sheet shall expire if the transaction has not closed by July 15, 2021, unless extended by COPF at its sole discretion.



Conditions Precedent to Close

Any obligation of COPF to provide financing or otherwise shall arise only upon the acceptance, approval, and execution of final 2021 Loan documents signed by authorized signatories of COPF and not from statements (oral or written) made during the course of discussions among the parties (whether or not prior to or after the date hereof).

Thank you for the opportunity to offer this term sheet. Should you have any questions, please do not hesitate to contact me at (505) 503-7629 or jeffrey.sharp@capitalone.com.

Sincerely,

Jeffrey D. Sharp
Senior Vice President / Director of Business Development
Capital One Public Funding, LLC

cc: Bud Levine, Wulff, Hansen & Co.
Jonathan Lewis, Capital One Public Funding, LLC
Brenda Barnes, Capital One Public Funding, LLC

ACCEPTED BY: City of Porterville, California

By

Name

Title

City of Porterville

Certificates of Participation (2021 Refinancing Project)

Refunding of 2015 COP

June 7, 2021

Background:

- In the Spring of 2015, the City issued a COP to refinance obligations associated with its 2002 COP that financed a Public Building Project.
- The 2015 COP currently has an outstanding principal balance of \$18,105,000 and is held by Capital One Public Funding.
- The 2015 Certificates bear an interest rate of 3.85% (tax-exempt) and can be prepaid at a 102% premium in 2025.
- In early 2020, Wulff Hansen and the City learned that Capital One might be open to renegotiating terms on the 2015 COP.
- The City and Wulff Hansen entered into an Agreement at that time to pursue this opportunity.
- In March of 2020, due to the Covid-19 Pandemic, Capital One decided to table internal refinancings of this type until conditions stabilized.
- Now that capital markets have stabilized, Capital One is once again open to refinancing the 2015 COP and is prepared to waive the 2025 prepayment protection, although the 102% prepayment premium would remain in effect.
- It is anticipated that Capital One will allow the City to issue Refunding Certificates lowering the interest rate to 2.70% from 3.85% and extending the call protection from 2025 to 2031.
- Capital One has indicated that the Refunding Certificates must be structured similarly to the 2015 COP including obtaining bond insurance and a surety policy (AGM vs BAM).
- The Refunding Certificates must close by July 15th per Capital One.

All figures are preliminary, estimated, and subject to change.

Figures are rounded to the nearest dollar figure.

Payoff Amount on 2015 Certificates

Principal	\$ 18,105,000
Accrued Interest	85,194
Prepayment Premium	362,100
Total	\$ 18,552,294

Cost to Refund 2015 Certificates

Payoff Amount	\$18,552,294
Bond Insurance & Surety	177,023
Cost of Issuance	125,060
Total Uses of Funds	\$ 18,854,377

2021 Certificates

Principal Amount (Total Sources of Funds)	\$18,854,377
Interest thru maturity	3,854,111
Total Debt Service	\$ 22,708,488

Estimated Savings from Issuing 2021 Certificates

Remaining Debt Service on 2015 COP	\$ 23,613,484
Total Debt Service on 2021 COP	22,708,488
Estimated Savings	\$ 904,996

Summary Statistics

Average Annual Savings thru 2035 maturity	\$ 64,643
Net Present Value of Total Savings (\$)	\$ 751,276
Net Present Value of Total Savings (%)	4.15%
New Bond Interest Rate	2.70%
Interest Rate on 2015 Certificates	3.85%

Proposed Schedule

6/7	Audit Committee meeting to approve term sheet
6/8-11	City signs term sheet
6/11	City sends conditional call notice to Capital One
6/15	City Council meeting to authorize issuance of Certificates and to approve documents
7/15	Close refinancing

SOURCES AND USES OF FUNDS**City of Porterville
2021 Ref (2015 COP)(Current ref + Premium)****Sources:**

Bond Proceeds:	
Par Amount	18,854,377.00
	18,854,377.00

Uses:

Refunding Escrow Deposits:	
Cash Deposit	18,552,294.08
Delivery Date Expenses:	
Cost of Issuance	125,000.00
Surety	40,771.60
Bond Insurance	
	136,250.93
	302,022.53
Other Uses of Funds:	
Additional Proceeds	60.39
	18,854,377.00

SUMMARY OF REFUNDING RESULTS

City of Porterville 2021 Ref (2015 COP)(Current ref + Premium)

Dated Date	07/15/2021
Delivery Date	07/15/2021
Arbitrage yield	2.700250%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	18,854,377.00
True Interest Cost	2.700250%
Net Interest Cost	2.700000%
Average Coupon	2.700000%
Average Life	7.571
Par amount of refunded bonds	18,105,000.00
Average coupon of refunded bonds	3.850000%
Average life of refunded bonds	7.780
PV of prior debt to 07/15/2021 @ 2.700250%	19,605,593.00
Net PV Savings	751,276.39
Percentage savings of refunded bonds	4.149552%
Percentage savings of refunding bonds	3.984626%

SUMMARY OF BONDS REFUNDED

City of Porterville 2021 Ref (2015 COP)(Current ref + Premium)

<i>Bond</i>	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Call Date</i>	<i>Call Price</i>
2015 COP, 15_COP, BOND:					
	12/01/2021	3.850%	470,000.00	07/15/2021	102.000
	06/01/2022	3.850%	475,000.00	07/15/2021	102.000
	12/01/2022	3.850%	485,000.00	07/15/2021	102.000
	06/01/2023	3.850%	525,000.00	07/15/2021	102.000
	12/01/2023	3.850%	535,000.00	07/15/2021	102.000
	06/01/2024	3.850%	545,000.00	07/15/2021	102.000
	12/01/2024	3.850%	555,000.00	07/15/2021	102.000
	06/01/2025	3.850%	570,000.00	07/15/2021	102.000
	12/01/2025	3.850%	580,000.00	07/15/2021	102.000
	06/01/2026	3.850%	590,000.00	07/15/2021	102.000
	12/01/2026	3.850%	600,000.00	07/15/2021	102.000
	06/01/2027	3.850%	610,000.00	07/15/2021	102.000
	12/01/2027	3.850%	625,000.00	07/15/2021	102.000
	06/01/2028	3.850%	635,000.00	07/15/2021	102.000
	12/01/2028	3.850%	650,000.00	07/15/2021	102.000
	06/01/2029	3.850%	660,000.00	07/15/2021	102.000
	12/01/2029	3.850%	675,000.00	07/15/2021	102.000
	06/01/2030	3.850%	685,000.00	07/15/2021	102.000
	12/01/2030	3.850%	700,000.00	07/15/2021	102.000
	06/01/2031	3.850%	715,000.00	07/15/2021	102.000
	12/01/2031	3.850%	725,000.00	07/15/2021	102.000
	06/01/2032	3.850%	740,000.00	07/15/2021	102.000
	12/01/2032	3.850%	755,000.00	07/15/2021	102.000
	06/01/2033	3.850%	770,000.00	07/15/2021	102.000
	12/01/2033	3.850%	785,000.00	07/15/2021	102.000
	06/01/2034	3.850%	800,000.00	07/15/2021	102.000
	12/01/2034	3.850%	815,000.00	07/15/2021	102.000
	06/01/2035	3.850%	830,000.00	07/15/2021	102.000
			18,105,000.00		

SAVINGS

City of Porterville 2021 Ref (2015 COP)(Current ref + Premium)

<i>Date</i>	<i>Prior Debt Service</i>	<i>Refunding Debt Service</i>	<i>Savings</i>	<i>Annual Savings</i>	<i>Present Value to 07/15/2021 @ 2.7002500%</i>
12/01/2021	818,521.25	758,130.65	60,390.60		59,781.77
06/01/2022	814,473.75	812,711.57	1,762.18		1,721.18
06/30/2022				62,152.78	
12/01/2022	815,330.00	802,034.06	13,295.94		12,813.56
06/01/2023	845,993.75	794,436.57	51,557.18		49,024.79
06/30/2023				64,853.12	
12/01/2023	845,887.50	817,315.08	28,572.42		26,807.07
06/01/2024	845,588.75	809,306.16	36,282.59		33,587.39
06/30/2024				64,855.01	
12/01/2024	845,097.50	818,952.25	26,145.25		23,880.67
06/01/2025	849,413.75	810,704.99	38,708.76		34,885.00
06/30/2025				64,854.01	
12/01/2025	848,441.25	819,671.73	28,769.52		25,582.19
06/01/2026	847,276.25	811,192.08	36,084.17		31,659.03
06/30/2026				64,853.69	
12/01/2026	845,918.75	817,053.44	28,865.31		24,988.07
06/01/2027	844,368.75	808,380.19	35,988.56		30,739.49
06/30/2027				64,853.87	
12/01/2027	847,626.25	818,647.94	28,978.31		24,421.99
06/01/2028	845,595.00	809,718.98	35,876.02		29,832.38
06/30/2028				64,854.33	
12/01/2028	848,371.25	819,277.03	29,094.22		23,870.75
06/01/2029	845,858.75	810,207.50	35,651.25		28,860.90
06/30/2029				64,745.47	
12/01/2029	848,153.75	816,027.50	32,126.25		25,660.84
06/01/2030	845,160.00	811,645.00	33,515.00		26,413.49
06/30/2030				65,641.25	
12/01/2030	846,973.75	817,195.00	29,778.75		23,156.27
06/01/2031	848,498.75	812,542.50	35,956.25		27,587.50
06/30/2031				65,735.00	
12/01/2031	844,735.00	812,822.50	31,912.50		24,158.75
06/01/2032	845,778.75	812,967.50	32,811.25		24,508.24
06/30/2032				64,723.75	
12/01/2032	846,533.75	822,977.50	23,556.25		17,360.86
06/01/2033	847,000.00	807,717.50	39,282.50		28,565.37
06/30/2033				62,838.75	
12/01/2033	847,177.50	822,525.00	24,652.50		17,687.95
06/01/2034	847,066.25	806,995.00	40,071.25		28,367.76
06/30/2034				64,723.75	
12/01/2034	846,666.25	816,532.50	30,133.75		21,048.50
06/01/2035	845,977.50	810,800.00	35,177.50		24,244.24
06/30/2035				65,311.25	
	23,613,483.75	22,708,487.72	904,996.03	904,996.03	751,216.00

Savings Summary

PV of savings from cash flow	751,216.00
Plus: Refunding funds on hand	60.39
Net PV Savings	751,276.39

City of Porterville
2021 Ref (2015 COP)(Current ref + Premium)

Savings Summary

PV of savings from cash flow	751,216.00
Plus: Refunding funds on hand	60.39
Net PV Savings	751,276.39

BOND DEBT SERVICE**City of Porterville
2021 Ref (2015 COP)(Current ref + Premium)**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
12/01/2021	565,816	2.700%	192,314.65	758,130.65	
06/01/2022	565,816	2.700%	246,895.57	812,711.57	
06/30/2022					1,570,842.22
12/01/2022	562,777	2.700%	239,257.06	802,034.06	
06/01/2023	562,777	2.700%	231,659.57	794,436.57	
06/30/2023					1,596,470.63
12/01/2023	593,253	2.700%	224,062.08	817,315.08	
06/01/2024	593,253	2.700%	216,053.16	809,306.16	
06/30/2024					1,626,621.24
12/01/2024	610,908	2.700%	208,044.25	818,952.25	
06/01/2025	610,908	2.700%	199,796.99	810,704.99	
06/30/2025					1,629,657.24
12/01/2025	628,122	2.700%	191,549.73	819,671.73	
06/01/2026	628,122	2.700%	183,070.08	811,192.08	
06/30/2026					1,630,863.81
12/01/2026	642,463	2.700%	174,590.44	817,053.44	
06/01/2027	642,463	2.700%	165,917.19	808,380.19	
06/30/2027					1,625,433.63
12/01/2027	661,404	2.700%	157,243.94	818,647.94	
06/01/2028	661,404	2.700%	148,314.98	809,718.98	
06/30/2028					1,628,366.92
12/01/2028	679,891	2.700%	139,386.03	819,277.03	
06/01/2029	680,000	2.700%	130,207.50	810,207.50	
06/30/2029					1,629,484.53
12/01/2029	695,000	2.700%	121,027.50	816,027.50	
06/01/2030	700,000	2.700%	111,645.00	811,645.00	
06/30/2030					1,627,672.50
12/01/2030	715,000	2.700%	102,195.00	817,195.00	
06/01/2031	720,000	2.700%	92,542.50	812,542.50	
06/30/2031					1,629,737.50
12/01/2031	730,000	2.700%	82,822.50	812,822.50	
06/01/2032	740,000	2.700%	72,967.50	812,967.50	
06/30/2032					1,625,790.00
12/01/2032	760,000	2.700%	62,977.50	822,977.50	
06/01/2033	755,000	2.700%	52,717.50	807,717.50	
06/30/2033					1,630,695.00
12/01/2033	780,000	2.700%	42,525.00	822,525.00	
06/01/2034	775,000	2.700%	31,995.00	806,995.00	
06/30/2034					1,629,520.00
12/01/2034	795,000	2.700%	21,532.50	816,532.50	
06/01/2035	800,000	2.700%	10,800.00	810,800.00	
06/30/2035					1,627,332.50
	18,854,377		3,854,110.72	22,708,487.72	22,708,487.72

BOND DEBT SERVICE**City of Porterville
2021 Ref (2015 COP)(Current ref + Premium)**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
12/01/2021	565,816	2.700%	192,314.65	758,130.65	
06/01/2022	565,816	2.700%	246,895.57	812,711.57	
06/30/2022					1,570,842.22
12/01/2022	562,777	2.700%	239,257.06	802,034.06	
06/01/2023	562,777	2.700%	231,659.57	794,436.57	
06/30/2023					1,596,470.63
12/01/2023	593,253	2.700%	224,062.08	817,315.08	
06/01/2024	593,253	2.700%	216,053.16	809,306.16	
06/30/2024					1,626,621.24
12/01/2024	610,908	2.700%	208,044.25	818,952.25	
06/01/2025	610,908	2.700%	199,796.99	810,704.99	
06/30/2025					1,629,657.24
12/01/2025	628,122	2.700%	191,549.73	819,671.73	
06/01/2026	628,122	2.700%	183,070.08	811,192.08	
06/30/2026					1,630,863.81
12/01/2026	642,463	2.700%	174,590.44	817,053.44	
06/01/2027	642,463	2.700%	165,917.19	808,380.19	
06/30/2027					1,625,433.63
12/01/2027	661,404	2.700%	157,243.94	818,647.94	
06/01/2028	661,404	2.700%	148,314.98	809,718.98	
06/30/2028					1,628,366.92
12/01/2028	679,891	2.700%	139,386.03	819,277.03	
06/01/2029	680,000	2.700%	130,207.50	810,207.50	
06/30/2029					1,629,484.53
12/01/2029	695,000	2.700%	121,027.50	816,027.50	
06/01/2030	700,000	2.700%	111,645.00	811,645.00	
06/30/2030					1,627,672.50
12/01/2030	715,000	2.700%	102,195.00	817,195.00	
06/01/2031	720,000	2.700%	92,542.50	812,542.50	
06/30/2031					1,629,737.50
12/01/2031	730,000	2.700%	82,822.50	812,822.50	
06/01/2032	740,000	2.700%	72,967.50	812,967.50	
06/30/2032					1,625,790.00
12/01/2032	760,000	2.700%	62,977.50	822,977.50	
06/01/2033	755,000	2.700%	52,717.50	807,717.50	
06/30/2033					1,630,695.00
12/01/2033	780,000	2.700%	42,525.00	822,525.00	
06/01/2034	775,000	2.700%	31,995.00	806,995.00	
06/30/2034					1,629,520.00
12/01/2034	795,000	2.700%	21,532.50	816,532.50	
06/01/2035	800,000	2.700%	10,800.00	810,800.00	
06/30/2035					1,627,332.50
	18,854,377		3,854,110.72	22,708,487.72	22,708,487.72

PRIOR BOND DEBT SERVICE

City of Porterville
2021 Ref (2015 COP)(Current ref + Premium)

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
12/01/2021	470,000	3.850%	348,521.25	818,521.25	
06/01/2022	475,000	3.850%	339,473.75	814,473.75	
06/30/2022					1,632,995.00
12/01/2022	485,000	3.850%	330,330.00	815,330.00	
06/01/2023	525,000	3.850%	320,993.75	845,993.75	
06/30/2023					1,661,323.75
12/01/2023	535,000	3.850%	310,887.50	845,887.50	
06/01/2024	545,000	3.850%	300,588.75	845,588.75	
06/30/2024					1,691,476.25
12/01/2024	555,000	3.850%	290,097.50	845,097.50	
06/01/2025	570,000	3.850%	279,413.75	849,413.75	
06/30/2025					1,694,511.25
12/01/2025	580,000	3.850%	268,441.25	848,441.25	
06/01/2026	590,000	3.850%	257,276.25	847,276.25	
06/30/2026					1,695,717.50
12/01/2026	600,000	3.850%	245,918.75	845,918.75	
06/01/2027	610,000	3.850%	234,368.75	844,368.75	
06/30/2027					1,690,287.50
12/01/2027	625,000	3.850%	222,626.25	847,626.25	
06/01/2028	635,000	3.850%	210,595.00	845,595.00	
06/30/2028					1,693,221.25
12/01/2028	650,000	3.850%	198,371.25	848,371.25	
06/01/2029	660,000	3.850%	185,858.75	845,858.75	
06/30/2029					1,694,230.00
12/01/2029	675,000	3.850%	173,153.75	848,153.75	
06/01/2030	685,000	3.850%	160,160.00	845,160.00	
06/30/2030					1,693,313.75
12/01/2030	700,000	3.850%	146,973.75	846,973.75	
06/01/2031	715,000	3.850%	133,498.75	848,498.75	
06/30/2031					1,695,472.50
12/01/2031	725,000	3.850%	119,735.00	844,735.00	
06/01/2032	740,000	3.850%	105,778.75	845,778.75	
06/30/2032					1,690,513.75
12/01/2032	755,000	3.850%	91,533.75	846,533.75	
06/01/2033	770,000	3.850%	77,000.00	847,000.00	
06/30/2033					1,693,533.75
12/01/2033	785,000	3.850%	62,177.50	847,177.50	
06/01/2034	800,000	3.850%	47,066.25	847,066.25	
06/30/2034					1,694,243.75
12/01/2034	815,000	3.850%	31,666.25	846,666.25	
06/01/2035	830,000	3.850%	15,977.50	845,977.50	
06/30/2035					1,692,643.75
	18,105,000		5,508,483.75	23,613,483.75	23,613,483.75

BOND SUMMARY STATISTICS**City of Porterville
2021 Ref (2015 COP)(Current ref + Premium)**

Dated Date	07/15/2021
Delivery Date	07/15/2021
Last Maturity	06/01/2035
Arbitrage Yield	2.700250%
True Interest Cost (TIC)	2.700250%
Net Interest Cost (NIC)	2.700000%
All-In TIC	2.944737%
Average Coupon	2.700000%
Average Life (years)	7.571
Duration of Issue (years)	6.718
Par Amount	18,854,377.00
Bond Proceeds	18,854,377.00
Total Interest	3,854,110.72
Net Interest	3,854,110.72
Total Debt Service	22,708,487.72
Maximum Annual Debt Service	1,630,863.81
Average Annual Debt Service	1,636,320.17
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	18,854,377.00	100.000	2.700%	7.571
	18,854,377.00			7.571

	TIC	All-In TIC	Arbitrage Yield
Par Value	18,854,377.00	18,854,377.00	18,854,377.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(125,000.00)	
- Other Amounts		(177,022.53)	
Target Value	18,854,377.00	18,552,354.47	18,854,377.00
Target Date	07/15/2021	07/15/2021	07/15/2021
Yield	2.700250%	2.944737%	2.700250%

BOND PRICING

City of Porterville
2021 Ref (2015 COP)(Current ref + Premium)

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Bond Component:					
	12/01/2021	565,816	2.700%	2.700%	100.000
	06/01/2022	565,816	2.700%	2.700%	100.000
	12/01/2022	562,777	2.700%	2.700%	100.000
	06/01/2023	562,777	2.700%	2.700%	100.000
	12/01/2023	593,253	2.700%	2.700%	100.000
	06/01/2024	593,253	2.700%	2.700%	100.000
	12/01/2024	610,908	2.700%	2.700%	100.000
	06/01/2025	610,908	2.700%	2.700%	100.000
	12/01/2025	628,122	2.700%	2.700%	100.000
	06/01/2026	628,122	2.700%	2.700%	100.000
	12/01/2026	642,463	2.700%	2.700%	100.000
	06/01/2027	642,463	2.700%	2.700%	100.000
	12/01/2027	661,404	2.700%	2.700%	100.000
	06/01/2028	661,404	2.700%	2.700%	100.000
	12/01/2028	679,891	2.700%	2.700%	100.000
	06/01/2029	680,000	2.700%	2.700%	100.000
	12/01/2029	695,000	2.700%	2.700%	100.000
	06/01/2030	700,000	2.700%	2.700%	100.000
	12/01/2030	715,000	2.700%	2.700%	100.000
	06/01/2031	720,000	2.700%	2.700%	100.000
	12/01/2031	730,000	2.700%	2.700%	100.000
	06/01/2032	740,000	2.700%	2.700%	100.000
	12/01/2032	760,000	2.700%	2.700%	100.000
	06/01/2033	755,000	2.700%	2.700%	100.000
	12/01/2033	780,000	2.700%	2.700%	100.000
	06/01/2034	775,000	2.700%	2.700%	100.000
	12/01/2034	795,000	2.700%	2.700%	100.000
	06/01/2035	800,000	2.700%	2.700%	100.000
		18,854,377			

Dated Date	07/15/2021	
Delivery Date	07/15/2021	
First Coupon	12/01/2021	
Par Amount	18,854,377.00	
Original Issue Discount		
Production	18,854,377.00	100.000000%
Underwriter's Discount		
Purchase Price	18,854,377.00	100.000000%
Accrued Interest		
Net Proceeds	18,854,377.00	

ESCROW REQUIREMENTS**City of Porterville
2021 Ref (2015 COP)(Current ref + Premium)**

<i>Period Ending</i>	<i>Interest</i>	<i>Principal Redeemed</i>	<i>Redemption Premium</i>	<i>Total</i>
07/15/2021	85,194.08	18,105,000.00	362,100.00	18,552,294.08
	85,194.08	18,105,000.00	362,100.00	18,552,294.08

ESCROW COST

City of Porterville
2021 Ref (2015 COP)(Current ref + Premium)

<i>Purchase Date</i>	<i>Cost of Securities</i>	<i>Cash Deposit</i>	<i>Total Escrow Cost</i>
07/15/2021		18,552,294.08	18,552,294.08
	0	18,552,294.08	18,552,294.08

ESCROW SUFFICIENCY

City of Porterville
2021 Ref (2015 COP)(Current ref + Premium)

<i>Date</i>	<i>Escrow Requirement</i>	<i>Net Escrow Receipts</i>	<i>Excess Receipts</i>	<i>Excess Balance</i>
07/15/2021	18,552,294.08	18,552,294.08		
	18,552,294.08	18,552,294.08	0.00	

COST OF ISSUANCE

City of Porterville
2021 Ref (2015 COP)(Current ref + Premium)

<i>Cost of Issuance</i>	<i>\$/1000</i>	<i>Amount</i>
MA	1.32595	25,000.00
BC	2.38671	45,000.00
PA	1.06076	20,000.00
Title Insurance	0.79557	15,000.00
Misc	1.06076	20,000.00
	6.62976	125,000.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
APPROVING THE FORM AND AUTHORIZING AND DIRECTING THE
EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION
WITH THE SALE OF CERTIFICATES OF PARTICIPATION RELATING THERETO
TO REFUND THE OUTSTANDING CITY OF PORTERVILLE CERTIFICATES OF
PARTICIPATION (2015 REFINANCING PROJECT) AND AUTHORIZING AND
DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the City Council (the "Council") of the City of Porterville (the
"City"), as follows:

WHEREAS, the City has previously caused the execution and delivery of
Certificates of Participation (2015 Refinancing Project) (the "2015 Certificates") to
refinance the construction of capital improvements throughout the geographic
boundaries of the City (the "Project");

WHEREAS, principal and interest payments with respect to the 2015 Certificates
are payable with lease payments made by the City from its general fund under a Lease
Agreement, dated as of June 1, 2015 by and between the Porterville Public
Improvement Corporation (the "Corporation") and the City (the "2015 Lease
Agreement");

WHEREAS, the current principal balance of the 2015 Certificates is \$18,105,000;

WHEREAS, the City has determined that, due to prevailing financial market
conditions and for other reasons, it is in the best interests of the City to refinance its
obligations to make lease payments with respect to the Project and to provide for the
current refunding of the 2015 Certificates;

WHEREAS, it is in the public interest and for the public benefit that the City
authorize and direct execution of the Lease Agreement (hereinafter defined) and certain
other financing documents in connection therewith;

WHEREAS, the documents below specified shall be filed with the City and the
members of the Council, and the aid of its staff, shall review said documents; and

WHEREAS, pursuant to Section 5852.1 of the Government Code, which became effective on January 1, 2018 by the enactment of Senate Bill 450, certain information relating to the Certificates is set forth in Exhibit A attached to this Resolution, as such information is hereby disclosed and made public;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. Certificates of Participation (2021 Refinancing Project) (the "Certificates") are hereby authorized to be executed and delivered pursuant to the provisions of the Trust Agreement, as hereinafter defined, to refinance the City's obligations to make lease payments with respect to the Project and to provide for the current refunding of the 2015 Certificates.

Section 2. The below-enumerated documents, in the forms on file with the City Clerk, be and are hereby approved, and the Mayor, the City Manager, the Finance Director or the assignee of any such official (each, a "Designated Officer"), are hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such officials:

- (a) a site and facility lease, by and between the City, as lessor, and the Corporation, as lessee, pursuant to which the City will lease certain property and improvements (the "Property") to the Corporation, for the purpose of leasing the Property back to the City pursuant to the Lease Agreement;
- (b) a lease agreement relating to the Property, between the Corporation, as lessor, and the City, as lessee (the "Lease Agreement"), so long as (a) the final maturity date of the Lease Agreement is not later than June 1, 2035, and (b) the refunding of the 2015 Certificates produces present value savings of not less than three percent (3%) as compared to the 2015 Certificates;
- (c) a trust agreement, by and among the Corporation, the City and U.S. Bank National Association, as trustee, relating to the execution and delivery of the Certificates (the "Trust Agreement"); and
- (d) a termination agreement, by and among the City, the Porterville Public Financing Authority and the Trustee to provide for the termination of the documents recorded against the City's property relating to the 2015 Certificates.

Section 3. A commitment agreement, by and between Capital One Public Funding LLC (the "Original Owner") and the City, relating to the purchase by the Original Owner of the Certificates, in the form on file with the Clerk of the Board, be and is hereby approved, and any Designated Officer is hereby authorized and directed to

execute said document, with such changes, insertions and omissions as may be approved by such official.

Section 4. The Designated Officers are hereby authorized and directed to solicit proposals for municipal bond insurance and/or a reserve fund surety policy for the Certificates. Any Designated Officer is hereby authorized to determine if such municipal bond insurance and/or reserve fund surety policy is financially advantageous to the City and, if it is determined that such municipal bond insurance and/or reserve fund surety policy is financially advantageous to the City and commitments therefor are received, any Designated Officer is hereby authorized to accept such commitments and to revise the legal documents as may be appropriate to provide for such municipal bond insurance and/or reserve fund surety policy.

Section 5. Wulff, Hansen & Co. is hereby designated as municipal advisor to the City in connection with the financing. The City Manager is hereby authorized and directed to negotiate an appropriate fee for the services of such firm, with compensation to such firm to be paid from the proceeds of the Certificates.

Quint & Thimmig LLP is hereby designated as bond counsel to the City in connection with the financing. The City Manager is hereby authorized and directed to negotiate an appropriate fee for the services of such firm, with compensation to such firm to be paid from the proceeds of the Certificates.

Oppenheimer & Co., Inc. is hereby designated as placement agent to the City in connection with the financing. The City Manager is hereby authorized and directed to negotiate an appropriate fee for the services of such firm, with compensation to such firm to be paid from the proceeds of the Certificates.

Section 6. The Mayor, the City Manager, the Finance Director, the City Clerk and all other appropriate officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this Resolution and the financing herein authorized.

Section 7. This Resolution shall take effect upon its adoption by the Council.

Section 8. The Clerk of the Board shall certify to the adoption of this Resolution and provide for appropriate distribution thereof.

PASSED, APPROVED, AND ADOPTED this 15th day of June, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT A

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by the City's municipal advisor which has been represented to have been provided in good faith:

(A) True Interest Cost of the Certificates: 2.700%

(B) Finance Charges: \$302,082.92

(C) Net Proceeds to be Received: \$18,552,294.08
(net of finance charges)

(D) Total Payment Amount through Maturity: \$22,708,487.72

The foregoing estimates constitute good faith estimates only.

The principal amount of the Certificates, the true interest cost of the Certificates, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Certificates being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Certificates sold being different from the estimated amount used for purposes of such estimates, (c) the actual amortization of the Certificates being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Certificates being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of sale of the Certificates and the actual principal amount of Certificates sold will be determined by the City based on the timing of the need for proceeds of the Certificates and other factors. The actual interest rates with respect to the Certificates will depend on market interest rates at the time of sale thereof. The actual amortization of the Certificates will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

RESOLUTION NO. _____

A RESOLUTION OF THE PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, APPROVING THE FORM AND AUTHORIZING AND DIRECTING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE SALE OF CERTIFICATES OF PARTICIPATION RELATING THERETO TO REFUND THE OUTSTANDING CITY OF PORTERVILLE CERTIFICATES OF PARTICIPATION (2015 REFINANCING PROJECT) AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the Board of Directors (the "Board") of the Porterville Public Improvement Corporation (the "Corporation"), as follows:

WHEREAS, the City of Porterville (the "City") has previously caused the execution and delivery of Certificates of Participation (2015 Refinancing Project) (the "2015 Certificates") to refinance the construction of capital improvements throughout the geographic boundaries of the City (the "Project");

WHEREAS, principal and interest payments with respect to the 2015 Certificates are payable with lease payments made by the City from its general fund under a Lease Agreement, dated as of June 1, 2015 by and between the Porterville Public Improvement Corporation (the "Corporation") and the City (the "2015 Lease Agreement");

WHEREAS, the current principal balance of the 2015 Certificates is \$18,105,000;

WHEREAS, the City has determined that, due to prevailing financial market conditions and for other reasons, it is in the best interests of the City to refinance its obligations to make lease payments with respect to the Project and to provide for the current refunding of the 2015 Certificates;

WHEREAS, it is in the public interest and for the public benefit that the City authorize and direct execution of the Lease Agreement (hereinafter defined) and certain other financing documents in connection therewith; and

WHEREAS, the documents below specified shall be filed with the City and the members of the Board, and the aid of its staff, shall review said documents;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. Certificates of Participation (2021 Refinancing Project) (the "Certificates") are hereby authorized to be executed and delivered pursuant to the provisions of the Trust Agreement, as hereinafter defined.

Section 2. The below-enumerated documents, in the forms on file with the Secretary, be and are hereby approved, and the Chair, the Executive Director, the Chief Financial Officer or the designee of any such official, is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by such official:

- (a) a site and facility lease, by and between the City, as lessor, and the Corporation, as lessee, pursuant to which the City will lease certain property and improvements (the "Property") to the Corporation;
- (b) a lease agreement, between the Corporation, as lessor, and the City, as lessee (the "Lease Agreement"), pursuant to which the Corporation will lease the Property back to the City;
- (c) an assignment agreement, by and between the Corporation and U.S. Bank National Association, as trustee (the "Trustee"), pursuant to which the Corporation will assign certain of its rights under the Lease Agreement, including its right to receive lease payments thereunder, to the Trustee;
- (d) a trust agreement, by and among the Corporation, the City and the Trustee, relating to the financing and the execution and delivery of the Certificates evidencing the direct, undivided, fractional interests of the owners thereof in lease payments to be made by the City under the Lease Agreement; and
- (e) a termination agreement, by and among the City, the Porterville Public Financing Authority and the Trustee to provide for the termination of the documents recorded against the City's property relating to the 2015 Certificates.

Section 3. The Chair, the Executive Director, the Treasurer, the Secretary, any deputy to the Secretary and all other appropriate officials of the Corporation are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the purposes of this Resolution and the financing herein authorized.

Section 4. This Resolution shall take effect upon its adoption by the Board.

PASSED, APPROVED, AND ADOPTED this 15th day of June, 2021.

Adrian Monte Reyes, Chair

ATTEST:

John D. Lollis, Executive Director

By: _____
Patrice Hildreth, Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE PORTERVILLE PUBLIC FINANCING AUTHORITY,
APPROVING THE FORM AND AUTHORIZING AND DIRECTING THE
EXECUTION OF A TERMINATION AGREEMENT IN CONNECTION WITH THE
REFUNDING OF THE OUTSTANDING CITY OF PORTERVILLE CERTIFICATES
OF PARTICIPATION (2015 REFINANCING PROJECT) AND AUTHORIZING AND
DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the Board of Directors (the "Board") of the Porterville Public
Financing Authority (the "Authority"), as follows:

WHEREAS, the City of Porterville (the "City") has previously caused the
execution and delivery of Certificates of Participation (2015 Refinancing Project) (the
"2015 Certificates") to refinance the acquisition of certain real property for future use by
the City (the "Property");

WHEREAS, principal and interest payments with respect to the 2015 Certificates
are payable with lease payments made by the City from its general fund under a Lease
Agreement, dated as of June 1, 2015 by and between the Authority and the City (the
"2015 Lease Agreement");

WHEREAS, the City has determined at this time, due to prevailing financial
market conditions and for other reasons, to prepay the 2015 Lease Agreement and to
refund the 2015 Certificates;

WHEREAS, it is in the public interest and for the public benefit that the Authority
authorize and direct execution of a termination agreement (the "Termination
Agreement"), by and among the Authority, the City and U.S. Bank National Association,
as trustee for the 2015 Certificates; and

WHEREAS, the documents below specified have been filed with the Authority
and the members of its Board, and the aid of its staff, have reviewed said documents;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The Termination Agreement, in the form on file with the Secretary, be
and is hereby approved, and the Chair, the Executive Director or the Treasurer or the

designee thereof (each, a "Designated Officer"), are hereby individually authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by such officials.

Section 2. The Chair, the Executive Director, the Treasurer, the Secretary and all other appropriate officials of the Authority are hereby authorized and directed to execute such other agreements, documents and certificates and to take such other actions as may be necessary to effect the purposes of this Resolution and the financing herein authorized.

Section 3. This Resolution shall take effect upon its adoption by the Authority.

PASSED, APPROVED, AND ADOPTED this 15th day of June, 2021.

Adrian Monte Reyes, Chair

ATTEST:

John D. Lollis, Executive Director

By: _____
Patrice Hildreth, Secretary

AFTER RECORDATION PLEASE RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

Dated as of July 1, 2021

by and between the

CITY OF PORTERVILLE, as Lessor

and the

PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, as Lessee

Relating to:
\$18,854,377
CERTIFICATES OF PARTICIPATION
(2021 Refinancing Project)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
CITY OF PORTERVILLE, CALIFORNIA
As the Rental for Certain Property Pursuant to a Lease Agreement
with the Porterville Public Improvement Corporation

SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (this "Site and Facility Lease"), dated as of July 1, 2021, is by and between the CITY OF PORTERVILLE, a municipal corporation and chartered city, duly organized and existing under and by virtue of the laws of the State of California, as lessor (the "City"), and the PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, a nonprofit, public benefit corporation organized and existing under the laws of the State of California, as lessee (the "Corporation");

WITNESSETH:

WHEREAS, the Corporation intends to assist the City to provide for the redemption of the City's outstanding Certificates of Participation (2015 Refinancing Project) (the "2015 Certificates"), by leasing certain land and improvements to the City pursuant to a Lease Agreement, dated as of July 1, 2021, a memorandum of which is recorded concurrently herewith (the "Lease Agreement"); and

WHEREAS, the City proposes to enter into this Site and Facility Lease with the Corporation as a material consideration for the Corporation's agreement to lease such land and improvements to the City;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, in this Site and Facility Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site and Facility Lease. The City hereby leases to the Corporation and the Corporation hereby leases from the City, on the terms and conditions hereinafter set forth, those certain parcels of real property situated in Tulare County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements on the Site more particularly described in Exhibit B attached hereto and made a part hereof (collectively, the "Facility").

Section 3. Term. The term of this Site and Facility Lease shall commence on the date of recordation of this Site and Facility Lease in the Office of the County Recorder of Tulare County, State of California, and shall end on June 1, 2035, unless such term is extended or sooner terminated as hereinafter provided. If, on June 1, 2035, the aggregate amount of Lease Payments (as defined in and as payable under the Lease Agreement) shall not have been paid, or provision shall not have been made for their payment, then the term of this Site and Facility Lease shall be extended until such Lease Payments or Additional Payments (as defined in the Lease Agreement), if any, shall be fully paid or provision made for such payment. If, prior to June 1, 2035, all Lease Payments shall be fully paid or provision made for such payment in accordance with Section 4.4 or 10.1 of the Lease Agreement, the term of this Site and Facility Lease shall end.

Notwithstanding the foregoing, the term of this Site and Facility Lease shall not end so long as any amounts are owed to the Municipal Bond Insurer with respect to the Municipal Bond Insurance Policy, the Reserve Policy or the Insurance Agreement (as such capitalized terms are defined in the Lease Agreement).

Section 4. Advance Rental Payment. The City agrees to lease the Site and the Facility to the Corporation in consideration of the payment by the Corporation of an advance rental

payment of eighteen million eight hundred fifty-four thousand three hundred seventy-seven dollars (\$18,854,377). The City and the Corporation agree that by reason of the sale of the Certificates and deposit of proceeds pursuant to the provisions of the Trust Agreement, dated as of July 1, 2021, by and among the City, the Corporation and U.S. Bank National Association, as trustee thereunder (the "Trust Agreement"), the advance rental payment referenced in the preceding sentence shall be deemed to have been paid.

Section 5. Purpose. The Corporation shall use the Site and the Facility solely for the purpose of leasing the Site and the Facility to the City pursuant to the Lease Agreement and for such purposes as may be incidental thereto; *provided, however*, that in the event of default by the City under the Lease Agreement, the Corporation and its assigns may exercise the remedies provided in the Lease Agreement.

Section 6. County's Interest in the Site and the Facility. The City covenants that it is the owner in fee of the Site and the Facility.

Section 7. Assignments and Subleases. Unless the City shall be in default under the Lease Agreement, the Corporation may not assign its rights under this Site and Facility Lease or sublet the Site or the Facility, except as provided in the Lease Agreement, without the prior written consent of the District and the Municipal Bond Insurer.

Section 8. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Site and the Facility at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 9. Termination. The Corporation agrees, upon the termination of this Site and Facility Lease, to quit and surrender the Site and the Facility in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and agrees that any permanent improvements and structures existing upon the Site at the time of the termination of this Site and Facility Lease shall remain thereon and title thereto shall vest in the County. No termination, assignment (other than to the Trustee in accordance with the Assignment Agreement), transfer, release, disposition or sublease of this Site and Facility Lease, the Property or any portion thereof shall be permitted without the prior written consent of the Municipal Bond Insurer.

Section 10. Default. In the event the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site and Facility Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Corporation, the City may exercise any and all remedies granted by law, except that no merger of this Site and Facility Lease and of the Lease Agreement shall be deemed to occur as a result thereof and the City shall have no right to terminate this Site and Facility Lease as a remedy for such default; *provided, however*, that so long as any Certificates are Outstanding and unpaid in accordance with the terms thereof, the Lease Payments assigned by the Corporation to the Trustee under the Assignment Agreement shall continue to be paid to the Trustee.

Section 11. Quiet Enjoyment. The Corporation, at all times during the term of this Site and Facility Lease, shall peaceably and quietly have, hold and enjoy all of the Site subject to the provisions of the Lease Agreement and the Trust Agreement.

Section 12. Waiver of Personal Liability. All liabilities under this Site and Facility Lease on the part of the Corporation are solely liabilities of the Corporation and the City hereby releases each and every, member, director, officer, employee and agent of the Corporation of and from any personal or individual liability under this Site and Facility Lease. No member,

director, officer, employee or agent of the Corporation shall at any time or under any circumstances be individually or personally liable under this Site and Facility Lease for anything done or omitted to be done by the Corporation hereunder.

Section 13. Taxes. All assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site and the Facility (including both land and improvements) will be paid in accordance with the Lease Agreement.

Section 14. Eminent Domain. In the event the whole or any part of the Site or the Facility thereon is taken by eminent domain proceedings, the interest of the Corporation shall be recognized and is hereby determined to be the amount of the then unpaid Certificates including the unpaid principal and interest with respect to any then outstanding Certificates and, subject to the provisions of the Lease Agreement, the balance of the award, if any, shall be paid to the City.

Section 15. Use of the Proceeds. The City and the Corporation hereby agree that the lease to the Corporation of the City's right and interest in the Site and the Facility pursuant to Section 1 serves the public purposes of the City by providing funds to enable the City to redeem the 2015 Certificates.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site and Facility Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site and Facility Lease shall be affected thereby, and each provision of this Site and Facility Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered mail, return receipt requested, postage prepaid, and, if to the City, addressed to the City in care of the City Manager, City of Porterville, 291 North Main Street, Porterville, CA 93257, or if to the Corporation, addressed to the Corporation in care of the City Manager of the City, City of Porterville, 291 North Main Street, Porterville, CA 93257, if to the Municipal Bond Insurer, addressed to Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No_____/Reserve Policy No. _____, Telephone: (212) 235-2500, Fax: (212) 235-1542, email: notices@buildamerica.com, or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 18. Binding Effect. This Site and Facility Lease shall inure to the benefit of and shall be binding upon the City and the Corporation and their respective successors and assigns. The Municipal Bond Insurer shall be deemed to be a third party beneficiary of this Site and Facility Lease.

Section 19. Amendment. This Site and Facility Lease may not be amended except as permitted under Section ____ of the Trust Agreement. Any amendment, modification or supplement to this Site and Facility Lease shall be subject to the prior written consent of the Municipal Bond Insurer.

Section 20. The Municipal Bond Insurer as Third Party Beneficiary. The Municipal Bond Insurer is explicitly recognized as being a third party beneficiary hereunder and may enforce any right, remedy or claim conferred, given or granted hereunder.

Section 21. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site and Facility Lease.

Section 22. Applicable Law. This Site and Facility Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 23. Execution in Counterparts. This Site and Facility Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Corporation have caused this Site and Facility Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF PORTERVILLE

By _____
John D. Lollis
City Manager

PORTERVILLE PUBLIC IMPROVEMENT
CORPORATION

By _____
John D. Lollis
Executive Director

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A
DESCRIPTION OF THE SITE

All that certain real property situated in Tulare County, State of California, described as follows:

PARCEL 1: (POLICE STATION)

THE EAST 65 FEET OF THE NORTH 47 FEET OF LOT 1 IN BLOCK 7 OF B. HOCKETT'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 2: (POLICE STATION)

THE WEST 45 FEET OF LOT 1 AND THE NORTH 20 FEET OF THE WEST 45 FEET OF LOT 2 IN BLOCK 7 OF B. HOCKETT'S ADDITION TO PORTERVILLE, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 3: (POLICE STATION)

THOSE PORTIONS OF LOT 1 AND 2 IN BLOCK 7 OF B. HOCKETT'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 47 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST 65 FEET; THENCE SOUTH 33 FEET; THENCE EAST 65 FEET; THENCE NORTH 33 FEET TO THE POINT OF BEGINNING.

APN: PORTION OF 252-176-008

PARCEL 4: (POLICE STATION)

THE SOUTH 40 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4 IN BLOCK 7 OF B. HOCKETT'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 5: (POLICE STATION)

LOTS 3, 4, 5 AND 6 IN BLOCK 3 OF HOCKETT AND PARKHURST NORTH EXTENSION TO THE CITY OF PORTERVILLE, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 5 OF MAPS, PAGE 53, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 6: (POLICE STATION)

LOTS 1 AND 2 IN BLOCK 3 OF HOCKETT AND PARKHURST NORTH EXTENSION OF PORTERVILLE, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 5 OF MAPS, PAGE 53, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 7: (POLICE STATION)

LOTS 7 AND 8 IN BLOCK 3 OF HOCKETT AND PARKHURST NORTH EXTENSION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 5 OF MAPS, PAGE 53, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 8: (FIRE STATION #2 AND CORPORATION YARD)

LOTS 75 AND 78 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, SUBDIVISION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 34 OF MAPS, TULARE COUNTY RECORDS.

EXCEPTING THE WEST 40 FEET OF SAID LOT 75.

MEMO: BY ORDER OF BOARD OF SUPERVISORS OF TULARE COUNTY, THE EAST 10 FEET AND THE WEST 10 FEET OF GRAND AVENUE LYING BETWEEN LOTS 78 AND 79 WAS ABANDONED.

APN: 251-360-001

PARCEL 9: (CITY HALL)

LOTS 1, 2, 3 AND 4 IN BLOCK 2 OF PIONEER AND MURPHY'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 4 OF MAPS, PAGE 29, TULARE COUNTY RECORDS.

NOTE: BY ORDER OF THE CITY OF PORTERVILLE THAT PORTION OF DIVISION STREET LYING ALONG THE WEST LINE OF BLOCK 2 WAS ABANDONED BY RESOLUTIONS RECORDED JUNE 12, 1956 IN BOOK 1929, PAGE 318 AND NOVEMBER 26, 1979 IN BOOK 3717, PAGE 650, OFFICIAL RECORDS.

APN: 253-191-001

PARCEL 10: (CENTENNIAL PLAZA)

LOTS 6, 7 AND 8 OF BLOCK 7 OF PIONEER & MURPHY'S ADDITION IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN VOLUME 4 OF MAPS AT PAGE 29, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 253-192-05

PARCEL 11: (PUBLIC SAFETY FACILITY)

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Facility consists of:

1. **City Hall**, located at 291 North Main Street in Porterville. Constructed in 1968 and renovated in 1990. Total square footage is 25,908.
2. **Police Station**, located at 350 North D Street in Porterville. Constructed in 1988. Total square footage is 16,300.
3. **Fire Station No. 2**, located at 500 North Newcomb Street in Porterville. Constructed in 1991. Total square footage is 4,830.
4. **Corporation Yard**, located at 555 North Prospect Street in Porterville. Constructed in 1980 and renovated in 1988, 1990 and 2007. Total square footage is 26,180.
5. **Centennial Plaza**, located at 298 North Main Street in Porterville. Constructed in 2006. Total square footage is 13,219.
6. **Public Safety Facility**, located at 980 South Jaye Street in Porterville. Constructed in 2016. Total square footage is 13,000.

LEASE AGREEMENT

Dated as of July 1, 2021

by and between the

PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, as Lessor

and the

CITY OF PORTERVILLE, as Lessee

Relating to:
\$18,854,377
CERTIFICATES OF PARTICIPATION
(2021 Refinancing Project)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
CITY OF PORTERVILLE, CALIFORNIA
As the Rental for Certain Property Pursuant to a Lease Agreement
with the Porterville Public Improvement Corporation

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EXHIBIT A: DESCRIPTION OF THE SITE

EXHIBIT B: DESCRIPTION OF THE FACILITY
EXHIBIT C: SCHEDULE OF LEASE PAYMENTS

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease Agreement"), dated for convenience as of July 1, 2021, by and between the PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, a nonprofit, public benefit corporation organized and existing under the laws of the State of California, as lessor (the "Corporation"), and the CITY OF PORTERVILLE, a municipal corporation and chartered city, duly organized and existing under and by virtue of the laws of the State of California, as lessee (the "City");

WITNESSETH:

WHEREAS, pursuant to that certain Site and Facility Lease, dated as of July 1, 2021 (the "Site and Facility Lease"), the City has leased those certain parcels of real property situated in Tulare County, State of California, more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), to the Corporation, all for the purpose of enabling the City to (a) redeem the City's outstanding Certificates of Participation (2015 Refinancing Project) (the "2015 Certificates");

WHEREAS, the Corporation proposes to lease the Property to the City pursuant to this Lease Agreement and to assign its right to receive lease payments under this Lease Agreement (the "Lease Payments"), its right to enforce payment of the Lease Payments and otherwise to enforce its interest and rights under this Lease Agreement in the event of a default hereunder by the City, to U.S. Bank National Association, as trustee (the "Trustee"), pursuant to that certain Assignment Agreement, dated as of July 1, 2021, by and between the Corporation and the Trustee;

WHEREAS, pursuant to that certain Trust Agreement, dated as of July 1, 2021, by and among the City, the Corporation and the Trustee, the Trustee will execute and deliver certificates of participation (the "Certificates") in the Lease Payments; and

WHEREAS, the proceeds of the Certificates, together with other available moneys, will be applied by the City to (a) redeem the 2015 Certificates, (c) purchase a reserve fund municipal bond insurance policy in lieu of cash funding a reserve fund for the Certificates, and (c) pay delivery costs incurred in connection with the execution, delivery and sale of the Certificates;

NOW, THEREFORE, for and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Lease Agreement shall have the respective meanings specified in Section 1.01 of the Trust Agreement, dated as of July 1, 2021, by and among the City, the Corporation and the Trustee.

Section 1.2. Exhibits. The following exhibits are attached to, and by this reference made a part of, this Lease Agreement:

Exhibit A: The description of the Site.

Exhibit B: The description of the Facility.

Exhibit C: The schedule of Lease Payments to be paid by the City hereunder with respect to the Property, showing the Lease Payment Date and amount of each such Lease Payment.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants to the Corporation and the Municipal Bond Insurer as follows:

(a) *Due Organization and Existence*. The City is a political subdivision, duly organized and existing under and by virtue of the laws of the State.

(b) *Authorization*. The laws of the State authorize the City to enter into the Site and Facility Lease, this Lease Agreement and the Trust Agreement and to enter into the transactions contemplated by and to carry out the City's obligations under all of the aforesaid agreements, the City has duly authorized and executed all of the aforesaid agreements and such agreements constitute the legal, valid and binding agreements of the City, enforceable against the City in accordance with their respective terms.

(c) *No Violations*. Neither the execution and delivery of the Site and Facility Lease, this Lease Agreement or the Trust Agreement, the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the City, or upon the Property, except Permitted Encumbrances.

(d) *Execution and Delivery*. The City has duly authorized and executed this Lease Agreement in accordance with all applicable laws.

(e) *Use of the Property*. During the Term of the Lease Agreement, the Property will be used by the City only for the purpose of performing one or more governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

(f) *Essential Facilities*. The Property being leased hereunder is essential to the fulfillment of the City's governmental purposes.

(g) *Encumbrances*. No lien or encumbrance on the Property materially impairs the City's use of the Property for the purposes for which it is, or may reasonably be expected to be, held. The Site and Facility Lease and this Lease Agreement are the only leases that encumber the Property.

(h) *Useful Life*. Each building located on the Property has a remaining useful life that extends to at least June 1, 2045.

(i) *Flooding Risk*. To the best of the City's knowledge, the Property is not located in a "Special Flood Hazard Area" shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map used in connection with the National Flood Insurance Program and has not been subject to material damage from flooding within the last ten (10) years.

(j) *Hazardous Substances*. To the best of the City's knowledge, the Property is free of all Hazardous Substances that would impair the City's use of the Property for the purposes for which it is, or may reasonably be expected to be, held or that will materially adversely affect the

ability of the City to perform its obligations under the Site and Facility Lease and this Lease Agreement.

(k) *No Defaults.* At no time in the last ten (10) years has the City failed to appropriate funds for or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease Agreement, or under any of its bonds, notes, or other debt obligations.

(l) *Value of Leased Property.* The insured value of the Property is in excess of \$19,000,000.

(m) *Financial Condition.* The financial statements of the City for the year ended June 30, 2020, supplied to the Original Owner, (i) were prepared in accordance with generally accepted accounting principles, consistently applied, and (ii) fairly present the City's financial condition as of the date of the statements. Other than as described in such financial statements or otherwise disclosed to the Original Owner or its assignee, there has been no material adverse change in the City's financial condition subsequent to June 30, 2020.

(n) *Financial Obligation Disclosure.* In connection with the City's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by the City pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the City believes it may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system or its successor ("EMMA") notice of its incurrence of its obligations with respect to this Lease Agreement and related documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Lease Agreement and related documents, in each case including a full copy thereof or a description of the material terms thereof (each such posting, an "EMMA Posting"). The City agrees that it shall not file or submit or permit the filing or submission of any EMMA Posting that includes information relating to Capital One Public Funding, LLC ("COPF"), including the following: unredacted sensitive or confidential information about COPF or its affiliates in any portion of an EMMA Posting, address and account information of COPF or any affiliates, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of COPF or its affiliates. The City acknowledges and agrees that COPF and its affiliates are not responsible for the City's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

Section 2.2. Representations, Covenants and Warranties of Corporation. The Corporation represents, covenants and warrants to the City and the Municipal Bond Insurer as follows:

(a) *Due Organization and Existence.* The Corporation is a nonprofit, public benefit corporation, organized and existing under and by virtue of the laws of the State; has power to enter into the Site and Facility Lease, this Lease Agreement, the Assignment Agreement and the Trust Agreement; is possessed of full power to own and hold, improve and equip real and personal property and to lease and sell the same; has duly authorized the execution and delivery of all of the aforesaid agreements and such agreements constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.

(b) *No Encumbrances.* The Corporation will not pledge the Lease Payments or other amounts derived from the Property and from its other rights under this Lease Agreement and

will not mortgage or encumber the Property, except as provided under the terms of this Lease Agreement and the Trust Agreement.

(c) *No Violations.* Neither the execution and delivery of the Site and Facility Lease, this Lease Agreement, the Assignment Agreement or the Trust Agreement, the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Property, except Permitted Encumbrances.

(d) *No Assignments.* Except as provided herein, the Corporation will not assign this Lease Agreement, its right to receive Lease Payments from the City or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

(e) *Execution and Delivery.* The Corporation has duly authorized and executed this Lease Agreement in accordance with all applicable laws.

ARTICLE III

DEPOSIT OF MONEYS

Section 3.1. Deposit of Moneys. On the Closing Date, the Corporation shall cause to be deposited with the Trustee the net proceeds of sale of the Certificates, being the face amount of the Certificates, less the premium for the Municipal Bond Insurance Policy paid by the Original Owner as an accommodation to the City, and less the premium for the Reserve Fund Policy, paid by the Original Owner as an accommodation to the City

Section 3.2. Payment of Delivery Costs. Payment of Delivery Costs shall be made from the moneys deposited in the Delivery Costs Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with Section 3.04 of the Trust Agreement.

ARTICLE IV

AGREEMENT TO LEASE; TERM OF THIS LEASE AGREEMENT; LEASE PAYMENTS

Section 4.1. Lease.

(a) The Corporation hereby leases the Property to the City, and the City hereby leases the Property from the Corporation, upon the terms and conditions set forth in this Lease Agreement.

(b) The leasing of the Property by the City to the Corporation pursuant to the Site and Facility Lease shall not affect or result in a merger of the City's leasehold estate pursuant to this Lease Agreement and its fee estate as lessor under the Site and Facility Lease.

Notwithstanding the foregoing, the Term of the Lease Agreement shall not end so long as any amounts are owed to the Municipal Bond Insurer with respect to the Municipal Bond Insurance Policy or the Reserve Policy.

Section 4.2. Term of Agreement.

(a) The Term of the Lease Agreement shall commence on the Closing Date, and shall end on June 1, 2035, unless such term is extended as hereinafter provided. If, on June 1, 2035, the Trust Agreement shall not be discharged by its terms or if the Lease Payments or Additional Payments, if any, payable hereunder shall have been abated at any time and for any reason, then the Term of the Lease Agreement shall be extended without the need to execute any amendment to this Section 4.2 until there has been deposited with the Trustee an amount sufficient to pay all obligations due under the Lease Agreement, but in no event shall the Term of the Lease Agreement extend beyond June 1, 2045. If, prior to June 1, 2035, the Trust Agreement shall be discharged by its terms, the Term of the Lease Agreement shall thereupon end.

Section 4.3. Possession. The City hereby agrees to accept and take possession of the Property on or prior to the date of recordation of this Lease Agreement. The first Lease Payment shall be due on November 15, 2021.

Section 4.4. Lease Payments.

(a) *Obligation to Pay.* Subject to the provisions of Articles VI and X hereof, the City agrees to pay to the Corporation, its successors and assigns, as rental for the use and occupancy of the Property during each Rental Period, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Exhibit C hereto, to be due and payable on the respective Lease Payment Dates specified in Exhibit C hereto. Any amount held in the Lease Payment Fund on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole pursuant to Article X hereof and other than amounts required for payment of Certificates not yet surrendered) shall be credited towards the Lease Payment then due and payable; and no Lease Payment need be made on any Lease Payment Date if the amounts then held in the Lease Payment Fund are at least equal to the Lease Payment then required to be paid. The Lease Payments for the Property payable in any Rental Period shall be for the use of the Property for such Rental Period.

(b) *Effect of Prepayment.* In the event that the City prepays all remaining Lease Payments and all Additional Payments due under Section 4.7 hereof in full pursuant to Article X hereof,

subject to Section 4.2(b) hereof, the City's obligations under this Lease Agreement shall thereupon cease and terminate including, but not limited to, the City's obligation to pay Lease Payments under this Section 4.4; subject however, to the provisions of Section 10.1 hereof in the case of prepayment by application of a security deposit. In the event that the City optionally prepays the Lease Payments in part but not in whole pursuant to Section 10.2 hereof, such prepayment shall be applied to the principal components of the Lease Payments in inverse order of their payment date. In the event that the City optionally prepays the Lease Payments in part but not in whole pursuant to Section 10.3 hereof as a result of any insurance or condemnation award with respect to any portion of the Property, such prepayment shall be applied *pro rata* to the principal components of the Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments. The interest component of each remaining Lease Payment shall be reduced by the aggregate corresponding amount of interest that would otherwise be payable with respect to the Certificates thereby redeemed pursuant to Sections 4.01(a) or (b), as the case may be, of the Trust Agreement.

(c) *Rate on Overdue Payments.* In the event the City should fail to make any of the payments required in this Section 4.4, the payment in default shall continue as an obligation of the City until the amount in default shall have been fully paid and the City agrees to pay the same with interest thereon, to the extent permitted by law, from the date of default to the date of payment at the rate per annum payable with respect to the Certificates. Such interest, if received, shall be deposited in the Lease Payment Fund or in the Reserve Fund to replenish the Reserve Fund if withdrawals were made therefrom as a result of the default.

(d) *Fair Rental Value.* The Lease Payments for each Rental Period shall constitute the total rental for each such Rental Period and shall be paid by the City in each Rental Period for and in consideration of the right of the use and occupancy and the continued quiet use and enjoyment of the Property during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments for the Property represent the fair rental value of the Property. In making such determination, consideration has been given to the obligations of the parties under this Lease Agreement, the uses and purposes which may be served by the Property and the benefits therefrom which will accrue to the City and the general public.

(e) *Source of Payments; Budget and Appropriation.*

(i) The Lease Payments and Additional Payments shall be payable from any source of available funds of the City, subject to the provisions of Section 6.3. The City covenants to take such action as may be necessary to include all Lease Payments and Additional Payments due hereunder in each of its budgets during the Term of the Lease Agreement and to make the necessary annual appropriations for all such Lease Payments and Additional Payments. The covenants on the part of the City herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such official to enable the City to carry out and perform the covenants and agreements in this Lease Agreement agreed to be carried out and performed by the City. During the Term of the Lease Agreement, the City shall furnish to the Corporation and the Trustee, no later than ten days following the adoption of a budget for the current Fiscal Year, a certificate stating that the Lease Payments and Additional Payments due in that Fiscal Year have been included in the budget approved by the Board for such Fiscal Year.

(ii) If Lease Payments and Additional Payments are subject to abatement, as set forth in Section 6.3 of this Lease Agreement, upon a payment by the Municipal Bond Insurer under the Reserve Fund Policy and/or the Municipal Bond Insurance Policy:

(A) All officers charged with the duty of preparing and submitting the annual budget of the City to the Board are hereby irrevocably directed, following any draw on the Reserve Fund Policy and/or the Municipal Bond Insurance Policy to include in the proposed budget and to request that the Board include in the final approved budget, and thereby appropriate, any amounts necessary to reimburse the Municipal Bond Insurer for all amounts paid under the Reserve Fund Policy and/or the Municipal Bond Insurance Policy, including interest due and any other amounts payable to the Municipal Bond Insurer (collectively, the "Reinstatement Amount"). Such officers shall use their best efforts to obtain such appropriations.

(B) The request for inclusion in the final approved budget and appropriation shall be made in each Fiscal Year so long as reimbursement amounts are owed to the Municipal Bond Insurer. Failure by the officers charged with the duty of preparing and submitting the annual budget of the City to the Board to request such inclusion and appropriation shall constitute an Event of Default under this Lease Agreement and the Municipal Bond Insurer may exercise remedies accordingly.

(C) The decision of the Board as to whether or not to approve and appropriate any Reinstatement Amount in any given Fiscal Year is in the sound discretion of the Board; the failure of the Board to approve and appropriate the Reinstatement Amount in any given Fiscal Year shall not constitute an Event of Default under this Lease Agreement or under the Trust Agreement.

(iii) Once the Lease Payments and Additional Payments are no longer subject to abatement pursuant to Section 6.3 of this Lease Agreement, the terms and provisions of Section 4.4(e)(i) above shall control and the City shall be obligated in accordance with such Section 4.4(e)(i) to pay to the Municipal Bond Insurer all Reinstatement Amounts,

(f) *Assignment.* The City understands and agrees that all Lease Payments and rights and remedies hereunder have been assigned by the Corporation to the Trustee in trust, pursuant to the Assignment Agreement, for the benefit of the Owners of the Certificates, and the City hereby assents to such assignment. The Corporation hereby directs the City, and the City hereby agrees to pay to the Trustee at the Principal Corporate Trust Office, all payments payable by the City pursuant to this Section 4.4 and all amounts payable by the City pursuant to Article X hereof.

Section 4.5. Quiet Enjoyment. During the Term of the Lease Agreement, the Corporation shall provide the City with quiet use and enjoyment of the Property and the City shall, during such Term, peaceably and quietly have and hold and enjoy the Property without suit, trouble or hindrance from the Corporation, except as expressly set forth in this Lease Agreement. The Corporation will, at the request of the City and at the City's cost, join in any legal action in which the City asserts its right to such possession and enjoyment to the extent the Corporation may lawfully do so. Notwithstanding the foregoing, the Corporation shall have the right to inspect the Property as provided in Section 7.2. hereof.

Section 4.6. Title. During the Term of the Lease Agreement, the Corporation shall hold leasehold title to the Property and shall hold fee title to those portions of the Property which are

newly acquired or constructed and any and all additions which comprise fixtures, repairs, replacements or modifications to the Property, except for those fixtures, repairs, replacements or modifications which are added to the Property by the City at its own expense and which may be removed without damaging the Property and except for any items added to the Property by the City pursuant to Section 5.9 hereof.

If the City prepays the Lease Payments in full pursuant to Article X hereof or makes the security deposit permitted by Section 10.1 hereof, or pays all Lease Payments during the Term of the Lease Agreement as the same become due and payable, subject to Section 4.2(b) hereof, and pays Additional Payments, if any, all right, title and interest of the Corporation in and to the Property shall be terminated. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the City to consummate any such transfer of title.

Section 4.7. Additional Payments. In addition to the Lease Payments, the City shall pay when due the following Additional Payments:

(a) Any fees and expenses incurred by the City in connection with or by reason of its leasehold estate in the Property as and when the same become due and payable.

(b) Any amounts due to the Trustee pursuant to the Trust Agreement for all services rendered under the Trust Agreement and for all reasonable expenses, charges, costs, liabilities, legal fees and other disbursements incurred in and about the performance of its powers and duties under the Trust Agreement.

(c) Any reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the City, the Corporation or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Lease Agreement or the Trust Agreement.

(d) Any reasonable out-of-pocket expenses of the City in connection with the execution and delivery of this Lease Agreement or the Trust Agreement, or in connection with the execution and delivery of the Certificates, including any and all expenses incurred in connection with the authorization, execution, sale and delivery of the Certificates, or incurred by the Corporation in connection with any litigation which may at any time be instituted involving this Lease Agreement, the Trust Agreement, the Certificates or any of the other documents contemplated hereby or thereby, or incurred by the Corporation in connection with the Continuing Disclosure Certificate, or otherwise incurred in connection with the administration thereof.

(e) Any amounts owed to the Municipal Bond Insurer with respect to the Municipal Bond Insurance Policy or the Reserve Fund Policy including, without limitation, any amounts owed to the Municipal Bond Insurer pursuant to Sections 6.02 and/or 14.07 of the Trust Agreement. The City's obligation to pay such amounts shall expressly survive payment in full of the Certificates.

ARTICLE V

MAINTENANCE; TAXES; INSURANCE; USE LIMITATIONS; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of the Lease Agreement, as part of the consideration for the rental of the Property, all improvement, repair and maintenance of the Property shall be the responsibility of the City and the City shall pay, or otherwise arrange, for the payment of all utility services supplied to the Property which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Property resulting from ordinary wear and tear or want of care on the part of the City or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Property, as hereinbefore more specifically set forth. The City waives the benefits of subsections 1 and 2 of section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the City under the terms of this Lease Agreement.

The City shall also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the City affecting the Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid during the Term of the Lease Agreement as and when the same become due.

The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation or the Municipal Bond Insurer shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items, the interest of the Corporation in the Property will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the Corporation and the Municipal Bond Insurer with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation. The City shall provide the Corporation and the Municipal Bond Insurer with written notice of any such contest and shall provide such updates on the contest as the Corporation or the Municipal Bond Insurer may reasonably request.

Section 5.2. Modification of Property. The City shall, at its own expense, have the right to remodel the Property or to make additions, modifications and improvements to the Property. All additions, modifications and improvements to the Property shall thereafter comprise part of the Property and be subject to the provisions of this Lease Agreement. Such additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature, cause the interest component of Lease Payments to be subject to federal income taxes or cause the Property to be used for purposes other than those authorized under the provisions of State and federal law; and the Property, upon completion of any additions, modifications and improvements made thereto pursuant to this Section 5.2, shall be of a value which is not substantially less than the value of the Property immediately prior to the making of such additions, modifications and improvements. The City will not permit any mechanic's or other lien to be established or remain against the Property for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the City pursuant to this Section 5.2; provided that if any such lien is established and the City shall first notify the Corporation of the City's intention to do so, the

City may in good faith contest any lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Corporation. The Corporation will cooperate fully in any such contest, upon the request and at the expense of the City.

Section 5.3. Public Liability and Property Damage Insurance. The City shall maintain or cause to be maintained, throughout the Term of the Lease Agreement, insurance policies, including a standard comprehensive general insurance policy or policies in protection of the Corporation, the City, the Trustee and the Municipal Bond Insurer and their respective members, officers, agents and employees. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the City, and may be maintained through a nonprofit, public benefit corporation created for such purpose or, with the prior written consent of the Municipal Bond Insurer, in the form of self-insurance by the City. Said policy or policies shall provide for indemnification of said parties against direct or consequential loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Property. Said policy or policies shall provide coverage in the minimum liability limits of \$1,000,000 for personal injury or death of each person and \$3,000,000 for personal injury or deaths of two or more persons in each accident or event, and in a minimum amount of \$100,000 (subject to a deductible clause of not to exceed \$5,000) for damage to property resulting from each accident or event. Such public liability and property damage insurance may, however, be in the form of a single limit policy in the amount of \$3,000,000 covering all such risks. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the City and may be maintained in the form of insurance maintained through a nonprofit, public benefit corporation created for such purpose or, with the prior written consent of the Municipal Bond Insurer, in the form of self-insurance by the City. The Net Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

Section 5.4. Fire and Extended Coverage Insurance; No Earthquake Insurance. The City shall maintain, or cause to be maintained throughout the Term of the Lease Agreement, insurance against loss or damage to any part of the Property constituting structures, by fire and lightning, with extended coverage and vandalism and malicious mischief insurance; *provided, however,* that the City shall not be required to maintain earthquake insurance with respect to the Property. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to one hundred percent (100%) of the replacement cost of such portion of the Property, if any. Such insurance may be subject to deductible clauses of not to exceed \$100,000 for any one loss. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried by the City and, with the prior written consent of the Municipal Bond Insurer, may be maintained in whole or in part in the form of insurance maintained through a joint exercise of powers authority created for such purpose. The Net Proceeds of such insurance shall be applied as provided in Section 6.2(a) hereof. The City may not satisfy the requirements of this Section 5.4 for fire and extended coverage insurance with self-insurance except with the prior written consent of the Municipal Bond Insurer.

Section 5.5. Rental Interruption Insurance. The City shall maintain, or cause to be maintained, throughout the Term of the Lease Agreement rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of any part of the Property during the Term of the Lease Agreement as a result of any of the hazards covered in the insurance

required by Section 5.4 hereof, if any, in an amount at least equal to two times maximum annual Lease Payments. The Net Proceeds of such insurance shall be paid to the Trustee and deposited in the Lease Payment Fund and shall be credited towards the payment of the Lease Payments in the order in which such Lease Payments come due and payable. Such insurance may be maintained as part of or in conjunction with any other insurance carried by the City and may, with the prior written consent of the Municipal Bond Insurer, be maintained in whole or in part in the form of insurance maintained through a nonprofit, public benefit corporation created for such purpose.

Section 5.6. Title Insurance.

(a) The City shall provide, from moneys in the Delivery Costs Fund or at its own expense, on the Closing Date, an CLTA title insurance policy in the amount of not less than the principal amount of the Certificates, insuring the City's leasehold estate in the Property, subject only to Permitted Encumbrances. A copy of such policy shall be delivered to the Municipal Bond Insurer.

(b) The Net Proceeds of such title insurance shall be applied as provided in Section 6.2(c) hereof.

Section 5.7. Insurance Net Proceeds; Form of Policies. Each policy or other evidence of insurance required by Sections 5.3, 5.4, 5.5 and 5.6 hereof shall provide that all proceeds thereunder shall be payable to the Trustee as and to the extent required hereunder, shall name the Trustee and the Municipal Bond Insurer as additional insureds and shall be applied as provided in Section 6.2 hereof. Insurance must be provided by an insurer rated "A" or better by S&P or A.M. Best Company, unless waived by the Municipal Bond Insurer (and notified the Trustee in writing). The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease Agreement. All policies evidencing required insurance shall provide thirty (30) days' prior written notice to the Corporation, the City, the Trustee and the Municipal Bond Insurer of any cancellation, reduction in amount or material change in coverage. The Trustee shall not be responsible for the sufficiency of any insurance herein required, including any forms of self-insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss. The City shall cause to be delivered annually on or before each August 1 to the Trustee and the Municipal Bond Insurer a certification, signed by a City Representative, stating compliance with the provisions of Section 5.3 through 5.7 of this Lease Agreement. The Trustee shall be entitled to rely on such certification without independent investigation. The City shall have the adequacy of any insurance reserves maintained by the City or by a nonprofit, public benefit corporation, if applicable, for purposes of the insurance required by Section 5.3 and 5.4 hereof reviewed at least annually, on or before each August 1, by an independent insurance consultant and shall maintain reserves in accordance with the recommendations of such consultant to the extent moneys are available for such purpose and not otherwise appropriated.

Section 5.8. Advances. If the City shall fail to perform any of its obligations under this Article V, the Corporation or the Trustee may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the City shall be obligated to repay all such advances as soon as possible, with interest at a rate equal to the rate then payable with respect to the Certificates from the date of the advance to the date of repayment.

Section 5.9. Installation of City's Equipment. The City may, at any time and from time to time in its sole discretion and at its own expense, install or permit to be installed items of equipment or other personal property in or upon any portion of the Property. All such items

shall remain the sole property of the City in which neither the Corporation nor the Trustee shall have any interest and may be modified or removed by the City at any time provided that the City shall repair and restore any and all damage to the Property resulting from the installation, modification or removal of any such items. Nothing in this Lease Agreement shall prevent the City from purchasing or leasing items to be installed pursuant to this Section 5.9 under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Property.

Section 5.10. Liens. The City shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, other than the respective rights of the Corporation and the City as provided herein and Permitted Encumbrances. Except as expressly provided in this Article V, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The City shall reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 5.11. Private Activity Bond Limitation. The City shall assure that proceeds of the Certificates are not so used as to cause the Certificates or the Lease Agreement to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

Section 5.12. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Certificates or the Lease Agreement to be "federally guaranteed" within the meaning of section 149(b) of the Code.

Section 5.13. Rebate Requirement. The City shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Certificates and the Lease Agreement.

Section 5.14. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Certificates which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Certificates or the Lease Agreement to be "arbitrage bonds" within the meaning of section 148 of the Code.

Section 5.15. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest with respect to the Certificates from the gross income of the Owners of the Certificates to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the Closing Date.

Section 5.16. No Condemnation. The City hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain outstanding and unpaid, the City will not exercise the power of condemnation with respect to the Property. The City further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the City should fail or refuse to abide by such covenant and condemns the Property, the appraised value of the Property shall not be less than the greater of (i) if the Certificates are then subject to redemption, the principal and interest components of the Certificates Outstanding through the date of their redemption, or (ii) if the

Certificates are not then subject to redemption, the amount necessary to defease the Certificates to the first available redemption date in accordance with the Trust Agreement.

Section 5.17. Environmental Covenants.

(a) *Compliance with Laws; No Hazardous Substances.* The City will comply with all Applicable Environmental Laws with respect to the Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Property.

(b) *Notification of Assignee.* The City will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Property and any operations conducted thereon or any conditions existing thereon to the Trustee and to the Municipal Bond Insurer, and the City will notify the Trustee and the Municipal Bond Insurer in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substance that has occurred or is occurring that in any way affects or threatens to affect the Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Trustee or the Municipal Bond Insurer.

(c) *Access for Inspection.* The City will permit the Trustee and the Municipal Bond Insurer, their agents, or any experts designated by the Trustee or the Municipal Bond Insurer to have full access to the Property during reasonable business hours for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Trustee and the Municipal Bond Insurer have no obligation to do so, or any liability for any failure to do so, or any liability should it do so.

Section 5.18. Financial Statements; Budgets. Within two hundred ten (210) days following the end of each Fiscal Year of the City during the Term of the Lease Agreement, the City will provide the Original Owner and its assigns with a copy of its audited financial statements for such Fiscal Year. Such audited financial statements shall include the City's Comprehensive Annual Financial Report ("CAFR"), including such information as is required by applicable Government Accounting Standards Board pronouncements and applicable State law. Within thirty (30) days of the end of each fiscal year, the City will provide the Original Owner and its assigns with a copy of its annual budget. The City hereby agrees to provide the Original Owner and its assigns with such other information as may be reasonably requested by them.

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

Section 6.1. Eminent Domain.

(a) If all of the Property shall be taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease Agreement shall cease as of the day possession shall be so taken. If less than all of the Property shall be taken permanently, or if all of the Property or any part thereof shall be taken temporarily under the power of eminent domain, (1) this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (2) there shall be a partial abatement of Lease Payments as a result of the application of the Net Proceeds of any eminent domain award to the prepayment of the Lease Payments hereunder, in an amount to be agreed upon by the City and the Corporation, and so certified to by the parties to the Trustee, such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portion of the Property, except to the extent of special funds, such as amounts in the Reserve Fund available for the payment of Lease Payments.

(b) The City hereby covenants and agrees, to the extent it may lawfully do so, that so long as any of the Certificates remain outstanding and unpaid, the City will not exercise the power of condemnation with respect to the leased property. The City further covenants and agrees, to the extent it may lawfully do so, that if for any reason the foregoing covenant is determined to be unenforceable or if the City should fail or refuse to abide by such covenant and condemns the leased property, the appraised value of the leased property shall not be less than the greater of (i) if such Certificates are then subject to redemption, the principal and interest components of the Certificates outstanding through the date of their redemption, or (ii) if such Certificates are not then subject to redemption, the amount necessary to defease such Certificates to the first available redemption date in accordance with the Trust Agreement.

Section 6.2. Application of Net Proceeds.

(a) *From Insurance Award.* The Net Proceeds of any insurance award resulting from any damage to or destruction of any portion of the Property constituting structures, if any, by fire or other casualty shall be paid by the City to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund held by the Trustee and applied as set forth in Section 6.01 of the Trust Agreement.

(b) *From Eminent Domain Award.* The Net Proceeds of any eminent domain award resulting from any event described in Section 6.1 hereof shall be paid by the City to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund and applied as set forth in Section 6.02 of the Trust Agreement.

(c) *From Title Insurance.* The Net Proceeds of any title insurance award shall be paid to the Trustee, as assignee of the Corporation under the Assignment Agreement, deposited in the Insurance and Condemnation Fund and applied as set forth in Section 6.03 of the Trust Agreement.

Section 6.3. Abatement of Lease Payments in the Event of Damage or Destruction. Lease Payments shall be abated during any period in which, by reason of damage or destruction, there is substantial interference with the use and occupancy by the City of the Property or any

portion thereof (other than any portions of the Property described in Section 5.2 hereof) to the extent to be agreed upon by the City and the Corporation and communicated by a City Representative to the Trustee. The parties agree that the amounts of the Lease Payments under such circumstances shall not be less than the amounts of the unpaid Lease Payments as are then set forth in Exhibit C, unless such unpaid amounts are determined, upon consultation with the Municipal Bond Insurer, to be greater than the fair rental value of the portions of the Property not damaged or destroyed (giving due consideration to the factors identified in the last sentence of Section 4.4(d)), based upon any appropriate method of valuation approved by the Municipal Bond Insurer, in which event the Lease Payments shall be abated such that they represent said fair rental value. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction as communicated by a City Representative to the Trustee. In the event of any such damage or destruction, this Lease Agreement shall continue in full force and effect and the City waives any right to terminate this Lease Agreement by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section 6.3 to the extent that (a) the proceeds of rental interruption insurance or (b) amounts in the Reserve Fund, if cash funded, and/or the Insurance and Condemnation Fund and/or the Lease Payment Fund are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such proceeds and amounts constitute special funds for the payment of the Lease Payments. If an abatement event has occurred but remedied, the City shall be required to extend the Term of this Lease Agreement, as described in Section 4.2, so that amounts abated are recouped.

ARTICLE VII

DISCLAIMER OF WARRANTIES; ACCESS; INDEMNIFICATION

Section 7.1. Disclaimer of Warranties. THE AUTHORITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY. IN NO EVENT SHALL THE AUTHORITY OR ITS ASSIGNS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SITE AND FACILITY LEASE, THIS LEASE AGREEMENT OR THE TRUST AGREEMENT FOR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE CITY'S USE OF THE PROPERTY.

Section 7.2. Access to the Property. The City agrees that the Corporation and any City Representative, and the Corporation's successors or assigns, and the Municipal Bond Insurer shall have the right at all reasonable times to enter upon and to examine and inspect the Property. The City further agrees that the Corporation, any City Representative, and the Corporation's successors or assigns, and the Municipal Bond Insurer shall have such rights of access to the Property as may be reasonably necessary to cause the proper maintenance of the Property in the event of failure by the City to perform its obligations hereunder.

Section 7.3. Release and Indemnification Covenants. The City shall and hereby agrees to indemnify and save the Corporation and the Trustee and their officers, agents, directors, employees, successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on the Property by the City, (ii) any breach or default on the part of the City in the performance of any of its obligations under this Lease Agreement or the Trust Agreement, (iii) any act or omission of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (iv) any act or omission of any sublessee of the City with respect to the Property, or (v) the authorization of payment of Delivery Costs. Such indemnification shall include the costs and expenses of defending any claim or liability arising under this Lease Agreement or the Trust Agreement and the transactions contemplated thereby. No indemnification is made under this Section 7.3 or elsewhere in this Lease Agreement for willful misconduct, negligence or breach of duty under this Lease Agreement by the Corporation, its officers, agents, directors, employees, successors or assigns.

ARTICLE VIII

ASSIGNMENT, SUBLEASING AND AMENDMENT

Section 8.1. Assignment by the Corporation. The Corporation's rights under this Lease Agreement, including the right to receive and enforce payment of the Lease Payments to be made by the City under this Lease Agreement, have been assigned to the Trustee pursuant to the Assignment Agreement.

Section 8.2. Assignment and Subleasing by the City. This Lease Agreement may not be assigned by the City. The City may sublease the Property or any portion thereof, but only with the written consent of the Corporation and the Municipal Bond Insurer and subject to, and delivery to the Corporation of a certificate as to, all of the following conditions:

(a) This Lease Agreement and the obligation of the City to make Lease Payments hereunder shall remain obligations of the City;

(b) The City shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Corporation, the Trustee and the Municipal Bond Insurer a true and complete copy of such sublease;

(c) No such sublease by the City shall cause the Property to be used for a purpose other than as may be authorized under the provisions of the Constitution and laws of the State; and

(d) The City shall furnish the Corporation, the Trustee and the Municipal Bond Insurer with a written opinion of Bond Counsel, which shall be an Independent Counsel, stating that such sublease does not cause the interest components of the Lease Payments to become subject to federal income taxes or State personal income taxes.

Notwithstanding the foregoing, the City may sublease the Property to the Corporation in connection with a future certificates of participation or lease revenue bond financing without the necessity to comply with any of the foregoing conditions, so long as the total of the unpaid principal component of the Lease Payments and the principal component of the lease payments to be paid with respect to such future certificates of participation or lease revenue bond financing does not exceed the value of the Property.

Section 8.3. Amendment of Lease Agreement.

(a) *Substitution of Site or Facility.* The City shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to substitute other land (a "Substitute Site") and/or a substitute facility (a "Substitute Facility") for the Site (the "Former Site"), or a portion thereof, and/or the Facility (the "Former Facility"), or a portion thereof, provided that the City shall satisfy all of the following requirements (to the extent applicable) which are hereby declared to be conditions precedent to such substitution:

(i) If a substitution of the Site, the City shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit A to the Site and Facility Lease which adds thereto a description of such Substitute Site and deletes therefrom the description of the Former Site;

(ii) If a substitution of the Site, the City shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit A to this Lease Agreement

which adds thereto a description of such Substitute Site and deletes therefrom the description of the Former Site;

(iii) If a substitution of the Facility, the City shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit B to the Site and Facility Lease which adds thereto a description of such Substitute Facility and deletes therefrom the description of the Former Facility;

(iv) If a substitution of the Facility, the City shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit B to this Lease Agreement which adds thereto a description of such Substitute Facility and deletes therefrom the description of the Former Facility;

(v) The City shall certify in writing to the Corporation, the Trustee and the Municipal Bond Insurer that such Substitute Site and/or Substitute Facility serve the purposes of the City, constitutes property that is unencumbered, subject to Permitted Encumbrances, and constitutes property which the City is permitted to lease under the laws of the State;

(vi) The City delivers to the Corporation, the Trustee and the Municipal Bond Insurer an Officer's Certificate of the City based on insurance values or any other reasonable basis of valuation received by the City (which need not require an appraisal) that the value of the Property following such substitution is equal to or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee that the indemnification provided pursuant to Section 11.03 of the Trust Agreement applies with respect to the Substitute Site and/or Substitute Facility;

(vii) The Substitute Site and/or Substitute Facility shall not cause the City to violate any of its covenants, representations and warranties made herein and in the Trust Agreement, as evidenced by an officer's certificate delivered to the Trustee;

(viii) The City shall obtain an amendment to the title insurance policy required pursuant to Section 5.6 hereof which adds thereto a description of the Substitute Site and deletes therefrom the description of the Former Site;

(ix) The City shall provide notice of the substitution to any rating agency then rating the Certificates which rating was provided at the request of the City or the Corporation;

(x) The City shall furnish the Corporation, the Trustee and the Municipal Bond Insurer with a written opinion of Bond Counsel, which shall be an Independent Counsel, stating that such substitution does not cause the interest components of the Lease Payments to become subject to federal income taxes or State personal income taxes; and

(xi) the Municipal Bond Insurer shall provide prior written consent to such substitution.

(b) *Release of Site.* The City shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to release any portion of the Site, provided that the City shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such release:

(i) The City shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit A to the Site and Facility Lease which describes the Site, as revised by such release;

(ii) The City shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit A to this Lease Agreement which describes the Site, as revised by such release;

(iii) The City delivers to the Corporation, the Trustee and the Municipal Bond Insurer an Officer's Certificate of the City based on insurance values or any other reasonable basis of valuation received by the City (which need not require an appraisal) that the value of the Property, as revised by such release, is equal to or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee and the Corporation that the indemnification provided pursuant to Section 11.03 of the Trust Agreement applies with respect to the Site, as revised by such release;

(iv) Such release shall not cause the City to violate any of its covenants, representations and warranties made herein and in the Trust Agreement, as evidenced by an officer's certificate delivered to the Trustee;

(v) The City shall obtain an amendment to the title insurance policy required pursuant to Section 5.6 hereof which describes the Site, as revised by such release;

(vi) The City shall provide notice of the release to any rating agency then rating the Certificates which rating was provided at the request of the City or the Corporation; and

(vii) the Municipal Bond Insurer shall provide prior written consent to such release.

(c) *Release of Facility.* The City shall have, and is hereby granted, the option at any time and from time to time during the Term of the Lease Agreement to release any portion of the Facility, provided that the City shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such release:

(i) The City shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit B to the Site and Facility Lease which describes the Facility, as revised by such release;

(ii) The City shall file with the Corporation, the Trustee and the Municipal Bond Insurer an amended Exhibit B to this Lease Agreement which describes the Facility, as revised by such release;

(iii) The City delivers to the Corporation, the Trustee and the Municipal Bond Insurer an Officer's Certificate of the City based on insurance values or any other reasonable basis of valuation received by the City (which need not require an appraisal) that the value of the Property, as revised by such release, is equal to or greater than the Outstanding principal amount of the Certificates and confirms in writing to the Trustee and the Corporation that the indemnification provided pursuant to Section 11.03 of the Trust Agreement applies with respect to the Facility, as revised by such release;

(iv) Such release shall not cause the City to violate any of its covenants, representations and warranties made herein and in the Trust Agreement, as evidenced by an officer's certificate delivered to the Trustee;

(v) The City shall provide notice of the release to any rating agency then rating the Certificates which rating was provided at the request of the City or the Corporation; and

(vi) the Municipal Bond Insurer shall provide prior written consent to such release.

(d) *Generally.* The Corporation and the City may at any time amend or modify any of the provisions of this Lease Agreement, but only (i) with the prior written consent of the Municipal Bond Insurer, or if the Municipal Bond Insurer is in breach of its obligation under the Municipal Bond Insurance Policy or the Reserve Policy, the Owners of a majority in aggregate principal amount of the Outstanding Certificates, or (ii) without the consent of any of the Owners, , but with the prior written consent of the Municipal Bond Insurer, but only if such amendment or modification is for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City contained in this Lease Agreement, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City;

(ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained herein, or in any other respect whatsoever as the Corporation and the City may deem necessary or desirable, provided that, in the opinion of Bond Counsel, such modifications or amendments will not materially adversely affect the interests of the Owners; or

(iii) to amend any provision thereof relating to the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest with respect to the Certificates under the Code, in the opinion of Bond Counsel.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The following shall be “events of default” under this Lease Agreement and the terms “Events of Default” and “Default” shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(a) Failure by the City to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease Agreement (including failure to request appropriation pursuant to Section 4.4(e) hereof) or under the Trust Agreement, other than as referred to in clause (a) of this Section 9.1, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Corporation, the Trustee, the Municipal Bond Insurer or the Owners of not less than five percent (5%) in aggregate principal amount of Certificates then outstanding; *provided, however*, if the failure stated in the notice can be corrected, but not within the applicable period, the Corporation, the Trustee and such Owners shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; *provided further, however*, that no grace period for a covenant default shall exceed 30 days, nor be extended for more than 60 days, without the prior written consent of the Municipal Bond Insurer.

(c) The filing by the City of a voluntary petition in bankruptcy, or failure by the City promptly to lift any execution, garnishment or attachment, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted.

Section 9.2. Remedies on Default. The Trustee, acting at the direction of the Municipal Bond Insurer, shall have the right to re-enter and re-let the Property and to terminate this Lease Agreement. The Municipal Bond Insurer shall have the right to control all remedies for default under both this Lease Agreement and the Trust Agreement.

Whenever any Event of Default referred to in Section 9.1 hereof shall have happened and be continuing, it shall be lawful for the Corporation to exercise any and all remedies available pursuant to law or granted pursuant to this Lease Agreement; *provided, however*, that notwithstanding anything herein or in the Trust Agreement to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the City is expressly made a condition and upon the breach thereof, the Corporation may exercise any and all rights of entry and re-entry upon the Property, and also, at its option, with or without such entry, may terminate this Lease Agreement; *provided*, that no such termination shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. In the event of such default and notwithstanding any re-entry by the Corporation, the City shall, as herein expressly provided, continue to remain liable for the payment of the Lease Payments and/or damages for breach of this Lease Agreement and the performance of all conditions herein contained and, in any event such rent and/or damages shall be payable to the Corporation at the time and in the manner as herein provided, to wit:

(a) In the event the Corporation does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, the City agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Property, or, in the event the Corporation is unable to re-lease the Property, then for the full amount of all Lease Payments to the end of the Term of the Lease Agreement, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Property or the exercise of any other remedy by the Corporation. The City hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the City to enter upon and re-lease the Property in the event of default by the City in the performance of any covenants herein contained to be performed by the City and to remove all personal property whatsoever situated upon the Property, to place such property in storage or other suitable place within Tulare City, for the account of and at the expense of the City, and the City hereby exempts and agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The City hereby waives any and all claims for damages caused or which may be caused by the Corporation in re-entering and taking possession of the Property as herein provided and all claims for damages that may result from the destruction of or injury to the Property and all claims for damages to or loss of any property belonging to the City that may be in or upon the Property. The City agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Corporation to re-lease the Property in the event of such re-entry without effecting a surrender of this Lease Agreement, and further agrees that no acts of the Corporation in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease Agreement shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in paragraph (b) hereof.

(b) In an Event of Default hereunder, the Corporation at its option may terminate this Lease Agreement and re-lease all or any portion of the Property. In the event of the termination of this Lease Agreement by the Corporation at its option and in the manner hereinafter provided on account of default by the City (and notwithstanding any re-entry upon the Property by the Corporation in any manner whatsoever or the re-leasing of the Property), the City nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments. Any surplus received by the Corporation from such re-leasing shall be credited towards the Lease Payments next coming due and payable. Neither notice to pay rent or to deliver up possession of the premises given pursuant to law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by the City shall be or become effective by operation of law, or otherwise, unless and until the Corporation shall have given written notice to the City of the election on the part of the Corporation to terminate this Lease Agreement. The City covenants and agrees that no surrender of the Property and/or of the remainder of the Term of the Lease Agreement or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

Section 9.3. No Remedy Exclusive. No remedy herein is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article IX it shall not be necessary to give any notice, other than such notice as may be required in this Article IX or by law.

Section 9.4. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease Agreement should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party; *provided, however*, that the Trustee shall not be required to expend its own funds for any payment described in this Section 9.4.

Section 9.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 9.6. Application of Proceeds. All net proceeds received from the re-lease or other disposition of the Property under this Article IX, and all other amounts derived by the Corporation or the Trustee as a result of an Event of Default hereunder, shall be transferred to the Trustee promptly upon receipt thereof and after payment of all fees and expenses of the Trustee, including indemnifications and attorneys fees, shall be deposited by the Trustee in the Lease Payment Fund to be applied to the Lease Payments in order of payment date.

Section 9.7. Trustee and Certificate Owners to Exercise Rights. Such rights and remedies as are given to the Corporation under this Article IX have been assigned by the Corporation to the Trustee under the Assignment Agreement, to which assignment the City hereby consents. Such rights and remedies shall be exercised by the Trustee, the Municipal Bond Insurer and the Owners of the Certificates as provided in the Trust Agreement and herein.

Section 9.8. No Right to Terminate for Corporation Default. The City shall not have the right to terminate this Lease Agreement as a remedy for a default by the Corporation in the performance of its obligations hereunder.

ARTICLE X

PREPAYMENT OF LEASE PAYMENTS

Section 10.1. Security Deposit. Notwithstanding any other provision of this Lease Agreement, the City may, on any date, secure the payment of all or a portion of the Lease Payments remaining due by an irrevocable deposit with the Trustee or an escrow holder under an escrow deposit and trust agreement as referenced in Section 14.01(b) of the Trust Agreement, of: (a) in the case of a security deposit relating to all Lease Payments, either (i) cash in an amount which, together with amounts on deposit in the Lease Payment Fund, the Insurance and Condemnation Fund and the Reserve Fund, is sufficient to pay all unpaid Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Exhibit C, or (ii) Defeasance Obligations in such amount as will, in the written opinion of an independent certified public accountant or other firm of recognized experts in such matters (addressed to the Municipal Bond Insurer), together with interest to accrue thereon and, if required, all or a portion of moneys or Defeasance Obligations or cash then on deposit and interest earnings thereon in the Lease Payment Fund, the Insurance and Condemnation Fund and the Reserve Fund, be fully sufficient to pay all unpaid Lease Payments on their respective Lease Payment Dates; or (b) in the case of a security deposit relating to a portion of the Lease Payments, a certificate executed by a City Representative designating the portion of the Lease Payments to which the deposit pertains, and either (i) cash in an amount which is sufficient to pay the portion of the Lease Payments designated in such City Representative's certificate, including the principal and interest components thereof, or (ii) Defeasance Obligations in such amount as will, together with interest to be received thereon, if any, in the written opinion of an independent certified public accountant or other firm of recognized experts in such matters (addressed to the Municipal Bond Insurer), be fully sufficient to pay the portion of the Lease Payments designated in the aforesaid City Representative's certificate.

In the event of a deposit pursuant to this Section 10.1 as to all Lease Payments and the payment of all fees, expenses and indemnifications owed to the Trustee, all obligations of the City under this Lease Agreement shall cease and terminate, excepting only the obligation of the City to make, or cause to be made, all payments from the deposit made by the City pursuant to this Section 10.1 and the obligations of the City pursuant to Section 5.13 hereof and title to the Property shall vest in the City on the date of said deposit automatically and without further action by the City or the Corporation. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the payments provided for by this Section 10.1 and said obligation shall thereafter be deemed to be and shall constitute the installment purchase obligation of the City for the Property. Upon said deposit, the Corporation will execute or cause to be executed any and all documents as may be necessary to confirm title to the Property in accordance with the provisions hereof. In addition, the Corporation hereby appoints the City as its agent to prepare, execute and file or record, in appropriate offices, such documents as may be necessary to place record title to the Property in the City.

Section 10.2. Prepayment Option. The Corporation hereby grants an option to the City to prepay the Lease Payments due on and after November 15, 2031, in whole, by paying the aggregate unpaid principal components of such Lease Payments as set forth in Exhibit C hereto, on any Lease Payment Date on or after May 15, 2031.

Notwithstanding the foregoing, the City shall not be permitted to prepay any Lease Payments if any amounts are owed to the Municipal Bond Insurer with respect to the Municipal Bond Insurance Policy or the Reserve Policy.

Lease Payments due after any such partial prepayment shall be in the amounts set forth in a revised Lease Payment schedule which shall be provided by, or caused to be provided by, the City to the Trustee and which shall represent an adjustment to the schedule set forth in Exhibit C attached hereto taking into account said partial prepayment.

Section 10.3. Mandatory Prepayment From Net Proceeds of Insurance, Title Insurance or Eminent Domain. The City shall be obligated to prepay the Lease Payments, in whole on any date or in part on any Lease Payment Date, from and to the extent of any Net Proceeds of an insurance, title insurance or condemnation award with respect to the Property theretofore deposited in the Lease Payment Fund for such purpose pursuant to Article VI hereof and Article VI of the Trust Agreement. The City and the Corporation hereby agree that such Net Proceeds shall be applied first to the payment of any delinquent Lease Payments, and thereafter shall be credited towards the City's obligations under this Section 10.3. Lease Payments due after any such partial prepayment shall be in the amounts set forth in a revised Lease Payment schedule which shall be provided by, or caused to be provided by, the City to the Trustee and which shall represent an adjustment to the schedule set forth in Exhibit C attached hereto taking into account said partial prepayment.

Section 10.4. Credit for Amounts on Deposit. In the event of prepayment of the principal components of the Lease Payments in full under this Article X, such that the Trust Agreement shall be discharged by its terms as a result of such prepayment, remaining amounts on deposit in the Lease Payment Fund or the Reserve Fund shall be credited towards the amounts then required to be so prepaid.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in first-class form with postage fully prepaid:

If to the Corporation:	Porterville Public Improvement Corporation c/o City of Porterville 291 North Main Street Porterville, CA 93257 Attention: City Manager Phone: (559) 782-7499
If to the City:	City of Porterville 291 North Main Street Porterville, CA 93257 Attention: City Manager Phone: (559) 782-7499
If to the Trustee:	U.S. Bank National Association 633 West Fifth Street, 24th Floor Los Angeles, CA 90071 Attention: Global Corporate Trust Services Phone: (213) 615-6051
If to the Municipal Bond Insurer:	Build America Mutual Insurance Company 200 Liberty Street, 27 th Floor New York, NY 10281 Attention: Surveillance Re: Policy No. _____ Re: Reserve Fund Policy No. _____ Phone: (212) 235-2500

The Corporation, the City, the Trustee and the Municipal Bond Insurer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 11.2. Information to be Given to the Municipal Bond Insurer.

(a) The City shall provide the Municipal Bond Insurer with the following information:

(i) the fiscal year budget of the City within thirty (30) days after adoption of such budget;

(ii) not later than nine months after the end of the fiscal year, audited financial statements of the City prepared by an independent certified public accountant, together with a certificate of the City stating that no event of default has occurred or is continuing under this Lease Agreement or the Trust Agreement;

(iii) prior to the incurrence of additional Parity Debt, any disclosure document or financing agreement pertaining to such additional obligations, which disclosure document or financing agreement shall include, without limitation, the applicable maturity schedule, interest rate or rates, redemption and security provisions pertaining to any such additional obligations;

(iv) within thirty (30) days following any litigation or investigation that may have a material adverse effect on the financial position of the City of such litigation;

(v) immediate notice of any draw on the Reserve Fund to make delinquent Lease Payments;

(vi) notice of any Event of Default known to the City within five Business Days after knowledge thereof;

(vii) prior notice of the advance refunding or redemption of any of the Certificates, including the principal amount, maturities and CUSIP numbers thereof;

(viii) notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(ix) notice of the commencement of any proceeding by or against the City, the City or the Corporation commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(x) notice of the making of any claim in connection with any insolvency proceeding seeking the avoidance as a preferential transfer of any payment of principal or interest with respect to the Certificates;

(xi) a full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Trust Agreement and/or this Lease Agreement; and

(xii) (A) all notices and other information the City is obligated to provide under its Continuing Disclosure Certificate and (B) all reports, notices and correspondence to be delivered to Owners under the terms of the Trust Agreement and/or this Lease Agreement.

(b) The City will permit the Municipal Bond Insurer to discuss the affairs, finances and accounts of the City or any information the Municipal Bond Insurer may reasonably request regarding the security for the Lease Payments with appropriate officers of the City. The City will permit the Municipal Bond Insurer to have access to and to make copies of all books and records relating to the Certificates at any reasonable time upon reasonable notice on any Business Day.

The Municipal Bond Insurer shall have the right to direct an accounting, at the City's expense, and the City's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Municipal Bond Insurer shall be deemed an Event of Default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner.

Section 11.3. The Municipal Bond Insurer as Third Party Beneficiary. To the extent that this Lease Agreement confers upon or gives or grants to the Municipal Bond Insurer any right, remedy or claim under or by reason of this Lease Agreement, the Municipal Bond Insurer is

explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 11.4 Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Corporation and the City and their respective successors and assigns.

Section 11.5. Severability. In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6. Net-net-net Lease. This Lease Agreement shall be deemed and construed to be a “net-net-net lease” and the City hereby agrees that the Lease Payments shall be an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

Section 11.7. Further Assurances and Corrective Instruments. The Corporation and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be or for carrying out the expressed intentions of this Lease Agreement.

Section 11.8. Execution in Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.9. Applicable Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10. Corporation and City Representatives. Whenever under the provisions of this Lease Agreement the approval of the Corporation or the City is required, or the Corporation or the City is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by a Corporation Representative and for the City by a City Representative, and each party hereto shall be authorized to rely upon any such approval or request.

Section 11.11. Captions. The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease Agreement.

IN WITNESS WHEREOF, the Corporation has caused this Lease Agreement to be executed in its name by its duly authorized officers; and the City has caused this Lease Agreement to be executed in its name by its duly authorized officers, as of the date first above written.

PORTERVILLE PUBLIC IMPROVEMENT
CORPORATION

By _____
John D. Lollis
Executive Director

CITY OF PORTERVILLE

By _____
John D. Lollis
City Manager

EXHIBIT A
DESCRIPTION OF THE SITE

All that certain real property situated in Tulare County, State of California, described as follows:

PARCEL 1: (POLICE STATION)

THE EAST 65 FEET OF THE NORTH 47 FEET OF LOT 1 IN BLOCK 7 OF B. HOCKETT'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 2: (POLICE STATION)

THE WEST 45 FEET OF LOT 1 AND THE NORTH 20 FEET OF THE WEST 45 FEET OF LOT 2 IN BLOCK 7 OF B. HOCKETT'S ADDITION TO PORTERVILLE, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 3: (POLICE STATION)

THOSE PORTIONS OF LOT 1 AND 2 IN BLOCK 7 OF B. HOCKETT'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 47 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST 65 FEET; THENCE SOUTH 33 FEET; THENCE EAST 65 FEET; THENCE NORTH 33 FEET TO THE POINT OF BEGINNING.

APN: PORTION OF 252-176-008

PARCEL 4: (POLICE STATION)

THE SOUTH 40 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4 IN BLOCK 7 OF B. HOCKETT'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 5: (POLICE STATION)

LOTS 3, 4, 5 AND 6 IN BLOCK 3 OF HOCKETT AND PARKHURST NORTH EXTENSION TO THE CITY OF PORTERVILLE, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 5 OF MAPS, PAGE 53, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 6: (POLICE STATION)

LOTS 1 AND 2 IN BLOCK 3 OF HOCKETT AND PARKHURST NORTH EXTENSION OF PORTERVILLE, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 5 OF MAPS, PAGE 53, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 7: (POLICE STATION)

LOTS 7 AND 8 IN BLOCK 3 OF HOCKETT AND PARKHURST NORTH EXTENSION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 5 OF MAPS, PAGE 53, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 8: (FIRE STATION #2 AND CORPORATION YARD)

LOTS 75 AND 78 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, SUBDIVISION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 34 OF MAPS, TULARE COUNTY RECORDS.

EXCEPTING THE WEST 40 FEET OF SAID LOT 75.

MEMO: BY ORDER OF BOARD OF SUPERVISORS OF TULARE COUNTY, THE EAST 10 FEET AND THE WEST 10 FEET OF GRAND AVENUE LYING BETWEEN LOTS 78 AND 79 WAS ABANDONED.

APN: 251-360-001

PARCEL 9: (CITY HALL)

LOTS 1, 2, 3 AND 4 IN BLOCK 2 OF PIONEER AND MURPHY'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 4 OF MAPS, PAGE 29, TULARE COUNTY RECORDS.

NOTE: BY ORDER OF THE CITY OF PORTERVILLE THAT PORTION OF DIVISION STREET LYING ALONG THE WEST LINE OF BLOCK 2 WAS ABANDONED BY RESOLUTIONS RECORDED JUNE 12, 1956 IN BOOK 1929, PAGE 318 AND NOVEMBER 26, 1979 IN BOOK 3717, PAGE 650, OFFICIAL RECORDS.

APN: 253-191-001

PARCEL 10: (CENTENNIAL PLAZA)

LOTS 6, 7 AND 8 OF BLOCK 7 OF PIONEER & MURPHY'S ADDITION IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN VOLUME 4 OF MAPS AT PAGE 29, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 253-192-05

PARCEL 11: (PUBLIC SAFETY FACILITY)

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Facility consists of:

1. **City Hall**, located at 291 North Main Street in Porterville. Constructed in 1968 and renovated in 1990. Total square footage is 25,908.
2. **Police Station**, located at 350 North D Street in Porterville. Constructed in 1988. Total square footage is 16,300.
3. **Fire Station No. 2**, located at 500 North Newcomb Street in Porterville. Constructed in 1991. Total square footage is 4,830.
4. **Corporation Yard**, located at 555 North Prospect Street in Porterville. Constructed in 1980 and renovated in 1988, 1990 and 2007. Total square footage is 26,180.
5. **Centennial Plaza**, located at 298 North Main Street in Porterville. Constructed in 2006. Total square footage is 13,219.
6. **Public Safety Facility**, located at 980 South Jaye Street in Porterville. Constructed in 2016. Total square footage is 13,000.

EXHIBIT C

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component	Total Lease Payment	Annual Lease Payment
11/15/21	\$ 565,816	\$ 192,314.65	\$ 758,130.65	—
05/15/22	565,816	246,895.57	812,711.57	\$ 1,570,842.22
11/15/22	562,777	239,257.06	802,034.06	—
05/15/23	562,777	231,659.57	794,436.57	1,596,470.63
11/15/23	593,253	224,062.08	817,315.08	—
05/15/24	593,253	216,053.16	809,306.16	1,626,621.24
11/15/24	610,908	208,044.25	818,952.25	—
05/15/25	610,908	199,796.99	810,704.99	1,629,657.24
11/15/25	628,122	191,549.73	819,671.73	—
05/15/26	628,122	183,070.08	811,192.08	1,630,863.81
11/15/26	642,463	174,590.44	817,053.44	—
05/15/27	642,463	165,917.19	808,380.19	1,625,433.63
11/15/27	661,404	157,243.94	818,647.94	—
05/15/28	661,404	148,314.98	809,718.98	1,628,366.92
11/15/28	679,891	139,386.03	819,277.03	—
05/15/29	680,000	130,207.50	810,207.50	1,629,484.53
11/15/29	695,000	121,027.50	816,027.50	—
05/15/30	700,000	111,645.00	811,645.00	1,627,672.50
11/15/30	715,000	102,195.00	817,195.00	—
05/15/31	720,000	92,542.50	812,542.50	1,629,737.50
11/15/31	730,000	82,822.50	812,822.50	—
05/15/32	740,000	72,967.50	812,967.50	1,625,790.00
11/15/32	760,000	62,977.50	822,977.50	—
05/15/33	755,000	52,717.50	807,717.50	1,630,695.00
11/15/33	780,000	42,525.00	822,525.00	—
05/15/34	775,000	31,995.00	806,995.00	1,629,520.00
11/15/34	795,000	21,532.50	816,532.50	—
05/15/35	800,000	10,800.00	810,800.00	1,627,332.50
TOTALS	<u>\$18,854,377</u>	<u>\$3,854,110.72</u>	<u>\$22,708,487.72</u>	<u>\$22,708,487.72</u>

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

ASSIGNMENT AGREEMENT

Dated as of July 1, 2021

by and between the

PORTERVILLE PUBLIC IMPROVEMENT CORPORATION

and

U.S. BANK NATIONAL ASSOCIATION, as Trustee

Relating to:
\$18,854,377
CERTIFICATES OF PARTICIPATION
(2021 Refinancing Project)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
CITY OF PORTERVILLE, CALIFORNIA
As the Rental for Certain Property Pursuant to a Lease Agreement
with the Porterville Public Improvement Corporation

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, dated as of July 1, 2021, by and between the PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, a nonprofit public benefit corporation organized and existing under the laws of the State of California (the "Corporation"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under and by virtue of the laws of the United States of America, as trustee (the "Trustee");

WITNESSETH:

In the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties hereto recite and agree as follows:

Section 1. Recitals.

(a) The Corporation and the City of Porterville (the "City"), have entered into a lease agreement, dated as of July 1, 2021, a memorandum of which is recorded concurrently herewith (the "Lease Agreement"), whereby the Corporation has agreed to lease to the City, and the City has agreed to lease from the Corporation, those certain parcels of real property situated in Tulare County, State of California, more particularly described in Exhibit A hereto (the "Site"), and those certain improvements thereon, more particularly described in Exhibit B hereto (the "Facility" and, with the Site, the "Property"), in the manner and on the terms set forth in the Lease Agreement, which terms include, without limitation, the obligation of the City to pay lease payments (the "Lease Payments") to the Corporation in consideration of the City's use and enjoyment of the Property.

(b) Under the Lease Agreement, the Corporation is required to cause to be deposited with the Trustee certain sums of money to be credited, held and applied in accordance with the Lease Agreement and with a trust agreement, dated as of July 1, 2021 (the "Trust Agreement"), by and among the Corporation, the City and the Trustee.

(c) Upon delivery of the Lease Agreement, the Corporation is required to deposit with the Trustee moneys to provide for the redemption of the City's outstanding Certificates of Participation (2015 Refinancing Project) (the "2015 Certificates"). For the purpose of obtaining such moneys, the Corporation is willing to convey to certain persons (the "Owners") direct, undivided fractional interests in the Lease Payments, such direct, undivided fractional interests to be evidenced by certificates of participation therein (the "Certificates"). In order to make such fractional interests marketable on terms acceptable to the Corporation, the Corporation is willing to assign and transfer its rights under the Lease Agreement to the Trustee for the benefit of the Owners. Concurrently with the delivery of this Assignment Agreement, the Trustee is executing and delivering Certificates in an aggregate principal amount of eighteen million eight hundred fifty-four thousand three hundred seventy-seven dollars (\$18,854,377). The proceeds of such sale are anticipated to be sufficient to permit the Corporation to make the deposits required under the Lease Agreement and the Trust Agreement and to permit the Corporation to pay therewith the costs of refunding the 2015 Certificates.

(d) Each of the parties has authority to enter into this Assignment Agreement and has taken all actions necessary to authorize its officers to execute it.

Section 2. Assignment. The Corporation, for good and valuable consideration, hereby transfers, assigns and sets over to the Trustee, for the benefit of the Owners of the Certificates (as defined in the Trust Agreement), and Assured Guaranty Municipal Corp., as municipal bond insurer for the Certificates ("the Municipal Bond Insurer"), all of the Corporation's rights and interests under the Lease Agreement (excepting only the Corporation's rights under Sections 5.8, 7.3 and 9.4 but none of its obligations, including, without limitation, its obligations under Section 4.7 of the Lease Agreement), including without limitation (i) the right to receive and collect all of the Lease Payments from the City, (ii) the right to receive and collect any proceeds of any insurance maintained thereunder and of any condemnation award rendered with respect to the Property, and (iii) the right to exercise such rights and remedies conferred on the Corporation pursuant to the Lease Agreement as may be necessary or convenient (A) to enforce payment of the Lease Payments and any other amounts required to be deposited in the Lease Payment Fund or the Insurance and Condemnation Fund established under the Trust Agreement, or (B) otherwise to protect the interests of the Owners in the event of a default by the City under the Lease Agreement. All rights assigned by the Corporation shall be administered by the Trustee in accordance with the provisions of the Trust Agreement and for the equal and fractional benefit of the Owners of the Certificates.

Section 3. Acceptance. The Trustee hereby accepts the assignments made herein for the purpose of securing, equally and fractionally, the payments due pursuant to the Lease Agreement and the Trust Agreement to, and the rights under the Lease Agreement and Trust Agreement of, the Owners of the Certificates delivered pursuant to the Trust Agreement, all subject to the provisions of the Trust Agreement.

Section 4. Conditions. This Assignment Agreement shall neither confer rights nor impose duties upon the Trustee beyond those expressly provided in the Trust Agreement. The Trustee assumes no responsibility for the accuracy of the recitals herein.

Section 5. Third Party Beneficiary. The Municipal Bond Insurer shall be deemed to be a third party beneficiary of this Assignment Agreement.

Section 6. Amendment. This Assignment Agreement may not be amended except as permitted under Section 10.01 of the Trust Agreement.

Section 7. Execution in Counterparts. This Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

PORTERVILLE PUBLIC IMPROVEMENT
CORPORATION

By _____
John D. Lollis
Executive Director

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By _____
Ilse Vlach
Assistant Vice President

[NOTARY ACKNOWLEDGMENTS TO BE ATTACHED]

EXHIBIT A
DESCRIPTION OF THE SITE

All that certain real property situated in Tulare County, State of California, described as follows:

PARCEL 1: (POLICE STATION)

THE EAST 65 FEET OF THE NORTH 47 FEET OF LOT 1 IN BLOCK 7 OF B. HOCKETT'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 2: (POLICE STATION)

THE WEST 45 FEET OF LOT 1 AND THE NORTH 20 FEET OF THE WEST 45 FEET OF LOT 2 IN BLOCK 7 OF B. HOCKETT'S ADDITION TO PORTERVILLE, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 3: (POLICE STATION)

THOSE PORTIONS OF LOT 1 AND 2 IN BLOCK 7 OF B. HOCKETT'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 47 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST 65 FEET; THENCE SOUTH 33 FEET; THENCE EAST 65 FEET; THENCE NORTH 33 FEET TO THE POINT OF BEGINNING.

APN: PORTION OF 252-176-008

PARCEL 4: (POLICE STATION)

THE SOUTH 40 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4 IN BLOCK 7 OF B. HOCKETT'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS.

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PARCEL 5: (POLICE STATION)

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APN: PORTION OF 252-176-008

PARCEL 6: (POLICE STATION)

LOTS 1 AND 2 IN BLOCK 3 OF HOCKETT AND PARKHURST NORTH EXTENSION OF PORTERVILLE, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 5 OF MAPS, PAGE 53, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 7: (POLICE STATION)

LOTS 7 AND 8 IN BLOCK 3 OF HOCKETT AND PARKHURST NORTH EXTENSION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 5 OF MAPS, PAGE 53, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 8: (FIRE STATION #2 AND CORPORATION YARD)

LOTS 75 AND 78 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, SUBDIVISION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 34 OF MAPS, TULARE COUNTY RECORDS.

EXCEPTING THE WEST 40 FEET OF SAID LOT 75.

MEMO: BY ORDER OF BOARD OF SUPERVISORS OF TULARE COUNTY, THE EAST 10 FEET AND THE WEST 10 FEET OF GRAND AVENUE LYING BETWEEN LOTS 78 AND 79 WAS ABANDONED.

APN: 251-360-001

PARCEL 9: (CITY HALL)

LOTS 1, 2, 3 AND 4 IN BLOCK 2 OF PIONEER AND MURPHY'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 4 OF MAPS, PAGE 29, TULARE COUNTY RECORDS.

NOTE: BY ORDER OF THE CITY OF PORTERVILLE THAT PORTION OF DIVISION STREET LYING ALONG THE WEST LINE OF BLOCK 2 WAS ABANDONED BY RESOLUTIONS RECORDED JUNE 12, 1956 IN BOOK 1929, PAGE 318 AND NOVEMBER 26, 1979 IN BOOK 3717, PAGE 650, OFFICIAL RECORDS.

APN: 253-191-001

PARCEL 10: (CENTENNIAL PLAZA)

LOTS 6, 7 AND 8 OF BLOCK 7 OF PIONEER & MURPHY'S ADDITION IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN VOLUME 4 OF MAPS AT PAGE 29, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 253-192-05

PARCEL 11: (PUBLIC SAFETY FACILITY)

EXHIBIT B

DESCRIPTION OF THE FACILITY

The Facility consists of:

1. **City Hall**, located at 291 North Main Street in Porterville. Constructed in 1968 and renovated in 1990. Total square footage is 25,908.
2. **Police Station**, located at 350 North D Street in Porterville. Constructed in 1988. Total square footage is 16,300.
3. **Fire Station No. 2**, located at 500 North Newcomb Street in Porterville. Constructed in 1991. Total square footage is 4,830.
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5. **Centennial Plaza**, located at 298 North Main Street in Porterville. Constructed in 2006. Total square footage is 13,219.
6. **Public Safety Facility**, located at 980 South Jaye Street in Porterville. Constructed in 2016. Total square footage is 13,000.

TRUST AGREEMENT

Dated as of July 1, 2021

by and among

U.S. BANK NATIONAL ASSOCIATION, as Trustee,

the

PORTERVILLE PUBLIC IMPROVEMENT CORPORATION

and the

CITY OF PORTERVILLE, CALIFORNIA

Relating to:
\$18,854,377
CERTIFICATES OF PARTICIPATION
(2021 Refinancing Project)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
CITY OF PORTERVILLE, CALIFORNIA
As the Rental for Certain Property Pursuant to a Lease Agreement
with the Porterville Public Improvement Corporation

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EXHIBIT A:	DEFINITIONS
EXHIBIT B:	FORM OF THE CERTIFICATES

TRUST AGREEMENT

THIS TRUST AGREEMENT, dated as of July 1, 2021, by and among U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee"), the PORTERVILLE PUBLIC IMPROVEMENT CORPORATION, a nonprofit, public benefit corporation organized and existing under the laws of the State of California (the "Corporation"), and the CITY OF PORTERVILLE, a municipal corporation and chartered city, organized and existing under the laws of the State of California (the "City");

WITNESSETH:

WHEREAS, the City and the Corporation have entered into a lease agreement, dated as of the date hereof (the "Lease Agreement"), whereby the Corporation has agreed to lease certain real property and improvements (collectively, the "Property") to the City and the City has agreed to lease the Property from the Corporation;

WHEREAS, for the purpose of obtaining the moneys required to be deposited by it with the Trustee all for the purpose of enabling the City to (a) provide for the redemption of the City's outstanding Certificates of Participation (2015 Refinancing Project) (the "2015 Certificates"), the Corporation proposes to assign and transfer certain of its rights under the Lease Agreement to the Trustee, and the Trustee has agreed to execute and deliver certificates of participation, each evidencing a direct, fractional interest in lease payments made by the City under the Lease Agreement, to provide the moneys required herein to be deposited by the Corporation; and

WHEREAS, the proceeds of the Certificates, together with other available moneys, will be applied by the City to (a) redeem the 2015 Certificates, (b) purchase a reserve fund municipal bond insurance policy in lieu of cash funding a reserve fund for the Certificates, and (c) pay delivery costs incurred in connection with the execution, delivery and sale of the Certificates;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. The terms defined in Exhibit A attached hereto and by this reference incorporated herein, as used and capitalized herein, shall, for all purposes of this Trust Agreement, have the meanings ascribed to them in said Exhibit A unless the context clearly requires some other meaning.

Section 1.02. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

Section 1.03. Exhibits. The following exhibits are attached to, and by reference made a part of, this Trust Agreement:

EXHIBIT A: DEFINITIONS

EXHIBIT B: FORM OF THE CERTIFICATES

ARTICLE II
THE CERTIFICATES OF PARTICIPATION

Section 2.01. Authorization. The Trustee is hereby authorized and directed upon written request from the Corporation to execute and deliver, to the Original Owner identified in such written request, Certificates in an aggregate principal amount of eighteen million eight hundred fifty-four thousand three hundred seventy-seven dollars (\$18,854,377) evidencing direct, undivided fractional interests of the Owners thereof in the Lease Payments.

Section 2.02. Date; Payment of Interest. Each Certificate shall be dated as of the Closing Date. Interest with respect thereto shall be payable from the Interest Payment Date next preceding the date of execution thereof, unless: (i) it is executed as of an Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (ii) it is executed after a Regular Record Date and before the following Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (iii) it is executed on or before November 15, 2021, in which event interest with respect thereto shall be payable from the Closing Date; *provided, however*, that if, as of the date of execution of any Certificate, interest is in default with respect to any Outstanding Certificates, interest represented by such Certificate shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Certificates. Payment of defaulted interest shall be paid by check mailed to the Owners as of a special record date to be fixed by the Trustee in its sole discretion, notice of which shall be given to the Owners not less than ten (10) days prior to such special record date.

Section 2.03. Maturity; Interest Rates; Percentages.

(a) *Maturity; Interest Rates*. The Certificates shall mature on June 1, 2035, and interest represented thereby shall be computed at the rate of 2.700% per annum.

(b) *Payments With Respect to Certificates Equal to Total Lease Payments*. The total principal and interest due with respect to all Certificates shall not exceed the total Lease Payments due under the Lease Agreement.

(c) The Certificates shall not be (i) assigned a rating by any rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service Bureau.

Section 2.04. Interest. Interest represented by the Certificates shall be payable on each Interest Payment Date to and including the date of maturity or redemption, whichever is earlier, as provided in Section 2.10 hereof. Said interest shall represent the portion of Lease Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date. The portion of Lease Payments designated as interest with respect to any Certificate shall be computed by multiplying the portion of Lease Payments designated as principal with respect to such Certificate by the rate of interest applicable to such Certificate (on the basis of a 360-day year of twelve 30-day months).

Section 2.05. Forms. The Certificates shall be delivered in the form of fully registered Certificates without coupons in the denomination of \$5,000 or any integral multiple thereof. The Certificates shall be numbered consecutively, beginning with R-1. The Certificates shall be

substantially in the form set forth in Exhibit B attached hereto and by this reference incorporated herein.

Section 2.06. Execution. The Certificates shall be executed by and in the name of the Trustee by the manual signature of an authorized officer or signatory of the Trustee. If any officer or signatory whose signature appears on any Certificate ceases to be such officer or signatory before the date of delivery of said Certificate, such signature shall nevertheless be as effective as if the officer or signatory had remained in office until such date.

Section 2.07. Application of Proceeds. The net proceeds received by the Trustee from the sale of the Certificates in the aggregate amount of \$18,677,354.47, being the face amount of the Certificates (\$18,854,377), less \$136,250.93 being the premium for the Municipal Bond Insurance Policy paid by the Original Owner as an accommodation to the City, and less \$40,771.60 being the premium for the Reserve Fund Policy, paid by the Original Owner as an accommodation to the City, shall forthwith be deposited by the Trustee in the following respective funds:

(a) The Trustee shall deposit in the Delivery Costs Fund an amount equal to \$125,060.39;

(b) The Trustee shall transfer the sum of \$18,552,294.08 to Capital One Public Funding, LLC, being the amount required to redeem the 2015 Certificates on the Closing Date (being the outstanding principal amount of the 2015 Certificates of \$18,105,000 plus a 2% redemption premium of \$362,100.00 plus accrued interest of \$85,194.08 from June 1, 2021, to the Closing date) as follows:

[Capital One wire instructions].

The Trustee may establish a temporary fund or account in its records to facilitate such deposits and transfers.

Section 2.08. Transfer and Exchange.

(a) *Transfer of Certificates*. The registration of any Certificate may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by his attorney duly authorized in writing upon surrender of such Certificate for cancellation at the Principal Corporate Trust Office, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Certificate or Certificates shall be surrendered for registration of transfer, the Trustee shall execute and deliver a new Certificate or Certificates for like aggregate principal amount in authorized denominations. The City shall pay any costs of the Trustee incurred in connection with such transfer, except that the Trustee may require the payment by the Certificate Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The Trustee shall not be required to transfer (i) any Certificates or portion thereof during the period between the date fifteen (15) days prior to the date of selection of Certificates for redemption and such date of selection, or (ii) any Certificates selected for redemption.

Certificates shall be delivered only to an Owner that has executed and delivered to the Trustee an Investor Letter. The Trustee shall not register the transfer of any Bond unless the Trustee receives an Investor Letter from the proposed transferee.

Notwithstanding any other provision hereof, Bonds may not be registered in the name of, or transferred to, any person except an Approved Buyer.

(b) *Exchange of Certificates.* Certificates may be exchanged, upon surrender thereof, at the Principal Corporate Trust Office for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity. Whenever any Certificate or Certificates shall be surrendered for exchange, the Trustee shall execute and deliver a new Certificate or Certificates for like aggregate principal amount in authorized denominations. The City shall pay any costs of the Trustee incurred in connection with such exchange, except that the Trustee may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The Trustee shall not be required to exchange (i) any Certificate or any portion thereof during the period between the date fifteen (15) days prior to the date of selection of Certificates for redemption and such date of selection, or (ii) any Certificate selected for redemption.

Section 2.09. Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like tenor, maturity and amount in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be canceled by it and destroyed with a certificate of destruction furnished to the City. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft shall be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor, maturity and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment by the City of the expenses which may be incurred by the Trustee in carrying out the duties under this Section 2.09. Any Certificate executed and delivered under the provisions of this Section 2.09 in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and fractionally entitled to the benefits of this Trust Agreement with all other Certificates secured by this Trust Agreement. The Trustee shall not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section 2.09, in lieu of delivering a new Certificate to replace a Certificate which has been mutilated, lost, destroyed or stolen, and which has matured or has been called for redemption, the Trustee may make payment with respect to such Certificate upon receipt of the aforementioned indemnity.

Section 2.10. Payment. Payment of interest due with respect to any Certificate on any Interest Payment Date shall be made to the person appearing on the Registration Books as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the Interest Payment Date by first class mail to such Owner at his address as it appears on the Registration Books as of such Regular Record Date or, upon written request filed with the Trustee prior to the Regular Record Date by an Owner of at least \$1,000,000 in aggregate principal amount of Certificates, by wire transfer in immediately available funds to an account in the United States designated by such Owner in such written request. Any such written request shall remain in effect until rescinded in writing by the Owner. The principal and redemption price with respect to the Certificates at maturity or upon prior redemption shall be payable by check denominated in lawful money of the United States of America upon surrender of the Certificates at the Principal Corporate Trust Office, provided, however, that, so long as the Original Owner or another Owner owns all of the Outstanding Certificates, no presentation and surrender shall be required for purposes of receiving mandatory redemption payments pursuant to Section 4.01(c) and such payments shall

also be paid by wire transfer in immediately available funds to an account in the United States designated by such Owner in a written request filed with the Trustee prior to the Regular Record Date. Any such written request shall remain in effect until rescinded in writing by the Owner.

Section 2.11. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificates. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, stating that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(b) The fact of the ownership of Certificates by any person and the amount, the maturity and the numbers of such Certificates and the date of his holding the same shall be proved by the Registration Books.

Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trustee pursuant to such request or consent.

Section 2.12. Registration Books. The Trustee shall keep or cause to be kept, at its Principal Corporate Trust Office, sufficient records for the registration and registration of transfer of the Certificates, which shall at all reasonable times be open to inspection by the City and the Corporation during regular business hours on any Business Day with reasonable prior notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Certificates as hereinbefore provided.

ARTICLE III

ESTABLISHMENT AND DISBURSEMENT OF DELIVERY COSTS FUND

Section 3.01. Delivery Costs Fund. The Trustee shall establish a special fund designated as the "Delivery Costs Fund;" shall keep such fund separate and apart from all other funds and moneys held by it; and shall administer such fund as provided herein. There shall be deposited in the Delivery Costs Fund the proceeds of sale of the Certificates required to be deposited therein pursuant to Section 2.07(a) hereof and any other funds from time to time deposited with the Trustee for such purpose and identified in writing to the Trustee.

Section 3.02. Payment of Delivery Costs. The moneys in the Delivery Costs Fund shall be disbursed by the Trustee to pay the Delivery Costs.

(a) The Trustee shall disburse moneys in the Delivery Costs Fund only upon a receipt of a sequentially numbered requisition, signed by a City Representative, setting forth the amounts to be disbursed for payment or reimbursement of Delivery Costs and the name and address of the person or persons to whom said amounts are to be disbursed, stating that the amounts to be disbursed are for Delivery Costs properly chargeable to the Delivery Costs Fund.

(b) The Trustee shall be responsible for the safekeeping and investment (in accordance with Section 8.02 hereof) of the moneys held in the Delivery Costs Fund and the payment thereof in accordance with this Section 3.02, but the Trustee shall not be responsible for the truth or accuracy of such requisitions, may rely conclusively thereon and shall be under no duty to investigate or verify any statements made therein.

(c) Upon written notice from a City Representative that all Delivery Costs have been paid, but in no event later than September 29, 2021, the Trustee shall transfer any moneys then remaining in the Delivery Costs Fund to the Lease Payment Fund and applied for the purposes of the Lease Payment, the Delivery Costs Fund shall be closed, the Trustee shall no longer be obligated to make payments for Delivery Costs and all further Delivery Costs shall be paid by the City.

ARTICLE IV

REDEMPTION OF CERTIFICATES

Section 4.01. Redemption.

(a) *Optional Redemption.* The Certificates are not subject to optional redemption prior to June 1, 2031. The Certificates are subject to optional redemption in whole on any Interest Payment Date on or after June 1, 2031, at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium, from the proceeds of the optional prepayment of Lease Payments made by the City pursuant to the Lease Agreement.

(b) *Redemption From Net Proceeds of Insurance, Title Insurance, Condemnation or Eminent Domain Award.* The Certificates are subject to mandatory redemption in whole or in part on any date from the Net Proceeds of an insurance, title insurance, condemnation, or eminent domain award to the extent credited towards the prepayment of the Lease Payments by the City pursuant to Section 10.3 of the Lease Agreement, at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

(c) *Mandatory Redemption.* The Certificates are subject to mandatory redemption in part on each June 1 and December 1, commencing December 1, 2021, from the principal components of scheduled Lease Payments required to be paid by the City pursuant to Section 4.4 of the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in Section 6.3 of the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Redemption Date	Principal Amount of Certificates to be Redeemed	Redemption Date	Principal Amount of Certificates to be Redeemed
12/1/21	\$565,816	12/1/28	\$679,891
6/1/22	565,816	6/1/29	680,000
12/1/22	562,777	12/1/29	695,000
6/1/23	562,777	6/1/30	700,000
12/1/23	593,253	12/1/30	715,000
6/1/24	593,253	6/1/31	720,000
12/1/24	610,908	12/1/31	730,000
6/1/25	610,908	6/1/32	740,000
12/1/25	628,122	12/1/32	760,000
6/1/26	628,122	6/1/33	755,000
12/1/26	642,463	12/1/33	780,000
6/1/27	642,463	6/1/34	775,000
12/1/27	661,404	12/1/34	795,000
6/1/28	661,404	6/1/35†	800,000

†Maturity.

In the event that the Trustee shall redeem Certificates in part but not in whole pursuant to subsections (a) or (b) of this Section 4.01, the amount of the Certificates to be redeemed in each subsequent year pursuant to this subsection (c) shall be reduced to correspond to the principal components of the Lease Payments prevailing following such redemption as determined pursuant to Section 4.4(b) of the Lease Agreement.

Section 4.02. Selection of Certificates for Redemption. Whenever provision is made in this Trust Agreement for the redemption of Certificates and less than all Outstanding Certificates are to be redeemed, the Trustee shall select Certificates for redemption from the Outstanding Certificates not previously called for redemption in such order of maturity as shall be designated by the City, except for redemption pursuant to Section 4.01(c), (and, in lieu of such designation, *pro rata* among maturities) and by lot within a maturity. The Trustee shall select Certificates for redemption within a maturity by lot in any manner which the Trustee shall, in its sole discretion, deem appropriate. For the purposes of such selection, Certificates shall be deemed to be composed of \$5,000 portions and any such portion may be separately redeemed. The Trustee shall promptly notify the City and the Corporation in writing of the Certificates so selected for redemption. Selection by the Trustee of Certificates for redemption shall be final and conclusive. Upon the occurrence of an optional redemption in part, the selection of Certificates to be redeemed shall be subject to the approval of the Municipal Bond Insurer.

Section 4.03. Notice of Redemption. Unless waived in writing by any Owner of a Certificate to be redeemed, notice of any such redemption shall be given by the Trustee on behalf and at the expense of the City, by mailing a copy of a redemption notice by first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to such Owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Registration Books maintained by the Trustee or at such other address as is furnished in writing by such Owner to the Trustee; *provided, however*, that neither the failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the redemption of the Certificates.

All notices of redemption shall be dated and shall state: (i) the redemption date; (ii) the redemption price; (iii) if less than all Outstanding Certificates of a maturity are to be redeemed, the Certificate numbers (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed; (iv) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption and that interest with respect thereto shall cease to accrue from and after said date; (v) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Corporate Trust Office; (vi) the CUSIP numbers of all Certificates being redeemed; (vii) the original date of execution and delivery of the Certificates; (viii) the rate of interest payable with respect to each maturity of Certificates being redeemed; (ix) the maturity date of each Certificate being redeemed; and (x) any other descriptive information needed to identify accurately the Certificates being redeemed.

Notwithstanding the foregoing, in the case of any optional redemption of the Certificates under Section 4.01(a), the notice of redemption shall state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Certificates on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Certificates have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Certificates to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the Certificates for which notice of optional redemption was given shall remain Outstanding for all purposes of this Trust Agreement.

Notice of redemption having been given as aforesaid and the deposit of the redemption price having been made by the City, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date interest with respect to such Certificates or portions of Certificates shall cease to be payable. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Trustee at the redemption price. Upon the payment of the redemption price of Certificates being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Certificates being redeemed with the proceeds of such check or other transfer, to the extent possible. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Certificates which have been redeemed shall be canceled by the Trustee, shall not be redelivered and shall be destroyed pursuant to Section 14.07.

In addition to the foregoing notice to the Owners, notice shall also be given by the Trustee, by telecopy, registered, certified or overnight mail, to all Securities Depositories and to an Information Service which shall state the information set forth above, but no defect in said notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption.

The Trustee shall have no responsibility for a defect in the CUSIP number that appears on any Certificate or in the redemption notice. The redemption notice may provide that the CUSIP numbers have been assigned by an independent service and are included in the notice solely for the convenience of Certificate Owners and that the Trustee and the City shall not be liable in any way for inaccuracies in said numbers.

Section 4.04. Partial Redemption of Certificate. Upon surrender of any Certificate redeemed in part only, the Trustee shall execute and deliver to the Owner thereof a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Certificate surrendered and of the same interest rate and the same maturity.

Section 4.05. Purchase of Certificates. In lieu of redemption of Certificates as provided in this Article IV, amounts held by the Trustee for such redemption may also be used on any Interest Payment Date, upon receipt by the Trustee at least ninety (90) days prior to the next scheduled Interest Payment Date of the written request of a City Representative, for the purchase of Certificates at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the City may in its discretion direct. Such purchases may be effected through the investment department of the Trustee or of an affiliate of the Trustee. The aggregate principal amount of Certificates of the same maturity purchased in lieu of redemption pursuant to this Section 4.05 shall not exceed the aggregate principal amount of Certificates of such maturity which would otherwise be subject to such redemption. Remaining moneys, if any, shall be deposited in the Lease Payment Fund. The exercise of any provision of this Trust Agreement which permits the purchase of Certificates in lieu of redemption shall require prior written approval of the Municipal Bond Insurer wherein any Certificate so purchased is not extinguished.

ARTICLE V

LEASE PAYMENTS; LEASE PAYMENT FUND

Section 5.01. Assignment of Rights in Lease Agreement. The Corporation has, in the Assignment Agreement, transferred, assigned and set over to the Trustee certain of its rights but none of its obligations set forth in the Lease Agreement, including but not limited to all of the Corporation's rights to receive and collect Lease Payments and all other amounts required to be deposited in the Lease Payment Fund pursuant to the Lease Agreement or pursuant hereto. All Lease Payments and such other amounts to which the Corporation may at any time be entitled shall be paid directly to the Trustee and all of the Lease Payments collected or received by the Corporation shall be deemed to be held and to have been collected or received by the Corporation as the agent of the Trustee, and if received by the Corporation at any time shall be deposited by the Corporation with the Trustee within one Business Day after the receipt thereof, and all such Lease Payments and such other amounts shall be forthwith deposited by the Trustee upon the receipt thereof in the Lease Payment Fund.

Section 5.02. Establishment of Lease Payment Fund. The Trustee shall establish a special fund designated as the "Lease Payment Fund." All moneys at any time deposited by the Trustee in the Lease Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates. So long as any Certificates are Outstanding, neither the City nor the Corporation shall have any beneficial right or interest in the Lease Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

Section 5.03. Deposits. There shall be deposited in the Lease Payment Fund all Lease Payments received by the Trustee, including any moneys received by the Trustee for deposit therein pursuant to Sections 4.01, 5.01 or Article VII hereof, or Article X of the Lease Agreement, and any other moneys required to be deposited therein pursuant to the Lease Agreement or pursuant to this Trust Agreement.

Section 5.04. Application of Moneys. All amounts in the Lease Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and interest with respect to the Certificates as the same shall become due and payable in accordance with the provisions of Article II and Article IV hereof.

Section 5.05. Surplus. Any surplus remaining in the Lease Payment Fund after redemption and/or payment of all Certificates, including accrued interest (if any) and payment of any applicable fees and expenses to the Trustee, or provision for such redemption or payment having been made to the satisfaction of the Trustee and payment of any amounts owed to the Municipal Bond Insurer, shall be withdrawn by the Trustee and remitted to the City.

ARTICLE VI
RESERVE FUND

Section 6.01. Establishment of the Reserve Fund. The Trustee shall establish a special fund designated as the "Reserve Fund." All moneys, equal to the Reserve Requirement, at any time on deposit in the Reserve Fund shall be held by the Trustee in trust for the benefit of the Owners of the Certificates, and applied solely as provided herein.

Section 6.02. Funding.

(a) In lieu of cash funding the Reserve Fund, on the Closing Date, the Municipal Bond Insurer will deliver the Reserve Fund Policy.

(b) If, on any Interest Payment Date, the moneys available in the Lease Payment Fund do not equal the amount of the principal and interest with respect to the Certificates then coming due and payable, the Trustee shall apply the moneys available in the Reserve Fund to make delinquent amounts by transferring the amount necessary for this purpose to the Lease Payment Fund or shall draw on the Reserve Fund Policy and apply amounts received from such draw to make delinquent amounts by transferring the amount necessary for this purpose to the Lease Payment Fund.

(c) With respect to the Reserve Fund Policy, notwithstanding anything to the contrary set forth in this Trust Agreement and the Lease Agreement, the City, the Corporation and the Trustee agree to comply with the following provisions:

(i) The City shall, as an Additional Payment under the Lease Agreement, repay any draws under the Reserve Fund Policy and pay all related reasonable expenses incurred by the Municipal Bond Insurer. Interest shall accrue and be payable on such draws and expenses from the date of payment by the Municipal Bond Insurer at the Late Payment Rate.

(ii) Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, the "Policy Costs") shall commence in the first month following each draw, and each such monthly payment, shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

(iii) Amounts in respect of Policy Costs paid to the Municipal Bond Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Municipal Bond Insurer on account of principal due, the coverage under the Reserve Fund Policy will be increased by a like amount, subject to the terms of the Reserve Fund Policy.

(iv) All cash and investments in the Reserve Fund and all other available amounts in any funds available to pay amounts due with respect to the Certificates shall be applied to the payment of debt service on the Certificates before any drawing may be made on the Reserve Fund Policy.

(v) Payment of any Policy Cost shall be made prior to replenishment of any cash amounts in the Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the Reserve Fund Policy without regard to the legal or financial ability or willingness of the Municipal

Bond Insurer to honor a claim or draw thereon or the failure of the Municipal Bond Insurer to honor any such claim or draw.

(d) Draws under the Reserve Fund Policy may only be used to make payments on Certificates covered under the Reserve Fund Policy.

(e) If the City shall fail to pay any Policy Costs in accordance with the requirements of paragraph (a) above, the Municipal Bond Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Lease Agreement and this Trust Agreement.

(f) The Lease Agreement and this Trust Agreement shall not be discharged until all Policy Costs owing to the Municipal Bond Insurer shall have been paid in full. The Corporation's and the City's obligation to pay such amount shall expressly survive payment in full of the Certificates.

(g) The Trustee shall ascertain the necessity for a claim upon the Reserve Fund Policy in accordance with the provisions of paragraph (a) hereof and provide notice to the Municipal Bond Insurer at least three Business Days prior to each date upon which interest or principal is due on the Certificates.

(h) Any amendment, supplement, modification to, or waiver of any of this Trust Agreement and the Lease Agreement that requires the consent of the Owners of the Certificates or adversely affects the rights or interest of the Municipal Bond Insurer shall be subject to the prior written consent of the Municipal Bond Insurer.

(i) the Municipal Bond Insurer is recognized as and shall be deemed to be a third party beneficiary of this Trust Agreement and the Lease Agreement and may enforce the provisions of this Trust Agreement and the Lease Agreement as if it were a party thereto.

(j) The City shall be obligated to pay as an Additional Payment to the Trustee for deposit to the Reserve Fund an amount equal to the debt service reserve replenishment under this Trust Agreement, including amounts required in order to repay draws and Policy Costs under the Reserve Fund Policy.

(k) No release, sale, disposition or substitution of the Property shall occur without the prior written consent of the Municipal Bond Insurer.

Section 6.03. Transfers of Excess. The Trustee shall, on or before each January 1 and July 1, value investments in the Reserve Fund at market value and transfer any moneys in the Reserve Fund then in excess of the Reserve Requirement in accordance with Section 8.04; *provided, however,* that the Trustee shall not liquidate an investment to make such transfer of excess unless so directed in writing by a City Representative. The Trustee shall transfer any amount in excess of such sum to the Lease Payment Fund to be applied as a credit against amounts owed by the City for the payment of Lease Payments on each Lease Payment Date thereafter, until depleted.

Section 6.04. Transfer To Make All Lease Payments. If, on any Interest Payment Date, the moneys on deposit in the Reserve Fund, if any, and the Lease Payment Fund (excluding amounts required for payment of principal and interest with respect to Certificates not presented for payment) are sufficient to pay all Outstanding Certificates, including all principal and interest, the Trustee shall transfer all amounts then on deposit in the Reserve Fund, if any, to the Lease Payment Fund to be applied to the payment of the Lease Payments, and such

moneys shall be distributed to the Owners of Certificates in accordance with Article II and IV of this Trust Agreement. Any amounts remaining in the Reserve Fund upon payment in full of all Outstanding Certificates and all amounts due the Municipal Bond Insurer and the Trustee hereunder, or upon provision for such payment as provided in Section 15.01, shall be withdrawn by the Trustee and paid to the City.

ARTICLE VI

INSURANCE AND CONDEMNATION FUND; INSURANCE; EMINENT DOMAIN; TITLE INSURANCE

Section 7.01. Establishment of Insurance and Condemnation Fund; Application of Net Proceeds of Insurance Award.

(a) Any Net Proceeds of insurance against damage to or destruction of any part of the Property collected by the City in the event of any such damage or destruction shall be paid to the Trustee by the City pursuant to Section 6.2(a) of the Lease Agreement and deposited by the Trustee promptly upon receipt thereof in a special fund designated as the "Insurance and Condemnation Fund" to be established by the Trustee when deposits are required to be made therein.

(b) Within ninety (90) days following the date of such deposit, the City shall determine and notify the Trustee in writing of its determination either (i) that the replacement, repair, restoration, modification or improvement of the Property is not economically feasible or in the best interest of the City, or (ii) that all or a portion of such Net Proceeds are to be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property.

(c) In the event the City's determination is as set forth in clause (i) of paragraph (b) above, such Net Proceeds shall be promptly transferred by the Trustee to the Lease Payment Fund, applied to the prepayment of Lease Payments pursuant to Section 10.3 of the Lease Agreement and applied to the redemption of Certificates as provided in Section 4.01(b) hereof; *provided, however*, that in the event of damage or destruction of the Property in full, such Net Proceeds may be transferred to the Lease Payment Fund only if sufficient, together with other moneys available therefor, to cause the prepayment of the principal components of all unpaid Lease Payments pursuant to Section 10.3 of the Lease Agreement, otherwise such Net Proceeds shall be applied to the replacement, repair, restoration, modification or improvement of the Property; *provided further, however*, that in the event of damage or destruction of the Property in part, such Net Proceeds may be transferred to the Lease Payment Fund and applied to the prepayment of Lease Payments only if the resulting Lease Payments represent fair consideration for the remaining portions of the Property, evidenced by a certificate signed by a City Representative and a Corporation Representative.

(d) In the event the City's determination is as set forth in clause (ii) of paragraph (b) above, Net Proceeds deposited in the Insurance and Condemnation Fund shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Property by the City, and disbursed by the Trustee upon receipt of requisitions signed by a City Representative stating with respect to each payment to be made (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) the amount to be paid and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Trustee shall not be responsible for the representations made in such requisitions and may conclusively rely thereon and shall be under no duty to investigate or verify any statements made therein. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to the City.

Section 7.02. Application of Net Proceeds of Eminent Domain Award. If all or any part of the Property shall be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain), the Net Proceeds therefrom shall be deposited with the Trustee in the Insurance and Condemnation Fund pursuant to Section 6.2(b) of the Lease Agreement and shall be applied and disbursed by the Trustee as follows:

(a) If the City has given written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under the Lease Agreement, and (ii) such proceeds are not needed for repair or rehabilitation of the Property, the City shall so certify to the Trustee and the Trustee, at the City's written request, shall transfer such proceeds to the Lease Payment Fund to be credited towards the prepayment of the Lease Payments pursuant to Section 10.3 of the Lease Agreement and applied to the redemption of Certificates in the manner provided in Section 4.01(b) hereof.

(b) If the City has given written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under the Lease Agreement, and (ii) such proceeds are needed for repair, rehabilitation or replacement of the Property, the City shall so certify to the Trustee and the Trustee, at the City's written request, shall pay to the City, or to its order, from said proceeds such amounts as the City may expend for such repair or rehabilitation, upon the filing with the Trustee of requisitions of the City Representative in the form and containing the provisions set forth in Section 7.01. The Trustee shall not be responsible for the representations made in such requisitions and may conclusively rely thereon and shall be under no duty to investigate or verify any statements made therein.

(c) If (i) less than all of the Property shall have been taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the City has given written notice to the Trustee of its determination that such eminent domain proceedings have materially affected the operation of the Property or the ability of the City to meet any of its obligations with respect to the Property under the Lease Agreement or (ii) all of the Property shall have been taken in such eminent domain proceedings, then the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited toward the prepayment of the Lease Payments pursuant to Section 10.3 of the Lease Agreement and applied to the redemption of Certificates in the manner provided in 4.01(b) hereof.

(d) In making any determination under this Section 7.02, the City may, but shall not be required to, obtain at its expense, the report of an independent engineer or other independent professional consultant, a copy of which shall be filed with the Trustee. Any such determination by the City shall be final.

Section 7.03. Application of Net Proceeds of Title Insurance Award. The Net Proceeds from a title insurance award shall be deposited with the Trustee in the Insurance and Condemnation Fund pursuant to Section 6.2(c) of the Lease Agreement and shall be transferred to the Lease Payment Fund to be credited towards the prepayment of Lease Payments required to be paid pursuant to Section 10.3 of the Lease Agreement and applied to the redemption of Certificates in the manner provided in Section 4.01(b).

Section 7.04. Cooperation. The Corporation and the Trustee shall cooperate fully with the City, at the expense of the City, in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of the Lease Agreement and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or any portion thereof. Neither the Trustee nor the Corporation shall be obligated to join in such

action if it believes it will be exposed to liability or has not been indemnified to its satisfaction from any loss, liability or expense including, but not limited to, attorneys fees.

ARTICLE III

MONEYS IN FUNDS; INVESTMENT

Section 8.01. Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Certificates and for the purposes herein specified and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement and shall not (except as set forth in Section 9.03 hereof) be subject to levy, attachment or lien by or for the benefit of any creditor of the Corporation, the Trustee, the City or any Owner of Certificates.

Section 8.02. Investments Authorized. Moneys held by the Trustee hereunder shall, upon written order of a City Representative, be invested and reinvested by the Trustee in Permitted Investments. The Trustee may deem all investments directed by a City Representative as Permitted Investments without independent investigation thereof. If a City Representative shall fail to so direct investments, the Trustee shall invest the affected moneys in Permitted Investments described in paragraph (f) of the definition thereof as shown in Exhibit A hereto. Such investments, if registrable, shall be registered in the name of and held by the Trustee or its nominee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 8.02. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as principal or agent in the making or disposing of any investment and make or dispose of any investment through its investment department or that of an affiliate and shall be entitled to its customary fees therefor. The Trustee is hereby authorized, in making or disposing of any investment permitted by this Section 8.02, to deal with itself (in its individual capacity) or with one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account.

Unless otherwise consented to by the Municipal Bond Insurer, so long as any Certificates remain outstanding or any amounts are owed to the Municipal Bond Insurer by the City, the City shall not enter into any interest rate exchange agreement, cap, collar, floor, ceiling or other agreement or instrument involving reciprocal payment obligations between the City and a counterparty based on interest rates applied to a notional amount of principal.

Section 8.03. Accounting. The Trustee shall furnish to the City, at least monthly, an accounting which may be in the form of its customary accounting statements of all investments made by the Trustee; provided that the Trustee shall not be obligated to deliver an accounting for any fund or account that (a) has a balance of \$0.00 and (b) has not had any activity since the last reporting date. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 8.02 hereof. The City acknowledges that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory agency grant the City the right to receive brokerage confirmations of security transactions, the City waives receipt of such confirmations. The Trustee shall furnish to the City periodic statements of account which shall include detail of all investment transactions made by the Trustee.

Section 8.04. Allocation of Earnings. Unless and until otherwise directed by the City to the Trustee in writing, all interest or income received by the Trustee on investment of the Lease Payment Fund shall be retained in the Lease Payment Fund. Amounts retained or deposited in the Lease Payment Fund pursuant to this Section 8.04 shall be applied as a credit against the Lease Payment due by the City pursuant to the Lease Agreement on the Lease Payment Date following the date of deposit. All interest received by the Trustee on investment of the Reserve

Fund shall be retained in the Reserve Fund in the event that amounts on deposit in the Reserve Fund are less than the Reserve Requirement. Reserve Fund investments may not have maturities extending beyond five years, except for the Reserve Fund Policy and investment agreements or repurchase agreements approved by the Municipal Bond Insurer. In the event that amounts then on deposit in the Reserve Fund on the valuation date described in Section 6.03 hereof equal or exceed the Reserve Requirement, such excess shall be transferred to the Lease Payment Fund. Transfers to the Lease Payment Fund from the Reserve Fund shall be made by the Trustee on or prior to each June 1 and December 1. All interest or income in the Delivery Costs Fund shall be retained in the Delivery Costs Fund until the Delivery Costs Fund is closed pursuant to Section 3.02 hereof. All interest or income in the Project Fund shall be retained in the Project Fund until the Project Fund is closed pursuant to Section 3.05 hereof.

Section 8.05. Acquisition, Disposition and Valuation of Investments. The City covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Trust Agreement, or otherwise containing gross proceeds of the Certificates (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued at their market value.

ARTICLE IX
THE TRUSTEE

Section 9.01. Appointment of Trustee. U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America with a Principal Corporate Trust Office in Los Angeles, California, is hereby appointed Trustee, registrar and paying agent by the Corporation and the City for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Trust Agreement. The Corporation and the City agree that they will maintain a Trustee which shall be a corporation or association organized under the laws of any state, the United States of America, or the District of Columbia, authorized under such laws to exercise corporate trust powers, which shall have (or, in the case of a bank or trust company included in a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least fifty million dollars (\$50,000,000), subject to supervision or examination by federal or State authority, so long as any Certificates are Outstanding and acceptable to the Municipal Bond Insurer. If such corporation or association publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section 9.01, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 9.01, the Trustee shall resign immediately in the manner and with the effect specified in Section 9.07.

The Trustee is hereby authorized to pay the Certificates when duly presented for payment at maturity, or on redemption, or on purchase by the Trustee prior to maturity in accordance with Section 4.05 hereof, and to cancel all Certificates upon payment thereof. The Trustee shall keep records in accordance with industry standards of all funds administered by it and of all Certificates paid and discharged.

Section 9.02. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Trust Agreement and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations shall be read into this Trust Agreement against the Trustee. In case an Event of Default has occurred (which has not been cured or waived) the Trustee may exercise such of the rights and powers vested in it by this Trust Agreement and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) No provision in this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder either directly or by or through attorneys, receivers or agents and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder and shall

be absolutely protected in relying thereon. The Trustee shall not be responsible for the misconduct of such persons selected by it with reasonable care.

(d) The Trustee shall not be responsible for any recital herein, in the Assignment Agreement or in the Certificates, or for any of the supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Certificates delivered hereunder or intended to be secured hereby and the Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Corporation or the City under the Lease Agreement.

(e) The Trustee shall not be accountable for the use of any Certificates delivered hereunder or the proceeds thereof. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Certificates secured hereby with the same rights which it would have if it were not the Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee shall represent the Owners of the majority in principal amount of the Certificates then Outstanding.

(f) In the absence of bad faith on its part, the Trustee shall be protected in acting or refraining from acting upon any notice, request, consent, requisition, certificate, order, affidavit, facsimile, letter, telegram or other paper or document believed by it to be genuine and to have been signed or sent by the proper person or persons. Any action taken or omitted to be taken by the Trustee in good faith pursuant to this Trust Agreement upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates executed and delivered in exchange therefor or in place thereof. The Trustee shall not be bound to recognize any person as an Owner of any Certificate or to take any action at his request unless such person is the registered owner as shown on the Registration Books.

(g) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by a Corporation Representative or a City Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been given notice or is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient. The Trustee may accept a certificate of a Corporation Representative or a City Representative to the effect that an authorization in the form therein set forth has been adopted by the Corporation or the City, as the case may be, as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(h) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees, affiliates and agents.

(i) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the City to make any of the Lease Payments to the Trustee required to be made by the City pursuant to the Lease Agreement or failure by the Corporation or the City to file with the Trustee any document required by this Trust Agreement or a Lease Agreement to be so filed subsequent to the delivery of the Certificates, unless the

Trustee shall be specifically notified in writing of such default by the Corporation, the City or by the Owners of at least five percent (5%) in aggregate principal amount of Certificates then Outstanding and all notices or other instruments required by this Trust Agreement to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Corporate Trust Office, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Trust Agreement with respect to the execution of any Certificates, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Trust Agreement, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the City to the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with Article VIII of this Trust Agreement.

(m) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Municipal Bond Insurer or the Owners of a majority in aggregate principal amount of the Outstanding Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

(n) Before taking any action under Article XIV hereof or this Section 9.02 at the request or direction of the Certificate Owners or the Municipal Bond Insurer, the Trustee may require payment or reimbursement of its fees and expenses, including fees and expenses of counsel and receipt of an indemnity bond satisfactory to it from the Certificate Owners or the Municipal Bond Insurer to protect it against all liability, except liability which is adjudicated to have resulted from its own negligence or willful misconduct in connection with any action so taken. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

(o) Under no circumstances shall the Trustee be liable for the obligations evidenced by the Certificates.

(p) The Trustee shall not be accountable for the use or application by the City or the Corporation or any other party of any funds which the Trustee has released in accordance with the terms of this Trust Agreement.

(q) The Trustee has no obligation or duty to insure compliance by the City with the Code.

(r) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal or environmental requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City or the Corporation of the Property. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Lease Agreement or this Trust Agreement for the existence, furnishing or use of the Property.

(s) The Trustee makes no representations as to the validity or sufficiency of the Certificates and shall incur no responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Certificates assigned to or imposed upon it. The Trustee shall not be responsible for the validity or sufficiency of the Lease Agreement or the assignment under the Assignment Agreement. The Trustee shall not be liable for the sufficiency or collection of any Lease Payments or other moneys required to be paid to it under the Lease Agreement (except as provided in this Trust Agreement), its right to receive moneys pursuant to the Lease Agreement, or the value of or title to the premises upon which the Property is located or the Property. The Trustee makes no representations and shall have no responsibility for any official statement or other offering material prepared or distributed with respect to the Certificates.

(t) In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity and all persons, including without limitation the Owners and the City or the Corporation having any claim against the Trustee arising from this Trust Agreement shall look only to the funds and accounts held by the Trustee hereunder for payment except as otherwise provided herein.

(u) The Trustee is authorized and directed to execute the Assignment Agreement in its capacity as Trustee hereunder.

(v) The Trustee will not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to any project refinanced with the proceeds of the Certificates, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

Section 9.03. Fees, Charges and Expenses of Trustee. The City shall pay and reimburse the Trustee for reasonable fees for its services rendered hereunder and under the Assignment Agreement and all advances and expenditures, including but not limited to, advances to and fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys or other experts employed by the Trustee in connection with such services and the Trustee shall, in the Event of Default, have a first and prior lien on the funds held hereunder to secure the same. The Trustee's rights hereunder, including its rights under Section 12.03 hereof, shall survive its resignation or removal and final payment of the Certificates.

Section 9.04. Notice to Certificate Owners of Default. If an Event of Default occurs of which the Trustee has been given or is deemed to have notice pursuant to Section 9.02(i) hereof, then the Trustee shall, within ninety (90) days of the occurrence thereof, give written notice thereof at the expense of the City by first class mail, postage prepaid, to the Owner of each Certificate, unless such Event of Default shall have been cured before the giving of such notice; *provided, however* that unless such Event of Default consists of the failure by the City to make any Lease Payment when due, the Trustee may elect not to give such notice if and so long as the Trustee in good faith determines that it is in the best interests of the Certificate Owners not to give such notice.

Section 9.05. Intervention by Trustee. In any judicial proceeding to which the Corporation or the City is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Certificates, the Trustee may intervene on behalf of the Certificate Owners and shall do so if requested in writing by the Municipal Bond Insurer or the Owners of at least twenty-five percent (25%) of the aggregate principal amount of Certificates then Outstanding and the Municipal Bond Insurer, provided the Trustee shall have no duty to take such action unless it has received payment or reimbursement and has been indemnified to its satisfaction as provided in Section 9.02(n) hereof against all risk or liability arising from such action.

Section 9.06. Removal of Trustee. Upon thirty (30) days' notice, the City (so long as no Event of Default shall have occurred and be continuing), the Municipal Bond Insurer or the Owners of at least a majority of the aggregate principal amount of Certificates then Outstanding may, with the consent of the Corporation, remove the Trustee initially appointed, and any successor thereto, by an instrument or concurrent instruments in writing delivered to the Trustee and the Corporation, and may appoint a successor or successors thereto; provided that any such successor shall be a corporation or association meeting the requirements set forth in Section 9.01 hereof.

Section 9.07. Resignation by Trustee. The Trustee and any successor Trustee may, at any time, resign by giving thirty (30) days' written notice by registered or certified mail to the City, the Corporation and the Municipal Bond Insurer.

Section 9.08. Appointment of Successor Trustee. In the event of the removal or resignation of the Trustee pursuant to Sections 9.06 or 9.07 hereof, the City shall promptly appoint a successor Trustee. In the event the City shall, for any reason whatsoever, fail to appoint a successor Trustee within thirty (30) days following the delivery to the Trustee of the instrument described in Section 9.06 hereof or within thirty (30) days following the receipt of notice by the City pursuant to Section 9.07 hereof, the Trustee may apply to a court of competent jurisdiction at the expense of the City, for the appointment of a successor Trustee meeting the requirements of Section 9.01 hereof. Any such successor Trustee appointed by such court shall become the successor Trustee hereunder notwithstanding any action by the City purporting to appoint a successor Trustee following the expiration of such thirty (30) day period. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee.

Section 9.09. Merger or Consolidation. Any company or association into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company or association shall be eligible under Section 9.01 hereof, shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other

matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 9.10. Concerning any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also the Corporation and the City an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the City, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Upon such acceptance, the City shall mail, by first class mail, postage prepaid, or cause the mailing of, notice thereof to the Certificate Owners at their respective addresses set forth on the Registration Books. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article IX, shall be filed or recorded by the successor Trustee in each recording office where the Assignment Agreement shall have been filed or recorded.

ARTICLE X

MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 10.01. Amendments Permitted. This Trust Agreement and the rights and obligations of the Owners of the Certificates, the Lease Agreement and the rights and obligations of the parties thereto, the Site and Facility Lease and the rights and obligations of the parties thereto and the Assignment Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Municipal Bond Insurer or, if the Municipal Bond Insurer is in breach of its obligations under the Municipal Bond Insurance Policy, the Owners of at least sixty percent (60%) in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 10.03 hereof, shall have been filed with the Trustee. No such modification or amendment shall (1) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof, without the express consent of the Owner of such Certificate and the Municipal Bond Insurer; or (2) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of a Lease Agreement; or (3) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental agreement shall become effective as provided in Section 10.02 hereof.

This Trust Agreement and the rights and obligations of the Owners of the Certificates and the Lease Agreement and the rights and obligations of the respective parties thereto, may (upon written notice to the Municipal Bond Insurer) be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only to the extent permitted by law and only (1) to add to the covenants and agreements of the Corporation or the City; (2) to cure, correct or supplement any ambiguous or defective provision contained herein or therein and which shall not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the Owners of the Certificates; (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not, in the opinion of nationally recognized bond counsel, materially adversely affect the interests of the Owners of the Certificates; (4) to make such additions, deletions or modifications as may be necessary or appropriate in the opinion of bond counsel to assure the exclusion from gross income for federal income tax purposes of the interest component of Lease Payments and the interest payable with respect to the Certificates; (5) to add to the rights of the Trustee; or (6) to maintain the rating or ratings assigned to the Certificates. Any such supplemental agreement shall become effective upon execution and delivery by the parties hereto or thereto, as the case may be.

This Trust Agreement and the Lease Agreement may not be modified or amended at any time by a supplemental agreement which would modify any of the rights and obligations of the Trustee without its written assent thereto.

The Trustee may request an opinion of Independent Counsel that any amendment entered into hereunder complies with the provisions of this Article X and the Trustee may rely conclusively on such opinion.

Section 10.02. Procedure for Amendment with Written Consent of Certificate Owners. This Trust Agreement and the Lease Agreement may be amended by supplemental agreement as provided in this Section 10.02 in the event the consent of the Owners of the Certificates is

required pursuant to Section 10.01 hereof. A copy of such supplemental agreement (or a summary thereof), together with a request to the Certificate Owners for their consent thereto, shall be mailed by first class mail, postage prepaid, by the Trustee at the expense of the City, to each Owner of a Certificate at his address as set forth on the Registration Books, but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as in this Section 10.02 provided.

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consents of the Municipal Bond Insurer or, if the Municipal Bond Insurer is in breach of its obligations under the Municipal Bond Insurance Policy, the Owners of at least sixty percent (60%) in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in Section 10.03 hereof) and a notice shall have been mailed as hereinafter in this Section 10.02 provided. Each such consent shall be effective only if accompanied by proof of ownership of the Certificates for which such consent is given, which proof shall be such as is permitted by Section 2.11 hereof. Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in the following paragraph of this Section 10.02 provided for has been mailed.

After the Owners of the required percentage of Certificates shall have filed their consents to such supplemental agreement, the Trustee shall mail by first class mail, postage prepaid, a notice at the expense of the City, to the Owners of the Certificates in the manner hereinbefore provided in this Section 10.02 for the mailing of such supplemental agreement of the notice of adoption thereof, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section 10.02 (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section 10.02 to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Certificates at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60) day period.

Section 10.03. Disqualified Certificates. Certificates owned or held by or for the account of the City or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the City (except any Certificates held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement; *provided, however,* that the Trustee shall not be liable for determining whether Certificates are owned or held by the City or any such other person unless such Certificates are registered in the name of the City or such other person on the Registration Books.

Section 10.04. Effect of Supplemental Agreement. From and after the time any supplemental agreement becomes effective pursuant to this Article X, this Trust Agreement or a Lease Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Certificates Outstanding, as the case may be, shall thereafter be

determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or a Lease Agreement, as the case may be, for any and all purposes.

Section 10.05. Endorsement or Replacement of Certificates Delivered After Amendments. The City may determine that Certificates delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Certificate Outstanding at such effective date and presentation of his Certificate for such purpose at the Principal Corporate Trust Office, a suitable notation shall be made on such Certificate. The City may determine that the delivery of substitute Certificates, so modified as in the opinion of the City is necessary to conform to such Certificate Owners' action, is necessary and such substitute Certificates shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Certificate then Outstanding, such substitute Certificate shall be exchanged at the Principal Corporate Trust Office, at the expense of the City, for a Certificate of the same character then Outstanding, upon surrender of such Outstanding Certificate.

Section 10.06. Amendatory Endorsement of Certificates. The provisions of this Article X shall not prevent any Certificate Owner from accepting any amendment as to the particular Certificates held by him, provided that proper notation thereof is made on such Certificates.

ARTICLE XI

COVENANTS

Section 11.01. Compliance With and Enforcement of Lease Agreement. The City covenants and agrees with the Owners of the Certificates and the Municipal Bond Insurer to perform all obligations and duties imposed on it under the Lease Agreement. The Corporation covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Lease Agreement.

The City will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of their respective Lease Agreement by the Corporation thereunder. The Corporation and the City, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting their respective estates, or either of them, in the Property, which may or can in any manner affect such estate of the City or the Corporation, will deliver the same, or a copy thereof, to the Trustee and the Municipal Bond Insurer.

Section 11.02. Observance of Laws and Regulations. The City and the Corporation will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on them by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the City or the Corporation, respectively, including its right to exist and carry on business as a public entity, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 11.03. Prosecution and Defense of Suits. The City shall promptly, upon request of the Trustee or any Certificate Owner, from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Property, whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Certificate Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section 11.04. Recordation and Filing. The City shall record and file, or cause to be recorded and filed, the Site and Facility Lease, the Lease Agreement (or a memorandum thereof), the Assignment Agreement and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Certificate Owners.

Section 11.05. Budgets. The City shall supply to the Trustee and the Municipal Bond Insurer as soon as practicable, but not later than July 1 in each year, a written determination by a City Representative that the City has made adequate provision in its annual budget for the payment of Lease Payments due under the Lease Agreement in the Fiscal Year covered by such budget. The determination given by the City to the Trustee shall be that the amounts so budgeted are fully adequate for the payment of all Lease Payments and Additional Payments due under the Lease Agreement in the annual period covered by such budget.

Section 11.06. Further Assurances. The Corporation and the City will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Lease Agreement, or as may be requested by the Trustee and for the better assuring and confirming unto the Owners of the Certificates and the Trustee the rights and benefits provided herein.

Section 11.07. Satisfaction of Conditions Precedent. The City hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Lease Agreement and this Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of the Certificates, do exist, have happened and have been performed in due time, form and manner as required by law.

ARTICLE XII

LIMITATION OF LIABILITY

Section 12.01. Limited Liability of City. Except for the payment of Lease Payments when due in accordance with the Lease Agreement and the performance of the other covenants and agreements of the City contained in the Lease Agreement and this Trust Agreement, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Certificates with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee, except as expressly set forth herein.

Section 12.02. No Liability of City or Corporation for Trustee Performance. Neither the City nor the Corporation shall have any obligation or liability to any of the other parties or to the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 12.03. Indemnification of Trustee. The City shall to the extent permitted by law indemnify and save the Trustee, its officers, employees, directors, affiliates and agents harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses (including allocated costs of internal counsel), arising out of (i) the use, maintenance, condition or management of, or from any work or thing done on, the Property by the Corporation or the City; (ii) any breach or default on the part of the Corporation or the City the performance of any of their respective obligations under the Lease Agreement, the Assignment Agreement, this Trust Agreement and any other agreement made and entered into for purposes of the Property; (iii) any act of the Corporation or the City or of any of their respective agents, contractors, servants, employees, licensees with respect to the Property; (iv) any act of any assignee of, or purchaser from the Corporation or the City or of any of its or their respective agents, contractors, servants, employees or licensees with respect to the Property; (v) the authorization of payment of Delivery Costs; (vi) the actions of any other party, including but not limited to the ownership, operation or use of the Property by the Corporation or the City including, without limitation, the use, storage, presence, disposal or release of any Hazardous Substances on or about the Property; (vii) the Trustee's exercise and performance of its powers and duties hereunder or as assigned to it under the Assignment Agreement; (viii) the offering and sale of the Certificates; (ix) the presence under or about or release from the Property, or any portion thereof, of any substance, material or waste which is or becomes regulated or classified as hazardous or toxic under State, local or federal law, or the violation of any such law by the City; or (x) 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 made, in the light of the circumstances under which they were made, not misleading, in any official statement or other offering document utilized in connection with the sale of the Certificates. Such indemnification shall include the costs and expenses of defending against any claim or liability arising under this Trust Agreement. No indemnification will be made under this Section 12.03 or elsewhere in this Trust Agreement for willful misconduct or negligence under this Trust Agreement by the Trustee, its officers, affiliates or employees. The City's obligations hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates or resignation or removal of the Trustee.

Section 12.04. Limitation of Rights to Parties and Certificate Owners. Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the City, the Corporation, the Trustee, the Municipal Bond Insurer and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in

respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the City, the Corporation, the Trustee, the Municipal Bond Insurer and said Owners.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS

Section 13.01. Assignment of Rights. Pursuant to the Assignment Agreement, the Corporation has transferred, assigned and set over to the Trustee all of the Corporation's rights in and to the Lease Agreement (excepting only the Corporation's rights under Sections 5.8, 7.3 and 9.4 and the obligations under Section 4.7 thereof), including without limitation all of the Corporation's rights to exercise such rights and remedies conferred on the Corporation pursuant to the Lease Agreement as may be necessary or convenient (i) to enforce payment of the Lease Payments and any other amounts required to be deposited in the Lease Payment Fund or the Insurance and Condemnation Fund, and (ii) otherwise to exercise the Corporation's rights and take any action to protect the interests of the Trustee or the Certificate Owners in an Event of Default.

Section 13.02. Remedies. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may (with the prior written consent of the Municipal Bond Insurer), and shall upon request of the Municipal Bond Insurer or, if the Municipal Bond Insurer is in breach of its obligations under the Municipal Bond Insurance Policy, and shall upon request of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, and upon payment of its fees and expenses, including counsel fees, and being indemnified to its satisfaction therefor shall, exercise any and all remedies available pursuant to law or granted pursuant to the Lease Agreement; *provided, however*, that notwithstanding anything herein or in the Lease Agreement to the contrary, there shall be no right under any circumstances to accelerate the maturities of the Certificates or otherwise to declare any Lease Payment not then in default to be immediately due and payable.

Section 13.03. Application of Funds. All moneys held by the Trustee in the funds and accounts held hereunder and all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XIII or Article IX of the Lease Agreement shall be applied by the Trustee in the following order upon presentation of the several Certificates:

First, to the payment of the costs and expenses of the Trustee and of the Certificate Owners in declaring such Event of Default, and collecting moneys owed hereunder, including reasonable compensation to its or their agents, attorneys and counsel (including allocated costs of internal counsel), including all fees and expenses past due;

Second, to the payment of the whole amount then owing and unpaid with respect to the Certificates for principal and interest, with interest on the overdue principal and installments of interest at the rate per annum payable with respect to the Certificates (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest on overdue principal, as aforesaid), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Certificates, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest; and

Third, any amount due to the Municipal Bond Insurer, not paid pursuant to *First* or *Second* above, and unpaid.

Section 13.04. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, or if there shall be nonpayment of principal or interest with respect to the Certificates, the Trustee in its discretion may and shall, upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and upon payment of its fees and expenses, including counsel fees, and being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Certificates by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder. If one or more Events of Default shall occur and be continuing, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers for the Property and for any property securing the Certificates and the revenues, income, produce, and profits thereon. In the case of any receivership, insolvency, bankruptcy, reorganization, or other judicial proceedings affecting the City or the Property, the Trustee shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Trustee and Owners allowed in such proceedings for the entire amount due and payable under this Trust Agreement at the time of the institution of such proceedings, and also for any additional amount which may become due and payable thereafter, without prejudice to the right of any Owner to file a claim on his or her own behalf. The Trustee shall not be obligated to take any such action unless offered compensation, indemnity for its potential liability, and reimbursement for its legal fees and expenses in accordance with this Section 13.04.

Section 13.05. Non-waiver. Nothing in this Article XIII or in any other provision of this Trust Agreement or in the Certificates, shall affect or impair the obligation of the City to pay or prepay the Lease Payments as provided in the Lease Agreement, or affect or impair the right of action, which is absolute and unconditional, of the Certificate Owners to institute suit to enforce and collect such payment. No delay or omission of the Trustee or of any Owner of any of the Certificates to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XIII to the Trustee, the Municipal Bond Insurer or to the Owners of Certificates may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Certificate Owners.

Section 13.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Certificate Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

Section 13.07. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Certificates then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; *provided, however,* that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of a majority in aggregate principal amount of the Certificates Outstanding.

Section 13.08. Limitation on Certificate Owners' Right to Sue. No Owner of any Certificate executed and delivered hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (b) the Owners of at least twenty-five percent (25%) in aggregate principal amount of all the Certificates then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Certificates of any remedy hereunder; it being understood and intended that no one or more Owners of Certificates shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's fractional interest in the Lease Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section 13.08 or any other provision of this Trust Agreement.

Section 13.09. Parties Interested Herein. Nothing in this Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Corporation, the Trustee and the Municipal Bond Insurer, their officers, employees and agents, and the Owners any right, remedy or claim under or by reason of this Trust Agreement, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Trust Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Corporation, the Trustee and the Municipal Bond Insurer, their officers, employees and agents, and the Owners.

ARTICLE XIV

PROVISIONS RELATING TO THE MUNICIPAL BOND INSURER AND THE MUNICIPAL BOND INSURANCE POLICY

Section 14.01. Notices and Other Information.

(a) The City will provide the Municipal Bond Insurer with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Certificate and (ii) to the Owners or the Trustee under the Lease Agreement or the Trust Agreement.

The notice address of the Municipal Bond Insurer is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. 2021B0436/Reserve Policy No. 2021R0436, Telephone: (212) 235-2500, Fax: (212) 235-1542, email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Municipal Bond Insurance Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Fax: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(b) the Municipal Bond Insurer shall have the right to receive such additional information as it may reasonably request.

(c) The City will permit the Municipal Bond Insurer to discuss the affairs, finances and accounts of the City or any information the Municipal Bond Insurer may reasonably request regarding the security for the Certificates with appropriate officers of the City, and the City will use best efforts to enable the Municipal Bond Insurer to have access to the facilities, books and records of the City on any Business Day upon reasonable prior notice.

(d) The Trustee shall notify the Municipal Bond Insurer of any failure of the Corporation or the City to provide notices, certificates and other information required to be provided under the Trust Agreement or the Lease Agreement.

Section 14.02. Defeasance.

(a) The investments in the any defeasance escrow relating to the Certificates shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise maybe authorized under State law and approved by the Municipal Bond Insurer.

(b) At least three (3) Business Days prior to any defeasance with respect to the Certificates, the City shall deliver to the Municipal Bond Insurer draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Certificates, and a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to the Municipal Bond Insurer and shall be in form and substance satisfactory to the Municipal Bond Insurer. In addition, the escrow agreement shall provide that any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond counsel that such substitution will not adversely affect the exclusion from gross income of the Owners of the

interest with respect to the Certificates for federal income tax purposes and the prior written consent of the Municipal Bond Insurer, which consent will not be unreasonably withheld.

(c) The City will not exercise any prior optional redemption of the Certificates secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to the Municipal Bond Insurer a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption. \

(d) The City shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the Municipal Bond Insurer.

Section 14.03. Trustee-Related Provisions.

(a) the Municipal Bond Insurer shall receive written notice of any name change of the Trustee or the resignation or removal of the Trustee. Any successor trustee must be (i) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least \$250 million of assets, (ii) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least \$1 billion of assets, or (c) otherwise approved by the Municipal Bond Insurer in writing.

(b) No removal, resignation or termination of the Trustee shall take effect until a successor, acceptable to the Municipal Bond Insurer, shall be qualified and appointed.

(c) The Trustee may be removed at any time at the request of the Municipal Bond Insurer for any breach of its obligations under the Trust Agreement.

Section 14.04. Amendments and Supplements. the Municipal Bond Insurer's prior written consent is required for all amendments and supplements to the Site and Facility Lease, the Lease Agreement, the Assignment Agreement and the Trust Agreement, with the exceptions noted below. The City shall send copies of any such amendments or supplements to the Municipal Bond Insurer and the rating agencies which have assigned a rating to the Certificates.

(a) *Consent of the Municipal Bond Insurer.* Any amendments or supplements to the Lease Agreement or the Trust Agreement shall require the prior written consent of the Municipal Bond Insurer with the exception of amendments or supplements:

(i) to cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in therein or in any supplement thereto, or

(ii) to grant or confer upon the Owners any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Owners, or

(iii) to add to the covenants and agreements of the City in the Lease Agreement and the Trust Agreement other covenants and agreements thereafter to be observed by the City or to surrender any right or power therein reserved to or conferred upon the City.

(b) *Consent of the Municipal Bond Insurer in Addition to Owner Consent.* Any amendment, supplement, modification to, or waiver of, any of the Lease Agreement or the Trust Agreement that requires the consent of Owners or adversely affects the rights or interests of the Municipal Bond Insurer shall be subject to the prior written consent of the Municipal Bond Insurer.

(c) *Consent of the Municipal Bond Insurer in the Event of Insolvency.* Any reorganization or liquidation plan with respect to the City must be acceptable to the Municipal Bond Insurer. In the event of any reorganization or liquidation of the City, the Municipal Bond Insurer shall have the right to vote on behalf of all Owners absent a continuing failure by the Municipal Bond Insurer to make a payment under the Municipal Bond Insurance Policy.

(d) *Consent of the Municipal Bond Insurer Upon Default.* Anything in the Lease Agreement and the Trust Agreement to the contrary notwithstanding, upon the occurrence and continuance of a default or an Event of Default, the Municipal Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners or the Trustee for the benefit of the Owners under the Lease Agreement and the Trust Agreement. No default or Event of Default may be waived without the Municipal Bond Insurer's written consent.

(e) *the Municipal Bond Insurer as Owner.* Upon the occurrence and continuance of a default or an Event of Default, the Municipal Bond Insurer shall be deemed to be the sole owner of the Certificates for all purposes, including, without limitations, for purposes of exercising remedies and approving amendments.

(f) *Grace Period for Payment Defaults.* No grace period shall be permitted for payment defaults under the Lease Agreement. No grace period for a covenant default shall exceed 30 days without the prior written consent of the Municipal Bond Insurer.

(g) *Special Provisions for Insurer Default.* If an Insurer Default (hereinafter defined) shall occur and be continuing, then, notwithstanding anything in paragraphs (a)-(e) above to the contrary, (i) if at any time prior to or following an Insurer Default, the Municipal Bond Insurer has made payment under the Municipal Bond Insurance Policy, to the extent of such payment the Municipal Bond Insurer shall be treated like any other Owner for all purposes, including giving of consents, and (ii) if the Municipal Bond Insurer has not made any payment under the Municipal Bond Insurance Policy, the Municipal Bond Insurer shall have no further consent rights until the particular Insurer Default is no longer continuing or the Municipal Bond Insurer makes a payment under the Municipal Bond Insurance Policy, in which event, the foregoing clause (i) shall control. For purposes of this paragraph, "Insurer Default" means: (1) the Municipal Bond Insurer has failed to make any payment under the Municipal Bond Insurance Policy when due and owing in accordance with its terms; or (2) the Municipal Bond Insurer shall (A) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (B) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (C) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (D) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (E) make a general assignment for the benefit of creditors, or (F) take action for the purpose of effecting any of the foregoing; or (3) any state or federal agency or instrumentality shall order the suspension of payments on the Municipal Bond Insurance Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the Municipal Bond Insurer (including without limitation under the New York Insurance Law).

(h) *Reserve Fund.* The prior written consent of the Municipal Bond Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Reserve Fund, if any. Amounts on deposit in the Reserve Fund shall be applied solely to the payment of principal and interest due with respect to the Certificates.

(i) *Exercise of Rights by the Municipal Bond Insurer.* The rights granted to the Municipal Bond Insurer under the Site and Facility Lease, the Lease Agreement and/or the Trust Agreement to request, consent to or direct any action are rights granted to the Municipal Bond Insurer in consideration of its issuance of the Municipal Bond Insurance Policy. Any exercise by the Municipal Bond Insurer of such rights is merely an exercise of the Municipal Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners of the Certificates and such action does not evidence any position of the Municipal Bond Insurer, affirmative or negative, as to whether the consent of the Owners of the Certificates or any other person is required in addition to the consent of the Municipal Bond Insurer.

The Municipal Bond Insurer shall be entitled to pay principal or interest with respect to the Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Municipal Bond Insurance Policy), whether or not the Municipal Bond Insurer has received a claim upon the Municipal Bond Insurance Policy.

Section 14.05. The Municipal Bond Insurer and Owner as Third Party Beneficiaries. To the extent that this Trust Agreement, the Lease Agreement, or the Site and Facility Lease confers upon or gives or grants to the Municipal Bond Insurer any right, remedy or claim under or by reason of the Trust Agreement, the Lease Agreement, or the Site and Facility Lease, the Municipal Bond Insurer is explicitly recognized as being a third party beneficiary hereunder and thereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder or thereunder. If the Municipal Bond Insurer is in breach of its obligation under the Municipal Bond Insurance Policy or the Reserve Policy, such rights and remedies may be exercised by the Original Owner or other single Owner that then owns all of the Outstanding Certificates.

Section 14.06. Payment Procedure Under the Municipal Bond Insurance Policy.

(a) In the event that principal and/or interest due with respect to the Certificates shall be paid by the Municipal Bond Insurer pursuant to the Municipal Bond Insurance Policy, the Certificates shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the City to the registered owners shall continue to exist and shall run to the benefit of the Municipal Bond Insurer, and the Municipal Bond Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Certificates.

(b) In the event that on the second (2nd) Business Day prior to any Interest Payment Date, the Trustee has not received sufficient moneys to pay all principal of and interest due with respect to the Certificates on such Interest Payment Date, the Trustee shall immediately notify the Municipal Bond Insurer or its designee on the same Business Day, by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the Interest Payment Date, the Trustee shall so notify the Municipal Bond Insurer or its designee.

(c) In addition, if the Trustee has received written notice that any holder of the Certificates has been required to disgorge payments of principal of or interest on the Certificates pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Trustee shall notify the Municipal Bond Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the Municipal Bond Insurer.

(d) The Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for the Owners as follows:

(i) If there is a deficiency in amounts required to pay interest and/or principal with respect to the Certificates, the Trustee shall (A) execute and deliver to the Municipal Bond Insurer, in form satisfactory to the Municipal Bond Insurer, an instrument appointing the Municipal Bond Insurer as agent and attorney-in-fact for such Owners in any legal proceeding related to the payment and assignment to the Municipal Bond Insurer of the claims for interest with respect to the Certificates, (B) receive, as designee of the respective Owners (and not as Trustee), in accordance with the tenor of the Municipal Bond Insurance Policy, payment from the Municipal Bond Insurer with respect to the claims for interest so assigned, and (C) disburse the same to such respective Owners; and

(ii) If there is a deficiency in amounts required to pay principal with respect to the Certificates, the Trustee shall (A) execute and deliver to the Municipal Bond Insurer, in form satisfactory to the Municipal Bond Insurer, an instrument appointing the Municipal Bond Insurer as agent and attorney-in-fact for such Owner in any legal proceeding related to the payment of such principal and an assignment to the Municipal Bond Insurer of the Certificates surrendered to the Municipal Bond Insurer, (B) receive, as designee of the respective Owners (and not as Trustee), in accordance with the tenor of the Municipal Bond Insurance Policy, payment therefore from the Municipal Bond Insurer, and (C) disburse the same to such Owners. The Trustee shall designate any portion of payment of principal with respect to Certificates paid by the Municipal Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Certificates registered to then current Owner, whether DTC or its nominee or otherwise, and shall issue a replacement Certificate to the Municipal Bond Insurer, registered in the name directed by the Municipal Bond Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Certificate shall have no effect on the amount of principal or interest payable by the City with respect to any Certificate or the subrogation or assignment rights of the Municipal Bond Insurer.

Payments with respect to claims for interest and principal with respect to Certificates disbursed by the Trustee from proceeds of the Municipal Bond Insurance Policy shall not be considered to discharge the obligation of the City with respect to such Certificates, and the Municipal Bond Insurer shall become the owner of such unpaid Certificates and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise.

(e) Irrespective of whether any such assignment is executed and delivered, the City and the Trustee agree for the benefit of the Municipal Bond Insurer that:

(i) They recognize that to the extent the Municipal Bond Insurer makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal or interest with respect to the Certificates, the Municipal Bond Insurer will be subrogated to the rights of such Owners to receive the amount of such principal and interest from the City, with interest thereon, as provided and solely from the sources stated in the Lease Agreement and the Trust Agreement; and

(ii) They will accordingly pay to the Municipal Bond Insurer the amount of such principal and interest, with interest thereon as provided in the Lease Agreement and the Trust Agreement, but only from the sources and in the manner provided therein for the payment of principal and interest with respect to the Certificates to Owners, and will otherwise treat the Municipal Bond Insurer as the owner of such rights to the amount of such principal and interest.

Section 14.07. Additional Payments. The City agrees unconditionally that it will pay or reimburse the Municipal Bond Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that the Municipal Bond Insurer may pay or incur, including, but not limited to, fees and expenses of the Municipal Bond Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Site and Facility Lease, the Lease Agreement and the Trust Agreement ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the Municipal Bond Insurer spent in connection with the actions described in the preceding sentence. The City agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to the Municipal Bond Insurer until the date the Municipal Bond Insurer is paid in full.

Notwithstanding anything herein to the contrary, the City agrees to pay to the Municipal Bond Insurer (i) a sum equal to the total of all amounts paid by the Municipal Bond Insurer under the Municipal Bond Insurance Policy (the "the Municipal Bond Insurer Policy Payments"); and (ii) interest on such the Municipal Bond Insurer Policy Payments from the date paid by the Municipal Bond Insurer until payment thereof in full by the City, payable to the Municipal Bond Insurer at the Late Payment Rate per annum (collectively, "the Municipal Bond Insurer Reimbursement Amounts") compounded semi-annually. The City hereby covenants and agrees that the Municipal Bond Insurer Reimbursement Amounts are payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the payment of Lease Payments on a parity with the Lease Payments.

ARTICLE XV
MISCELLANEOUS

Section 15.01. Defeasance. If and when all Outstanding Certificates shall be paid and discharged and all other amounts due and owing hereunder have been paid (as set forth below) then, notwithstanding that any Certificates shall not have been surrendered for payment, all obligations of the Corporation, the Trustee and the City with respect to all Outstanding Certificates shall cease and terminate, except only the obligation of the City to pay or cause to be paid, from Lease Payments paid by or on behalf of the City from funds deposited pursuant to paragraph (b) of this Section 15.01, to the Owners of the Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraph (b), the Certificates shall continue to represent direct and fractional interests of the Owners thereof in Lease Payments under the Lease Agreement.

Such payment and discharge may be accomplished in either of the following ways:

(a) by well and truly paying or causing to be paid the principal, and interest with respect to all Certificates Outstanding, as and when the same become due and payable; or

(b) by irrevocably depositing with the Trustee or an escrow holder security for the payment of Lease Payments as more particularly described in Section 10.1 of the Lease Agreement, to be applied to pay the Lease Payments as the same become due and payable and prepay the Lease Payments in full on any prepayment date, pursuant to Section 10.1 of the Lease Agreement.

Any funds held by the Trustee, at the time of one of the events described in paragraphs (a) or (b) of this Section 15.01, which are not required for the payment to be made to Owners or the Municipal Bond Insurer, shall, after payment of all fees and expenses of the Trustee and the Municipal Bond Insurer, including attorneys' fees (including allocated costs of internal counsel), be paid over to the City.

To accomplish defeasance, the City shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Municipal Bond Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Certificates in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement (which shall be acceptable in form and substance to the Municipal Bond Insurer), and (iii) an opinion of nationally recognized bond counsel to the effect that (A) the Certificates are no longer Outstanding and (B) the defeasance will not adversely affect the exclusion from gross income for federal income tax purposes of interest with respect to the Certificates; each Verification and defeasance opinion shall be acceptable in form and substance to the City and the Municipal Bond Insurer, and addressed, to the City and the Trustee and the Municipal Bond Insurer. In the event a forward purchase agreement will be employed in the refunding, such agreement shall be subject to the approval of the Municipal Bond Insurer and shall be accompanied by such opinions of counsel as may be required by the Municipal Bond Insurer. the Municipal Bond Insurer shall be provided with final drafts of the above-referenced documentation not less than five Business Days prior to the funding of the escrow.

Certificates shall be deemed Outstanding under this Trust Agreement unless and until they are in fact paid and retired or the above criteria are met.

Section 15.02. Records. The Trustee shall keep records in accordance with industry standards of all moneys received and disbursed by it under this Trust Agreement, which shall be available for inspection by the City, the Corporation, the Municipal Bond Insurer and any Owner of at least five percent (5%) of the Outstanding principal amount of the Certificates, or the agent of any of them, at any time during regular business hours on any Business Day upon reasonable prior notice.

Section 15.03. Notices. All written notices to be given under this Trust Agreement shall be given by first class mail, postage prepaid, to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States first class mail, postage prepaid to the address set forth below:

If to the Corporation:	Porterville Public Improvement Corporation c/o City of Porterville 291 North Main Street Porterville, CA 93257 Attention: City Manager Phone: (559) 782-7499
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If to the City:	City of Porterville 291 North Main Street Porterville, CA 93257 Attention: City Manager Phone: (559) 782-7499
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If to the Trustee:	U.S. Bank National Association 633 West Fifth Street, 24th Floor Los Angeles, CA 90071 Attention: Global Corporate Trust Services Phone: (213) 615-6051
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If to the Municipal Bond Insurer:	See Section 14.01
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The Trustee agrees to notify the Corporation and the Municipal Bond Insurer in the event of any prepayment by the City of Lease Payments under the Lease Agreement and upon the termination of the Lease Agreement.

Section 15.04. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 15.05. Binding Effect; Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever in this Trust Agreement the Corporation, the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Corporation, the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.06. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 15.07. Destruction of Canceled Certificates. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the City

of any Certificates, the Trustee may, in lieu of such cancellation and delivery, destroy such Certificates and deliver a certificate of such destruction to the City.

Section 15.08. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 15.09. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by first class mail, postage prepaid, or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 15.10. Payments Due on Other than Business Day. If the date for making any payment as provided in this Trust Agreement is not a Business Day, such payment may be made on the next succeeding Business Day with the same force and effect as if done on the date provided therefore herein.

Section 15.11. Payment of Unclaimed Moneys. Notwithstanding any provisions of this Trust Agreement and subject to the escheat laws of the State, any moneys held by the Trustee in trust for the payment of the principal or interest due with respect to any Certificates and remaining unclaimed two years from the date of deposit of such funds, or if the law shall have been changed and the City has notified the Trustee of such change or the Trustee notifies the City, then on the date thirty (30) days prior to the then applicable escheat provision of State law, shall, on such date, be repaid to the City free from the trusts created by this Trust Agreement, and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the City as aforesaid, the Trustee may (at the cost and request of the City) first mail to the Owners to whom such amounts have not yet been paid, at the addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the amounts so payable and with respect to the provisions relating to the repayment to the City of the moneys held for the payment thereof. The Trustee shall not be liable for any interest on funds held by it. The City shall not be liable for any interest on the sums paid to it pursuant to this Section 15.11 and shall not be regarded as a trustee of such money.

Section 15.12. Separability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Certificates shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

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

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By _____
Ilse Vlach
Assistant Vice President

PORTERVILLE PUBLIC IMPROVEMENT
CORPORATION

By _____
John D. Lollis
Executive Director

CITY OF PORTERVILLE

By _____
John D. Lollis
City Manager

EXHIBIT A

DEFINITIONS

“Additional Payments” means the payments so designated and required to be paid by the City pursuant to Section 4.7 of the Lease Agreement.

“Applicable Environmental Laws” means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 USC Sections 9601 *et seq.*; the Resource Conservation and Recovery Act (“RCRA”), 42 USC Sections 6901 *et seq.*; the Federal Water Pollution Control Act, 33 USC Sections 1251 *et seq.*; the Clean Air Act, 42 USC Sections 7401 *et seq.*; the California Hazardous Waste Control Law (“HWCL”), California Health & Safety Code Sections 25100 *et seq.*; the Hazardous Substance Account Act (“HSAA”), California Health & Safety Code Sections 25300 *et seq.*; the Porter-Cologne Water Quality Control Act (the “Porter-Cologne Act”), California Water Code Sections 1300 *et seq.*; the Air Resources Act, California Health & Safety Code Sections 3900 *et seq.*; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 *et seq.*; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (a) the existence, cleanup, and/or remedy of contamination on property;
- (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;
- (c) the control of hazardous wastes; or
- (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

“Approved Buyer” means (a) an affiliate of the Original Owner, or (b) banks, insurance companies or other financial institutions or their affiliates;

“Assignment Agreement” means the Assignment Agreement, dated as of July 1, 2021, by and between the Corporation and the Trustee, together with any duly authorized and executed amendments thereto.

“Board” means the City Council of the City.

“Bond Counsel” means (a) Quint & Thimmig LLP, or (b) any other attorney or firm of attorneys appointed by or acceptable to the City of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code.

“Business Day” means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the state in which the Principal Corporate Trust Office is located or in the State are closed or are required to close or a day on which the New York Stock Exchange is closed.

"Certificates" means the \$18,854,377 aggregate principal amount of certificates of participation to be executed and delivered pursuant to the Trust Agreement which evidence direct, undivided fractional Interests of the Owners thereof in Lease Payments.

"City" means City of Porterville, municipal corporation and chartered city duly organized and existing under and by virtue of the laws of the State.

"City Representative" means the Mayor, City Manager, the Finance Director, or the designee of any such official, or any other person authorized by resolution delivered to the Trustee to act on behalf of the City under or with respect to the Site and Facility Lease, the Lease Agreement and the Trust Agreement.

"Closing Date" means July 15, 2021, the date upon which there is a physical delivery of the Certificates in exchange for the amount representing the purchase price of the Certificates by the Original Owner.

"Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced in the Lease Agreement or the Trust Agreement) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated under the Code.

"Corporation" means the Porterville Public Improvement Corporation, a nonprofit, public benefit corporation organized and existing under and by virtue of the laws of the State.

"Corporation Representative" means the President, the Vice President, the Executive Director, the Treasurer and the Secretary of the Corporation, or the designee of any such official, or any other person authorized by resolution delivered to the Trustee to act on behalf of the Corporation under or with respect to the Site and Facility Lease, the Lease Agreement, the Assignment Agreement and the Trust Agreement.

"Defeasance Obligations" means (a) cash, (b) non-callable direct obligations of the United States of America ("Treasuries"), (c) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (d) subject to the prior written consent of the Municipal Bond Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (e) subject to the prior written consent of the Municipal Bond Insurer, securities eligible for "AAA" defeasance under then existing criteria of S&P the Municipal Bond Insurer otherwise approves.

"Delivery Costs" means all items of expense directly or indirectly payable by or reimbursable to the City or the Corporation relating to the execution and delivery of the Site and Facility Lease, the Lease Agreement, the Trust Agreement and the Assignment Agreement or the execution, sale and delivery of the Certificates, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, costs for statistical data, initial fees and charges of the Trustee (including the fees and expenses of its counsel), financing discounts, legal fees and charges, insurance fees and charges (including title insurance), financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Certificates, the premiums for the Municipal Bond Insurance Policy and the Reserve Policy and charges and fees in connection with the foregoing.

"Delivery Costs Fund" means the fund by that name established and held by the Trustee pursuant to Article III of the Trust Agreement.

"Event of Default" means an event of default under the Lease Agreement, as defined in Section 9.1 thereof.

"Facility" means those certain existing facilities more particularly described in Exhibit B to the Site and Facility Lease and in Exhibit B to the Lease Agreement.

"Federal Securities" means (a) Cash (insured at all times by the Federal Deposit Insurance Corporation), and (b) obligations of, or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States including: (i) United States treasury obligations, (ii) all direct or fully guaranteed obligations, (iii) Farmers Home Administration, (iv) General Services Administration, (v) Guaranteed Title XI financing, (vi) Government National Mortgage Association (GNMA), and (vi) State and Local Government Series.

"Fiscal Year" means the twelve-month period beginning on July 1 of any year and ending on June 30 of the next succeeding year, or any other twelve-month period selected by the City as its fiscal year.

"Hazardous Substance" means any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Property, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 *et seq.*).

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at <http://emma.msrb.org>) or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other national information services providing information or disseminating notices of redemption of obligations similar to the Certificates.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Corporation, the City or the Trustee.

"Insurance and Condemnation Fund" means the fund by that name established and held by the Trustee pursuant to Section 7.01 of the Trust Agreement.

"Interest Payment Date" means the first (1st) day of June and December in each year, commencing December 1, 2021, so long as any Certificates are Outstanding.

"Investor Letter" means a letter in the form of Exhibit C to the Trust Agreement executed by a transferee Owner.

"Lease Agreement" means that certain agreement for the lease of the Property by the Corporation to the City, dated as of July 1, 2021, together with any duly authorized and executed amendments thereto.

“Lease Payment Date” means the fifteenth (15th) day of May and November in each year during the Term of the Lease Agreement, commencing November 15, 2021.

“Lease Payment Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.02 of the Trust Agreement.

“Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such changes are announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Certificates, and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such bank, banking association or trust company bank as the BAM in its sole and absolute discretion shall specify.

“Lease Payments” means the total payments required to be paid by the City pursuant to Section 4.4 of the Lease Agreement, including any prepayment thereof pursuant to Article X of the Lease Agreement, which payments consist of an interest component and a principal component, as set forth in Exhibit C to the Lease Agreement.

“Moody’s” means Moody’s Investors Service, New York, New York, or its successors.

“Municipal Bond Insurance Policy” means the municipal bond insurance policy issued by the Municipal Bond Insurer guaranteeing the payment, when due, of the principal and interest with respect to the Certificates.

“Municipal Bond Insurer” means Build America Mutual Assurance Company, or any successor thereto or assigns thereof.

“Net Proceeds,” when used with respect to insurance or condemnation proceeds, means any insurance proceeds or condemnation award paid with respect to the Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

“Original Owner” means Capital One Public Funding, LLC, the initial Owner of the Certificates upon their delivery by the Trustee on the Closing Date.

“Outstanding,” when used as of any particular time with respect to Certificates, means (subject to the provisions of Section 10.03 of the Trust Agreement) all Certificates theretofore executed and delivered by the Trustee under the Trust Agreement except:

(a) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Certificates for the payment or redemption of which funds or Defeasance Obligations in the necessary amount shall have theretofore been deposited with the Trustee or an escrow holder (whether upon or prior to the maturity or redemption date of such Certificates), provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Section 4.03 of the Trust Agreement or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

(c) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to Section 2.09 of the Trust Agreement.

“Owner” or “Certificate Owner” or “Owner of a Certificate,” or any similar term, when used with respect to a Certificate means the person in whose name such Certificate shall be registered on the Registration Books.

“Permitted Encumbrances” means, as of any particular time: (a) liens for general *ad valorem* taxes and assessments, if any, not then delinquent, or which the City may, pursuant to provisions of Article V of the Lease Agreement, permit to remain unpaid; (b) the Site and Facility Lease; (c) the Lease Agreement; (d) the Assignment Agreement; (e) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (f) easements, rights-of-way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the Closing Date and which the City certifies in writing will not materially impair the use of the Property; and (g) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of the Lease Agreement and to which the Corporation and the City agree in writing do not reduce the value of the Property.

“Permitted Investments” means any of the following:

- (a) Federal Securities;
- (b) Federal Housing Administration debentures;
- (c) The following listed obligations government-sponsored agencies which are not backed by the full faith and credit of the United States of America:
 - (i) Federal Home Loan Mortgage Corporation (FHLMC) senior debt obligations and participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts),
 - (ii) Farm Credit System (formerly Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) consolidated system-wide bonds and notes,
 - (iii) Federal Home Loan Banks (FHL Banks) consolidated debt obligations,
 - (iv) Federal National Mortgage Association (FNMA) senior debt obligations and mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts),
 - (v) Financing Corporation (FICO) debt obligations, and
 - (vi) Resolution Funding Corporation (REFCORP) debt obligations;
- (d) Unsecured certificates of deposit, time deposits, and bankers’ acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated “A-1” or better by S&P;
- (e) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$5 million;

(f) Commercial paper (having original maturities of not more than 30 days) rated "A-1+" by S&P and "Prime-1" by Moody's;

(g) Money market funds rated in the highest rating category by S&P and Moody's including such funds for which the Trustee or an affiliate provides investment advice or other services;

(h) "State Obligations," which means:

(i) Direct general obligations of any state of the United States of America or any subdivision of agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A3" by Moody's and "A" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated,

(ii) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (i) above and rated "A-1+" by S&P and "MIG-1" by Moody's, and

(iii) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state or state agency described in (i) above and rated "AA" or better by S&P and "Aa" or better by Moody's;

(i) Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

(i) the municipal obligations are (A) not subject to redemption prior to maturity or (B) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions,

(ii) the municipal obligations are secured by cash or U.S. Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations,

(iii) the principal of and interest on the U.S. Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification"),

(iv) the cash or U.S. Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations

(v) no substitution of a U.S. Treasury Obligation shall be permitted except with another U.S. Treasury Obligation and upon delivery of a new Verification, and

(vi) the cash or U.S. Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent;

(j) Repurchase agreements with

(i) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "AA" by S&P and Moody's, or

(ii) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "AA" by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation, or

(iii) any other entity rated "AA" or better by S&P and Moody's and acceptable to the Municipal Bond Insurer, provided that:

(A) The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S & P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach),

(B) The Trustee or a third party acting solely as agent therefor or for the City (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books),

(C) The repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession),

(D) All other requirements of S&P in respect of repurchase agreements shall be met, and

(E) The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the City or the Trustee (who shall give such direction if so directed by the Municipal Bond Insurer), within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the City or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (A) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P and Moody's, respectively.

(k) Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt is rated at least "AA" (stable) by S&P and "Aa" (stable) by Moody's, or, in the case of a monoline municipal bond insurance company, claims paying ability of the guarantor is rated at least "AAA" (stable) by S&P and "Aaa" (stable) by Moody's; provided that, by the terms of the investment agreement:

(i) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) with respect to the Certificates;

(ii) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the City and the Trustee agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;

(iii) the investment agreement shall state that is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks *pari passu* with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(iv) the City or the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the City and the Municipal Bond Insurer) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the Municipal Bond Insurer;

(v) the investment agreement shall provide that if during its term:

(A) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the City, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S & P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment, and

(B) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the City or the Trustee (who shall give such direction if so directed by the Municipal Bond Insurer), within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the City or Trustee, and

(vi) the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession); and

(vii) the investment agreement must provide that if during its term:

(A) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the City or the Trustee (who shall give such direction if so directed by the Municipal Bond Insurer), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the City or Trustee, as appropriate, and

(B) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the City or Trustee, as appropriate.

(l) The Local Agency Investment Fund of the State, created pursuant to section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

(m) Other forms of investments (including repurchase agreements) approved in writing by the Municipal Bond Insurer.

"Principal Corporate Trust Office" means the corporate trust office of the Trustee located at 633 West Fifth Street, 24th Floor, Los Angeles, CA 90071, Attention: Global Corporate Trust, or such other office designated by the Trustee from time to time.

"Proceeds," when used with reference to the Certificates, means the face amount of the Certificates, less original issue discount.

"Property" means, collectively, the Site and the Facility.

"Rating Category" means, with respect to any Permitted Investment, one of the generic categories of rating by Moody's or S&P applicable to such Permitted Investment, without regard to any refinement or graduation of such rating category by a plus or minus sign or a numeral.

"Registration Books" means the records maintained by the Trustee pursuant to Section 2.12 of the Trust Agreement for registration of the ownership and transfer of ownership of the Certificates.

"Regular Record Date" means the close of business on the fifteenth (15th) day of the month preceding each Interest Payment Date, whether or not such fifteenth (15th) day is a Business Day.

"Rental Period" means each twelve-month period during the Term of the Lease Agreement commencing on June 2 in any year and ending on June 1 in the next succeeding year; *provided, however,* that the first Rental Period shall commence on the Closing Date and shall end on June 1, 2022.

"Reserve Fund" means the fund by that name established and held by the Trustee pursuant to Section 6.01 of the Trust Agreement.

"Reserve Policy" means the Municipal Bond Insurance Policy issued by the Municipal Bond Insurer for deposit in the Reserve Fund in an amount equal to the Reserve Requirement.

"Reserve Requirement" means an amount equal to maximum annual Lease Payments, which amount shall initially be \$1,630,863.81 on the Closing Date. The amount of the Reserve Requirement shall not be reduced unless the Certificates are partially refunded, in which such amount shall be reduced to an amount equal to the maximum annual Lease Payments relating to the Certificates not so refunded, as specified in a certificate of a City Representative delivered to the Trustee.

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and its successors.

"Site" means that certain real property more particularly described in Exhibit A to the Site and Facility Lease and in Exhibit A to the Lease Agreement.

"Site and Facility Lease" means the Site and Facility Lease, dated as of July 1, 2021, by and between the City, as lessor, and the Corporation, as lessee, together with any duly authorized and executed amendments thereto.

"State" means the State of California.

"Term of the Lease Agreement" means the time during which the Lease Agreement is in effect, as provided in Section 4.2 of the Lease Agreement.

"Trust Agreement" means the Trust Agreement, dated as of July 1, 2021, by and among the City, the Corporation and the Trustee, together with any duly authorized amendments thereto.

"Trustee" means U.S. Bank National Association, or any successor thereto, acting as Trustee pursuant to the Trust Agreement.

"2015 Certificates" means the City's outstanding Certificates of Participation (2015 Refinancing Project).

EXHIBIT B
FORM OF THE CERTIFICATES

THIS CERTIFICATE MAY ONLY BE REGISTERED IN THE NAME OF, OR TRANSFERRED TO, AN "APPROVED BUYER" AS DEFINED IN THE TRUST AGREEMENT (HEREINAFTER DEFINED), AND SUBJECT TO THE REQUIREMENTS THEREOF, INCLUDING EXECUTION OF AN INVESTOR LETTER IN THE FORM ATTACHED THERETO.

**Certificate of Participation
(2021 Refinancing Project)
Evidencing a Direct, Undivided Fractional Interest of the
Owners Hereof in Lease Payments to be Made by the
CITY OF PORTERVILLE, CALIFORNIA
As the Rental for Certain Property Pursuant to a Lease Agreement
with the Porterville Public Improvement Corporation**

RATE OF INTEREST	MATURITY DATE	DATED DATE
2.70%	June 1, 2035	July 15, 2021

REGISTERED OWNER: CAPITAL ONE PUBLIC FUNDING, LLC

PRINCIPAL AMOUNT: EIGHTEEN MILLION EIGHT HUNDRED FIFTY-FOUR THOUSAND
THREE HUNDRED SEVENTY-SEVEN DOLLARS (\$18,854,377)

THIS IS TO CERTIFY THAT the registered owner identified above, or registered assigns (the "Owner"), as the registered owner of this Certificate of Participation (the "Certificate"), is the owner of a direct, undivided, fractional interest in a portion of the lease payments (the "Lease Payments") to be paid by the City of Porterville, a municipal corporation and chartered city, duly organized and existing under the laws of the State of California (the "City"), pursuant to that certain Lease Agreement, dated as of July 1, 2021, by and between the Porterville Public Improvement Corporation, a nonprofit, public benefit corporation organized and existing under the laws of the State of California (the "Corporation") and the City (the "Lease Agreement"), which Lease Payments, prepayments and certain other rights and interests under the Lease Agreement have been assigned to U.S. Bank National Association, as trustee (the "Trustee"), having a corporate trust office in Los Angeles, California, or any other such location so designated by the Trustee (the "Principal Corporate Trust Office").

The Owner is entitled to receive, subject to the terms of the Lease Agreement, on the Maturity Date identified above, the Principal Amount identified above, representing a direct, undivided fractional portion of the Lease Payments designated as principal coming due on such date, and to receive on June 1 and December 1 of each year, commencing December 1, 2021 (each, an "Interest Payment Date"), until payment in full of said Principal Amount, the Owner's direct, undivided fractional share of the Lease Payments designated as interest coming due during the six months immediately preceding each of the Interest Payment Dates; provided that interest represented hereby shall be payable from the Interest Payment Date next preceding the date of execution of this Certificate unless (i) this Certificate is executed on an Interest Payment

Date, in which event interest shall be payable from such Interest Payment Date, or (ii) this Certificate is executed after the close of business on the fifteenth (15th) day of the month immediately preceding an Interest Payment Date, and prior to such Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (iii) this Certificate is executed on or before November 15, 2021, in which event interest shall be payable from the Dated Date stated above; *provided, however*, that if, as of the date of execution of any Certificate, interest is in default with respect to any Outstanding Certificates, interest represented by such Certificate shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Certificates. Payment of defaulted interest shall be paid by check of the Trustee mailed to the registered owners of the Certificates as of a special record date to be fixed by the Trustee in its sole discretion, notice of which shall be given to the registered owners of the Certificates not less than ten (10) days prior to such special record date. Said direct, undivided fractional share of the portion of the Lease Payments designated as interest is the result of the multiplication of the aforesaid portion of the Lease Payments designated as principal by the Rate of Interest per annum identified above. Interest represented hereby is payable in lawful money of the United States of America by check mailed by the Trustee on each Interest Payment Date by first class mail to the Owner at his address as it appears on the registration books of the Trustee, as of the close of business on the fifteenth (15th) day of the month immediately preceding each Interest Payment Date or, upon written request filed with the Trustee prior to the fifteenth (15th) day of the month immediately preceding the Interest Payment Date by a registered owner of at least \$1,000,000 in aggregate principal amount of Certificates, by wire transfer in immediately available funds to an account in the United States designated by each registered owner in such written request. Principal represented hereby is payable in lawful money of the United States of America by check of the Trustee upon presentation and surrender hereof at the Principal Corporate Trust Office; *provided, however*, that, so long as a single Owner owns all of the Outstanding Certificates, no presentation and surrender is required for purposes of receiving mandatory redemption payments and such payments shall also be paid by wire transfer in immediately available funds to an account in the United States designated by such Owner in a written request filed with the Trustee prior to the Regular Record Date.

This Certificate has been executed and delivered by the Trustee pursuant to the terms of a Trust Agreement by and among the Trustee, the Corporation and the City, dated as of July 1, 2021 (the "Trust Agreement"). The City is authorized to enter into the Lease Agreement and the Trust Agreement under the laws of the State of California. Reference is hereby made to the Lease Agreement and the Trust Agreement (copies of which are on file at the Principal Corporate Trust Office) for a description of the terms on which the Certificates are delivered, the rights thereunder of the registered owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the City under the Lease Agreement, all of the provisions of which the Owner of this Certificate, by acceptance hereof, assents and agrees.

The City is obligated under the Lease Agreement to pay Lease Payments from any source of legally available moneys and the City has covenanted in the Lease Agreement to make the necessary annual appropriations therefor. The obligation of the City to pay the Lease Payments does not constitute an obligation of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation. The obligation of the City to pay Lease Payments does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto) and the registered owners of at least sixty percent (60%) in aggregate principal amount of the Certificates then

outstanding and may be amended without such consent under certain circumstances; provided that no such amendment shall impair the right of any registered owner to receive, in any case, such registered owner's fractional share of any Lease Payment or prepayment thereof in accordance with such registered owner's Certificate, without the consent of such registered owner.

This Certificate is transferable and exchangeable by the Owner, in person or by his attorney duly authorized in writing, at the Principal Corporate Trust Office, but only in the manner, subject to the limitations and upon payment of any charges provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer, a new Certificate or Certificates of an authorized denomination or denominations for the same aggregate principal amount will be delivered to the transferee in exchange for this Certificate. The City, the Corporation and the Trustee may treat the Owner as the absolute owner hereof for all purposes, whether or not the payments represented by this Certificate shall be overdue and the City, the Corporation and the Trustee shall not be affected by any notice to the contrary.

The Certificates are subject to extraordinary redemption, in whole or in part, on any Interest Payment Date, in an order of maturity determined by the City, from the Net Proceeds of insurance or eminent domain proceedings credited towards the redemption of the Lease Payments pursuant to the Lease Agreement, at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest represented thereby to the date fixed for redemption, without premium.

The Certificates are not subject to optional redemption prior to June 1, 2031. The Certificates are subject to optional redemption in whole on an Interest Payment Date on or after June 1, 2031, at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium, from the proceeds of the optional prepayment of Lease Payments made by the City pursuant to the Lease Agreement.

The Certificates are subject to mandatory redemption in part on each June 1 and December 1, commencing December 1, 2021, from the principal components of scheduled Lease Payments required to be paid by the City pursuant to the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Redemption Date	Principal Amount of Certificates to be Redeemed	Redemption Date	Principal Amount of Certificates to be Redeemed
12/1/21	\$565,816	12/1/28	\$679,891
6/1/22	565,816	6/1/29	680,000
12/1/22	562,777	12/1/29	695,000
6/1/23	562,777	6/1/30	700,000
12/1/23	593,253	12/1/30	715,000
6/1/24	593,253	6/1/31	720,000
12/1/24	610,908	12/1/31	730,000
6/1/25	610,908	6/1/32	740,000
12/1/25	628,122	12/1/32	760,000
6/1/26	628,122	6/1/33	755,000
12/1/26	642,463	12/1/33	780,000
6/1/27	642,463	6/1/34	775,000
12/1/27	661,404	12/1/34	795,000
6/1/28	661,404	6/1/35†	800,000

†Maturity.

Notice of redemption is to be given by the Trustee by mailing a redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate registration books maintained by the Trustee. Notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) interest with respect to such Certificates or portions of Certificates shall cease to accrue and be payable. Neither the failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the redemption of Certificates.

Notwithstanding the foregoing, in the case of any optional redemption of the Certificates, the notice of redemption shall state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Certificates on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Certificates have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Certificates to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the Certificates for which notice of optional redemption was given shall remain Outstanding for all purposes of the Trust Agreement.

The Trustee has no obligation or liability to the registered owners of the Certificates to make payments of principal or interest with respect to the Certificates. The Trustee's sole obligations are to administer, for the benefit of the registered owners of the Certificates, the various funds and accounts established under the Trust Agreement. The Trustee makes no representation concerning the recitals contained in the Trust Agreement or in this Certificate.

The City has certified, recited and declared that all conditions, things and acts required by the constitution and statutes of the State of California, the Lease Agreement and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of this Certificate, do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, this Certificate has been executed by U.S. Bank National Association, as trustee, acting pursuant to the Trust Agreement.

Date of Execution:

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Certificate and do(es) hereby irrevocably constitute and appoint

attorney, to transfer the same on the registration books of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

NOTICE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal and interest with respect to this Certificate to U.S. Bank National Association, Los Angeles, California, or its successor, as trustee for the Certificates (the "Trustee"). The Policy is on file and available for inspection at the principal office of the Trustee and a copy thereof may be obtained from BAM or the Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of this Certificate, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Lease Agreement or this Certificate, BAM shall be deemed to be the sole owner of the Certificates for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Certificates or the Trustee, for the benefit of such owners under the Trust Agreement, at laws or in equity.

EXHIBIT C
INVESTOR LETTER

City of Porterville
Porterville, California

U.S. Bank National Association, as Trustee
Los Angeles, California

Re: Certificates of Participation (2021 Refinancing Project) Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the City of Porterville, as the Rental for Certain Property Pursuant to a Lease Agreement with the Porterville Public Improvement Corporation

Ladies and Gentlemen:

The undersigned (the "Purchaser") hereby certifies in connection with its purchase of the above-referenced Certificates of Participation in the aggregate principal amount of \$_____ (the "Certificates"), that:

1. The Purchaser has authority to purchase the Certificates and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Certificates. The undersigned is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

2. The Purchaser is an "Approved Buyer" as defined in the Trust Agreement, dated as of July 1, 2021, by and among the City of Porterville (the "City"), the Porterville Public Improvement Corporation, and U.S. Bank National Association, as trustee (the "Trust Agreement").

3. The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Certificates.

4. The Certificates are being acquired by the Purchaser for investment and not with a view to, or for resale in connection with, any distribution of the Certificates, and the Purchaser intends to hold the Certificates for its own account and for an indefinite period of time, and does not intend at this time to dispose of all or any part of the Certificates.

5. The Purchaser acknowledges that it has the right to sell and transfer the Certificates, subject to compliance with the transfer restrictions set forth in the Trust Agreement, including the requirement for the delivery to the Authority and the Trustee of an investor's letter in the same form as this Investor's Letter, including this paragraph. Failure to deliver such investor's letter shall cause the purported transfer to be null and void. The Purchaser agrees to indemnify and hold harmless the City with respect to any claim asserted against the City that arises with respect to any sale, transfer or other disposition of the Certificates by the Purchaser or any transferee thereof in violation of the provisions of the Trust Agreement.

6. The Purchaser understands that the Certificates are not registered under the Securities Act of 1933, as amended, and that such registration is not legally required as of the date hereof; and further understands that the Certificates (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service and (d) will be delivered in a form which may not be readily marketable. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Certificates by it, and further acknowledges that any current exemption from registration of the Certificates does not affect or diminish such requirements.

7. The Purchaser is familiar with the conditions, financial and otherwise, of the City. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City and the Certificates and the security therefor so that, as a reasonable investor, the Purchaser has been able to make our decision to purchase the Certificates. The Purchaser understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

8. The Purchaser understands that the Certificates are not secured by any pledge of any moneys received or to be received from taxation by the City, the State of California or any political subdivision or taxing district thereof; that the Certificates will never represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of California or any political subdivision thereof; that no right will exist to have taxes levied by the State of California or any political subdivision thereof for the payment principal and interest with respect to the Certificates; and that the liability of the City with respect to the Certificates is subject to further limitations as set forth in the Certificates and the Trust Agreement.

9. The Purchaser has made its own inquiry and analysis with respect to the Certificates and the security therefor, and other material factors affecting the security and payment of the Certificates.

10. The Purchaser has made its own independent and satisfactory inquiry of the financial condition of the City, including inquiry into financial statements and other information relating to the financial condition of the City to which a reasonable investor would attach significance in making investment decisions, and of any other matters deemed to be relevant to a reasonably informed decision to purchase the Certificates. The Purchaser has reviewed the documents executed in conjunction with the delivery of the Certificates, including, without limitation, the Trust Agreement and the Lease Agreement (as defined in the Trust Agreement).

11. The Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City and the Certificates, all so that as a reasonable investor the Purchaser has been able to make a reasonably informed decision to purchase the Certificates.

12. The Purchaser is presently and primarily purchasing the Certificates for investment purposes only (and not as an "underwriter" or "Participating Underwriter" as defined in Securities and Exchange Commission Rule 15c2-12, as amended, replaced or supplemented) and does not presently intend to transfer, otherwise distribute or sell the Certificates to the general public.

13. In entering into this transaction, the Purchaser has not relied upon any representations or opinions of the City or the Trustee relating to the legal consequences or other aspects of its investment in the Certificates, nor has it looked to, nor expected, the City to undertake or require any credit investigation or due diligence reviews relating to the City, its financial condition or business operations, the Property (as defined in the Trust Agreement) or any other matter pertaining to the merits or risks of the transactions contemplated by the Lease Agreement and the Trust Agreement, or the adequacy of the funds pledged to the Trustee to secure repayment of the Certificates.

14. The Purchaser is not now and has never been controlled by, or under common control with, the City. The City has never been and is not now controlled by the Purchaser. The Purchaser has entered into no arrangements with the City or with any affiliate in connection with the Certificates, other than as disclosed to the City.

15. Neither the Trustee, Special Counsel (as defined in the Trust Agreement) will have any responsibility to the Purchaser for the accuracy or completeness of information obtained by the Purchaser from any source regarding the City or its financial condition or regarding the Certificates, the provision for payment thereof, or the sufficiency of any security therefor. No written information has been provided by the City to the Purchaser with respect to the Certificates. The Purchaser acknowledges that, as between the Purchaser and all of such parties, the Purchaser has assumed responsibility for obtaining such information and making such review as the Purchaser deemed necessary or desirable in connection with its decision to purchase the Certificates.

16. The Purchaser acknowledges that the sale of the Certificates to the Purchaser is made in reliance upon the certifications, representations and warranties herein by the addressees hereto.

IN WITNESS WHEREOF, I have hereunto set my hand this ____th day of _____, ____.

_____, a _____, as Purchaser

By _____
Name _____
Title _____

\$18,854,377
CERTIFICATES OF PARTICIPATION
(2021 Refinancing Project)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
CITY OF PORTERVILLE, CALIFORNIA
As the Rental for Certain Property Pursuant to a Lease Agreement
with the Porterville Public Improvement Corporation

COMMITMENT AGREEMENT

June 16, 2021

City of Porterville
291 North Main Street
Porterville, California 93257

Ladies and Gentlemen:

The undersigned, Capital One Public Funding, LLC, acting solely as lender and not as broker, dealer, municipal securities underwriter, municipal advisor, or fiduciary (the "Original Owner"), hereby offers to enter into this Commitment Agreement (this Commitment Agreement, together with the exhibits hereto, being herein called the "Agreement") with the City of Porterville, California (the "City"), which, upon acceptance, will be binding upon the City and the Original Owner. This offer is made subject to the acceptance by the City, by execution of this Agreement and its delivery to the Original Owner prior to 5:00 P.M., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Original Owner upon notice delivered to the City at any time prior to such acceptance. This Agreement is provided to the City pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq. (the "Municipal Advisor Rules").

Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to such terms as set forth in Trust Agreement, dated as of July 1, 2021 (the "Trust Agreement") by and among the City, the Porterville Public Improvement Corporation (the "Corporation") and U.S. Bank National Association, as trustee (the "Trustee").

The City acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the City and the Original Owner, (ii) the City will make its own determinations regarding whether to enter into the proposed transaction and the terms thereof, and will consult with and rely on the advice of its own

financial, accounting, tax, legal and other advisors; (iii) the Original Owner is acting solely for its own account in connection with the proposed transaction and is not acting as a municipal advisor, financial advisor, agent or fiduciary to the City or any other person or entity (including to any financial advisor or placement agent engaged by the City), and the City and its financial advisor and placement agent are free to retain the services of such advisors (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) as they deem necessary or appropriate; (iv) the Original Owner has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto, (v) neither the Original Owner nor any of its affiliates is acting as a broker, dealer, underwriter or placement agent with respect the transactions contemplated hereby; (vi) the only obligations the Original Owner has to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement; (vii) the Original Owner is not recommending that the City take an action with respect to the transactions contemplated by this Agreement; and (viii) before taking any action with respect to the contemplated transactions the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Section 1. Execution and Delivery. Upon the terms and conditions and upon the basis of the representations, warranties and agreements herein set forth, the Original Owner agrees to extend credit to the City by acquiring on the Closing Date (as defined herein), and the City and the Corporation hereby agree to execution and delivery to the Original Owner on the Closing Date the \$18,854,377 principal amount of the City of Porterville Certificates of Participation (2021 Refinancing Project) (the "Certificates"), evidencing direct, undivided fractional interests of the owners thereof in lease payments (the "Lease Payments") to be made by the City pursuant to a Lease Agreement, dated as of July 1, 2021 (the "Lease Agreement"), with the Corporation. The price of the Certificates shall be \$18,854,377 (representing the principal amount of the Certificates). As an accommodation to the City, the Original Owner will transfer \$136,250.93 to the Municipal Bond Insurer (hereinafter defined) in payment of the premium for the Policy (hereinafter defined) and will transfer \$40,771.60 to the Municipal Bond Insurer in payment of the premium for the Reserve Policy (hereinafter defined). The net amount (\$18,677,354.47) will be transferred by the Original Owner to the Trustee.

Section 2. Private Placement:

(a) *Original Owner Letter of Representations.* At the Closing (as hereinafter defined), the Original Owner shall deliver to the City an executed Letter of Representations in substantially the form attached hereto as Exhibit B.

(b) *Certain Conditions of the Original Owner.* The Original Owner has required as a condition to the acquisition of the Certificates that the Certificates will not be (i) assigned a rating by any rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) assigned CUSIP number, or (iv) issued pursuant to any type of offering document or official statement.

(c) *Authority.* The Original Owner has authority to acquire the Certificates and to execute any instruments and documents required to be executed by the Original Owner

in connection with the issuance of the Certificates. The undersigned is a duly appointed, qualified, and acting officer of the Original Owner and is authorized to cause the Original Owner to make the representations and warranties contained herein on behalf of the Original Owner.

(d) *Transfer*. The Original Owner may transfer or sell the Certificates only in accordance with the Trust Agreement.

Section 3. The Certificates. The Certificates will be dated their date of closing and will be substantially in the form described in, shall be authorized, executed and delivered under the provisions of, and shall be payable as provided in, the Trust Agreement. The Certificates are being executed and delivered to provide funds to (a) provide for the redemption of the City's outstanding Certificates of Participation (2015 Refinancing Project) (the "2015 Certificates"), (b) purchase a reserve fund municipal bond insurance policy (the "Reserve Policy") issued by Build America Mutual Assurance Company ("the Municipal Bond Insurer") in lieu cash fund a reserve fund for the Certificates, (c) purchase a municipal bond insurance policy for the Certificates (the "Policy") issued by the Municipal Bond Insurer, and (d) pay costs incurred in connection with executing and delivering the Certificates.

The City will lease certain land and the improvements thereon (the "Property") to the Corporation pursuant to a Site and Facility Lease, dated as of July 1, 2021 (the "Site Lease"). The Corporation will sublease the Property back to the City pursuant to the Lease Agreement. The Corporation will assign its right to receive Lease Payments from the City under the Lease to the Trustee pursuant to an Assignment Agreement, dated as of July 1, 2021 (the "Assignment Agreement").

The Trust Agreement, the Site Lease, the Lease Agreement, the Assignment Agreement and this Agreement are hereinafter referred to as the "Legal Documents."

Section 4. Closing. At 8:00 A.M., California time, on July 15, 2021, or at such other time and date as may be agreed upon by the City and the Original Owner (the "Closing Date"), (i) the City will cause to be delivered to the Original Owner the Certificates in definitive, fully registered form; and (ii) the City will cause to be delivered to the Original Owner the other documents herein mentioned at the offices of Quint & Thimmig LLP in Larkspur, California, or another place to be agreed upon by the Corporation, the City and the Original Owner. The Original Owner will accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 hereof in immediately available funds to the order of the Trustee on behalf of the City. This payment and delivery, together with the delivery of the aforementioned documents, is herein called the "Closing."

Section 5. Representation, Warranties and Covenants of the City. The City represents, warrants and covenants to the Original Owner that:

(a) The City is a municipal corporation and chartered city, duly organized and validly existing under the Constitution and laws of the State of California. The City has all necessary power and authority and has taken all official action necessary to enter into and perform its duties under the Trust Agreement, the Site Lease, the Lease Agreement and this Agreement (collectively, the "City Documents"). The City Documents have been

duly executed and delivered by the City and, assuming the due authorization, execution and delivery by the other respective parties thereto, the City Documents to the best knowledge of the City will constitute legally valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws or equitable principles relating to or limiting creditors' rights generally.

(b) To the best of its knowledge, except as may be required under Blue Sky or other securities laws of any state (as to which no representation is made), there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the City required for the execution and delivery of the Certificates or the consummation by the City of the transactions contemplated by the City Documents which has not been duly obtained or made on or prior to the date hereof.

(c) To the best knowledge of the City, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court or governmental or public entity pending or threatened against the City which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates, or contesting the powers of the City to enter into or perform its obligations under any of the City Documents or the existence or powers of the City.

(d) The proceeds of the Certificates will be applied in the manner and for the purposes specified in the Trust Agreement.

(e) The resolution of the City approving the execution and delivery of the City Documents has been duly adopted by the City, has not been amended, modified or repealed and is in full force and effect on the date hereof.

(f) To the best of its knowledge, neither the execution and delivery by the City of the City Documents nor the City's adoption of the resolution, nor the City's compliance with such documents or such resolution, nor the consummation of the transactions contemplated by such documents or such resolution, conflicts with or constitutes a breach of or default under, or will conflict with or constitute a breach of or default under, any term or provision of any applicable law or any administrative rule or regulation of the State of California or the United States or any applicable judgment, decree, order, license, permit, agreement or instrument to which the City is subject or is otherwise bound has or will have a material adverse effect on the ability of the City to perform its obligations under the City Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instruments.

(g) The City covenants that it will not take any action which would cause interest payable with respect to the Certificates to be subject to federal income taxation or State of California personal income taxation.

Section 6. Conditions to the Obligations of the Original Owner. The Original Owner has entered into this Agreement in reliance upon the representations and warranties of the City contained herein. The obligations of the Original Owner to accept

delivery of and pay for the Certificates on the Closing Date shall be subject, at the option of the Original Owner, to the performance by the Corporation and the City of their obligations, to be performed hereunder and under the Legal Documents, at or prior to the Closing Date and the following additional conditions:

(a) at the time of Closing, the Legal Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto and the Legal Documents shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Original Owner, and all such reasonable actions as, in the opinion of Special Counsel or counsel to the Original Owner, shall reasonably deem necessary in connection with the transactions contemplated hereby;

(b) interest rate applicable to the Certificates shall not have been materially adversely affected, in the reasonable judgment of the Original Owner, by reason of any of the following:

(i) legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, the Secretary of the Treasury or any member of Congress, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed), official statement, press release or other form of notice or communication issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States, by the President or other agency of the federal government or members of Congress with the purpose or effect, directly or indirectly, of imposing federal income taxation upon interest as would be received by the owners of the Certificates;

(ii) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the normal operation of the government of or the financial community in the United States;

(iii) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(iv) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Certificates or obligations of the general character of the Certificates or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, underwriters; or

(v) an order, decree or injunction issued by any court of competent jurisdiction, or order, ruling, regulation (final, temporary or proposed), official statement or other form of notice or communication issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that (i) obligations of the

general character of the Certificates, or the Certificates, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, as amended, or (ii) the execution and delivery of obligations of the general character of the Certificates, or the execution and delivery of the Certificates, including any or all underlying obligations, as contemplated hereby, is or would be in violation of the federal securities laws as amended and then in effect;

(c) at or prior to the Closing, the Original Owner shall receive the following documents, in each case to the reasonable satisfaction in form and substance of the Original Owner:

(i) the Legal Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Original Owner;

(ii) the approving opinion of Special Counsel, dated the Closing Date and addressed to the City, together with reliance letters addressed to the Original Owner and the Trustee and the Municipal Bond Insurer;

(iii) a supplemental opinion of Special Counsel dated the Closing Date and addressed to the Original Owner, the Municipal Bond Insurer and the City, in form and substance acceptable to each of them to the effect that:

(A) the Agreement has been duly authorized, executed and delivered by the Corporation and the City and, assuming due authorization, execution and delivery by the other respective parties thereto, constitute valid and binding agreements of the Corporation and the City and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws affecting enforcement of creditors' rights and by the application of equitable principles if equitable remedies are sought; and

(B) the Certificates are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification as an Trust Agreement pursuant to the Trust Indenture Act of 1939, as amended;

(iv) the opinion of the City Attorney, dated the Closing Date, and addressed to the Original Owner, to the effect:

(A) The City is a municipal corporation and chartered city duly formed and validly existing under the laws of the State of California.

(B) The resolution of the City Council of the City approving the City Documents (the "City Resolution") was duly adopted at a meeting of the City Council of the City on June 2, 2021, which was called and held

pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and the City Resolution is in full force and effect and has not been modified, amended or rescinded.

(C) To the best of such counsel's knowledge, the authorization, execution and delivery of the City Documents by the City and compliance with the provisions thereof by the City of its obligations thereunder, will not conflict with, or constitute a breach or default under, in any material respect, any law, administrative regulation, court decree, resolution, ordinance or other agreement to which the City is subject or by which it is bound.

(D) There is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency, public board or body, pending and notice of which has been served on the City, or to the best of such counsel's knowledge, threatened against the City, affecting the existence of the City or the titles of its officers to their respective offices, or contesting or affecting as to the City the validity or enforceability of the City Documents, or contesting the powers of the City for the execution and delivery by the City of the City Documents, or in any way contesting or challenging the consummation of the transactions contemplated thereby.

(v) a certificate, dated the Closing Date, signed by a duly authorized official of the City satisfactory in form and substance in the reasonable judgment of the Original Owner to the effect that:

(A) the City is a municipal corporation and chartered city, duly organized and existing under the laws of the State of California and has all necessary power and authority to enter into and perform its duties under the City Documents;

(B) by official action of the City, the City has approved the execution and delivery of and the performance by the City of the obligations on its part contained in the City Documents;

(C) the execution and delivery of the City Documents to which it is a party, compliance with the provisions thereof and performance of its duties thereunder, will not conflict with or constitute a breach of or default under the City's duties under any law, administrative regulation, judgment, decree, note, resolution, charter, by-law or other agreement to which the City is a party or is otherwise subject or by which its properties may be affected;

(D) to the best knowledge of the City, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the City required for the execution and delivery of the Certificates or the consummation by the City of the transactions on its part contemplated by the City Documents;

(E) to the best knowledge of the City, the City is not in breach of or default under any applicable law or administrative regulation of the State of California or the United States or any applicable judgment or decree, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, which breach or default has or may have a material adverse effect on the ability of the City to perform its obligations under the City Documents;

(F) there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court or governmental agency or body, pending or, to the best knowledge of the City, threatened against the City, to restrain or enjoin the execution or delivery of the Certificates, or in any way contesting or affecting the validity or enforceability of the Certificates or the City Documents or contesting the powers of the City to enter into or perform its obligations under any of the foregoing; and

(G) the City covenants that it will not take any action which would cause interest with respect to the Certificates to be subject to federal income taxation or California personal income taxes;

(vi) a certificate of the Trustee, dated the Closing Date, signed by a duly authorized officer of the Trustee, and in form and substance satisfactory to the Original Owner, to the effect that:

(A) the Trustee is a national banking association duly organized and existing under and by virtue of the laws of the United States of America authorized to carry out corporate trust powers and has all necessary power and authority to enter into and perform its duties under the Trust Agreement and the Assignment Agreement and to execute the Certificates;

(B) the representations of the Trustee in the Trust Agreement and the Assignment Agreement are true and correct in all material respects as of the Closing Date;

(C) to the best of its knowledge, no litigation is pending or threatened (either in state or federal courts) (1) to restrain or enjoin the execution or delivery of any of the Certificates or the collection of revenues pledged under the Lease Agreement, or (2) in any way contesting or affecting any authority for the execution or delivery of the Certificates or the validity or enforceability of the Trust Agreement or the Assignment Agreement;

(D) the Trustee is duly authorized to execute and deliver the Certificates to the Original Owner upon instruction by the City pursuant to the terms of the Trust Agreement, and the Trust Agreement and the Assignment Agreement constitute legal, valid and binding obligations of the Trustee enforceable in accordance with its respective terms;

(E) to the best of its knowledge, the execution and delivery of the Trust Agreement and the Assignment Agreement, and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, the Trustee's duties under said documents or any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Trustee is subject or by which it is bound; and

(F) the Certificates have been validly executed and delivered by the Trustee;

(vii) the opinion of counsel to the Trustee, addressed to the Original Owner and the City, dated the Closing Date, to the effect that;

(A) the Trustee has been duly organized and is validly existing in good standing as a national banking association under the laws of the United States of America, with full corporate power to enter into the Trust Agreement and the Assignment Agreement and to accept the trust as provided therein, and to perform its obligations under the Trust Agreement and the Assignment Agreement;

(B) the Trustee has duly authorized, executed and delivered the Trust Agreement and the Assignment Agreement and by all proper corporate action has authorized the acceptance of the trust of the Trust Agreement;

(C) assuming the due authorization, execution and delivery by the other party to the Trust Agreement and the Assignment Agreement, the Trust Agreement and the Assignment Agreement, constitute legally valid and binding agreements of the Trustee, enforceable against the Trustee in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other similar laws or equitable principles relating to or limiting creditors' rights generally;

(D) the Certificates have been validly executed by the Trustee; and

(E) to the best of such counsel's knowledge, no authorization, approval, consent or order of any governmental agency or any other person or corporation is required for the valid authorization, execution and delivery of the Trust Agreement and the Assignment Agreement by the Trustee or the authentication by the Trustee of the Certificates;

(x) The Municipal Bond Insurance Policy issued by the Municipal Bond Insurer;

(xi) An opinion of counsel to the Municipal Bond Insurer as to the validity and enforceability of the Municipal Bond Insurance Policy, in form and content satisfactory to Special Counsel and the Original Owner;

(xii) a copy of the general resolution of the Trustee authorizing the execution and delivery of the Trust Agreement and the Assignment Agreement;

(xiii) a copy of all resolutions relating to the Certificates and the Legal Documents adopted by the Corporation and the City, as applicable, and certified by an authorized official of the Corporation and the City;

(xiv) a tax certificate by the City in form and substance acceptable to Special Counsel; and

(xv) such additional legal opinions, certificates, proceedings, instruments or other documents as Special Counsel and counsel to the Original Owner may reasonably request to evidence compliance by the Corporation and the City with legal requirements, the truth and accuracy, as of the Closing Date, of the representations and warranties of the Corporation and City contained herein, and the due performance or satisfaction by the Corporation and the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Corporation and the City.

Section 8. **Expenses.** Whether or not the transactions contemplated by this Agreement are consummated, the Original Owner shall be under no obligation to pay, and the City shall pay from the proceeds of the Certificates or otherwise, all expenses and costs of the City and the Corporation incident to the performance of their obligations in connection with the authorization, execution, and delivery of the Certificates to the Original Owner, including, without limitation, printing costs, initial fees of the Trustee, including fees and disbursements of its counsel, fees and disbursements of Special Counsel and other professional advisors employed by the City or the Corporation, fees and disbursements of counsel to the placement agent, fees of the California Debt and Investment Advisory Commission, and costs of preparation, printing, signing, transportation, delivery and safekeeping of the Certificates. The Original Owner shall pay all out-of-pocket expenses of the Original Owner, including the fees and disbursements of its counsel.

Section 9. **Notices.** Any notice or other communication to be given to the Original Owner under this Agreement may be given by delivering the same in writing to Capital One Public Funding, LLC, 1307 Walt Whitman Road, 3rd Floor, Melville, NY 11747, Attention: President. Any notice or communication to be given to the Corporation or the City under this Agreement may be given by delivering the same in writing to the Corporation's and the City's addresses, respectively set forth above, Attention: City Manager. The approval of the Original Owner when required hereunder or the determination of the Original Owner's satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to you.

Section 10. **Parties in Interest.** This Agreement is made solely for the benefit of the Corporation, the City and the Original Owner (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Corporation and the City in this Agreement shall remain operative and in full force and effect regardless of any

investigation made by or on behalf of the Original Owner and shall survive the delivery of and payment of the Certificates.

Section 11. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 12. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

CAPITAL ONE PUBLIC FUNDING, LLC, as
Original Owner

By _____
Jonathan A. Lewis
President

Accepted and Agreed to:

CITY OF PORTERVILLE

By _____
John D. Lollis
City Manager

EXHIBIT A

MATURITY SCHEDULE AND REDEMPTION PROVISIONS

\$18,854,377

CERTIFICATES OF PARTICIPATION

(2021 Refinancing Project)

**Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
CITY OF PORTERVILLE, CALIFORNIA**

**As the Rental for Certain Property Pursuant to a Lease Agreement
with the Porterville Public Improvement Corporation**

MATURITY SCHEDULE

Maturity Date (June 1)	Principal Amount	Interest Rate	Yield	Price
2035	\$18,854,377	2.700%	2.700%	100.000

REDEMPTION PROVISIONS

Extraordinary Redemption. The Certificates are subject to extraordinary redemption, in whole or in part, on any Interest Payment Date, in an order of maturity determined by the City, from the Net Proceeds of insurance or eminent domain proceedings credited towards the redemption of the Lease Payments pursuant to the Lease Agreement, at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest represented thereby to the date fixed for redemption, without premium.

Optional Redemption. The Certificates are not subject to optional redemption prior to June 1, 2031. The Certificates are subject to optional redemption in whole on any Interest Payment Date on or after June 1, 2031, at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium, from the proceeds of the optional prepayment of Lease Payments made by the City pursuant to the Lease Agreement.

Mandatory Redemption. The Certificates are subject to mandatory redemption in part on each June 1 and December 1, commencing December 1, 2021, from the principal components of scheduled Lease Payments required to be paid by the City pursuant to the Lease Agreement with respect to each such redemption date (subject to abatement, as set forth in the Lease Agreement), at a redemption price equal to the principal amount thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium, as follows:

Redemption Date	Principal Amount of Certificates to be Redeemed	Redemption Date	Principal Amount of Certificates to be Redeemed
12/1/21	\$565,816	12/1/28	\$679,891
6/1/22	565,816	6/1/29	680,000
12/1/22	562,777	12/1/29	695,000
6/1/23	562,777	6/1/30	700,000
12/1/23	593,253	12/1/30	715,000
6/1/24	593,253	6/1/31	720,000
12/1/24	610,908	12/1/31	730,000
6/1/25	610,908	6/1/32	740,000
12/1/25	628,122	12/1/32	760,000
6/1/26	628,122	6/1/33	755,000
12/1/26	642,463	12/1/33	780,000
6/1/27	642,463	6/1/34	775,000
12/1/27	661,404	12/1/34	795,000
6/1/28	661,404	6/1/35†	800,000

†Maturity.

EXHIBIT B

LETTER OF REPRESENTATIONS

City of Porterville
291 North Main Street
Porterville, California 93257

Re: \$18,854,377 Certificates of Participation (2021 Refinancing Project) Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the City of Porterville, as the Rental for Certain Property Pursuant to a Lease Agreement with the Porterville Public Improvement Corporation

Ladies and Gentlemen:

Capital One Public Funding, LLC, Melville, New York ("COPF"), hereby certifies as follows with regard to the \$18,854,377 Certificates of Participation (2021 Refinancing Project) evidencing direct, undivided fractional interests of the owners thereof in lease payments to be made by the City of Porterville, as the rental for certain property pursuant to a lease agreement with the Porterville Public Improvement Corporation (the "Certificates"):

1. COPF has full power and authority to carry on its business as now conducted, deliver this letter and make the representations and certifications contained herein.

2. COPF is a lender that regularly extends credit to state and local government by making loans the repayment obligations under which are evidenced by obligations such as the Certificates; has knowledge and experience in financial and business matters that make it capable of evaluating the City, the Certificates and the risks associated with the extension of credit evidenced by the Certificates; has the ability to bear the economic risk of extending the credit evidenced by the Certificates; and is a limited liability company engaged in the primary business of extending credit and making loans to state and local governments and non-profit entities and has total assets in excess of \$1 billion. COPF is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its extension of credit evidenced by the Certificates.

3. COPF has conducted its own investigation of the financial condition of the City, the purpose for which the Certificates is being executed and delivered and of the security for the payment of the principal of and interest on the Certificates, and has obtained such information regarding the Certificates and the City and its operations, financial condition and financial prospects as COPF deems necessary to make an informed lending decision with respect to its extension of credit evidenced by the Certificates.

4. COPF is extending credit to the City evidenced by the Certificates and is acquiring the Certificates by assignment from the Authority for its own account and without any present intention of distributing, assigning, or selling any interest therein or portion thereof, provided that COPF retains the right at any time to dispose of the Certificates or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by COPF shall be made, in accordance with applicable law and the provisions of the Certificates and related documents, to (a) an affiliate of COPF or (b) one or more banks, insurance companies or other financial institutions. COPF and its assignees further retain the right to sell or assign participation interests in the Certificates to one or more entities listed in (a) or (b) of this Section 4, provided that any participation, custodial or similar agreement under which multiple ownership interests in the Certificates are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees to act on their behalf with respect to the rights and interests of the registered owner of the Certificates, including with respect to the exercise of rights and remedies of the registered owner on behalf of such owners upon the occurrence of an event of default under the Certificates.

5. COPF acknowledges that (a) the Certificates (i) has not been registered under the Securities Act of 1933, as amended, (ii) has not been registered or otherwise qualified for sale under the securities laws of any state, and (iii) will not be listed on any securities exchange and (b) there is no established market for the Certificates and that none is likely to develop. COPF understands and acknowledges that (a) its extension of credit evidenced by the Certificates is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and (b) in connection with COPF's extension of credit evidenced by the Certificates, the City has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document.

6. COPF is acting solely for its own account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor, or fiduciary. COPF has not provided, and will not provide, financial, legal (including securities law), tax, accounting, or other advice to or on behalf of the City (including to any financial advisor or any placement agent engaged by the City) with respect to the structuring or delivery of the Certificates. COPF has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transactions relating to the structuring or delivery of the Certificates and the discussions, undertakings, and procedures leading thereto. Each of the City, its financial advisor, and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting, and other advice (including as it relates to structure, timing, terms, and similar matters and compliance with legal requirements applicable to such parties) with respect to the Certificates from its own financial, legal, tax, and other advisors (and not from the undersigned or its affiliates) to the extent that the City, its financial advisor, or its placement agent desires to, should, or needs to obtain such advice. COPF expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the City's financial advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the City's financial advisor or placement agent, with respect to any such matters. The transactions between the City and COPF are arm's-length, commercial transactions in which COPF is acting and has acted solely as a principal and for its own interest, and COPF has not made recommendations to the City with respect to the transactions relating to the Certificates.

CAPITAL ONE PUBLIC FUNDING, LLC

By _____
Name _____

AFTER RECORDATION RETURN TO:

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Brian D. Quint, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

TERMINATION AGREEMENT

Dated July 15, 2021

by and among the

CITY OF PORTERVILLE, CALIFORNIA

the

PORTERVILLE PUBLIC FINANCING AUTHORITY,

and

U.S. BANK NATIONAL ASSOCIATION, as Successor Trustee

Relating to the Refunding of the outstanding
Certificates of Participation
(2015 Refinancing Project)
Evidencing Direct, Undivided Fractional Interests of the
Owners Thereof in Lease Payments to be Made by the
CITY OF PORTERVILLE, CALIFORNIA
As the Rental for Certain Property Pursuant to a
Lease Agreement with the
Porterville Public Financing Authority

TERMINATION AGREEMENT

This TERMINATION AGREEMENT is dated July 15, 2021, and is by and among the CITY OF PORTERVILLE, CALIFORNIA (the "City"), the PORTERVILLE PUBLIC FINANCING AUTHORITY, (the "Authority"), U.S. BANK NATIONAL ASSOCIATION, as trustee (the "2015 Trustee").

WITNESSETH:

WHEREAS, the City and the Authority have heretofore entered into an Lease Agreement, dated as of June 1, 2015 (the "2015 Lease"), pursuant to which the Authority and the City entered into a transaction for the lease financing of certain facilities, including the site thereof (the "2015 Project"), and the City agreed to make certain lease payments (the "2015 Lease Payments") to the Authority;

WHEREAS, pursuant to an Assignment Agreement, dated as of June 1, 2015 (the "2015 Assignment Agreement"), by and between the Authority and the 2015 Trustee, the Authority assigned to the 2015 Trustee, among other things, its rights to receive 2015 Lease Payments from the City under the 2015 Lease and the right to exercise such rights and remedies conferred on the Authority under the 2015 Lease to enforce payment of the 2015 Lease Payments;

WHEREAS, pursuant to a Trust Agreement, dated as of June 1, 2015, by and among the City, the Authority and the 2015 Trustee, the 2015 Trustee agreed, among other matters, to execute and deliver certificates of participation (the "2015 Certificates") representing undivided fractional interests of the owners thereof to receive 2015 Lease Payments made by the City;

WHEREAS, the 2015 Lease Agreement provides that in the event that the City deposits, or causes the deposit on its behalf of moneys for the prepayment of the 2015 Lease Payments, then all of the obligations of the City under the 2015 Lease Agreement and all of the security provided by the City for such obligations, excepting only the obligation of the City to make the 2015 Lease Payments from said deposit, shall cease and terminate, and unencumbered title to the 2015 Project shall be vested in the City without further action by the City or the Authority;

WHEREAS, the City has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the City at this time to refinance the City's obligation to make the 2015 Lease Payments under the 2015 Lease Agreement and, as a result thereof, to provide for the payment of the 2015 Certificates to and including November 1, 2015, and on such date to provide for the 2015 Certificates maturing on and after August 1, 2011, and to that end, the Porterville Public Improvement Corporation (the "Corporation") proposes to lease certain real property and improvements to the City pursuant to that certain Lease Agreement, dated as of July 1, 2021 (the "Lease Agreement"), a memorandum of which has been recorded concurrently herewith;

WHEREAS, to obtain moneys to make such deposit, the Corporation proposes to assign and transfer certain of its rights under the Lease Agreement to U.S. Bank National Association, as trustee (the "Trustee"), pursuant to that certain Assignment Agreement, dated as of July 1, 2021, by and between the Corporation and the Trustee, which has been recorded concurrently herewith, and to enter into that certain Trust Agreement, dated as of July 1, 2021 (the "Trust Agreement"), by and among the Corporation, the City and the Trustee, whereby the Trustee agrees to execute and deliver certificates of participation in the principal amount of \$22,650,000 (the "Certificates"), each evidencing a direct, undivided fractional interest in the lease payments made by the City under the Lease Agreement; and

WHEREAS, upon delivery of the Certificates and deposit of a portion of the proceeds for prepayment of the 2015 Lease Payments, the 2015 Lease Agreement and the agreements related thereto need not be maintained (except as otherwise provided below), and the parties hereto now desire to provide for the termination of such documents as provided herein.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree:

Section 1. Termination.

(a) By virtue of the deposit of a portion of the proceeds of the Certificates for prepayment of the 2015 Lease Payments, all obligations of the City under the 2015 Lease Agreement shall cease and terminate, excepting only the obligation of the City to make, or cause to be made, all payments from such deposit and title to the 2015 Project shall vest in the City on the date of said deposit automatically and without further action by the City or the Authority. Said deposit and interest earnings thereon shall be deemed to be and shall constitute a special fund for the prepayment of the 2015 Lease Payments.

(b) In accordance with the foregoing, the following agreements (including any option to purchase contained therein), are hereby terminated and are of no further force or effect:

(i) Site and Facility Lease, dated as June 1, 2015, by and between the City and the Authority, recorded on June 17, 2015, as Instrument No. 2015-0033933, Tulare County Records;

(ii) 2015 Lease Agreement, recorded by memorandum on June 17, 2015, as Instrument No. 2015-0033934, Tulare County Records; and

(iii) 2015 Assignment Agreement, recorded on June 17, 2015, as Instrument No. 2015-0033935, Tulare County Records.

(c) From and after the date hereof, none of the parties shall have any further rights or obligations thereunder.

Section 2. Execution in Counterparts. This Termination Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination Agreement.

PORTERVILLE PUBLIC FINANCING
AUTHORITY

By _____
John D. Lollis
Executive Director
CITY OF PORTERVILLE

By _____
John D. Lollis
City Manager

U.S. BANK NATIONAL ASSOCIATION, as
2015 Trustee

By _____
Ilse Vlach
Assistant Vice President

NOTARY ACKNOWLEDGMENTS TO BE INSERTED

EXHIBIT A
DESCRIPTION OF THE SITE

All that certain real property situated in Tulare County, State of California, described as follows:

PARCEL 1: (POLICE STATION)

THE EAST 65 FEET OF THE NORTH 47 FEET OF LOT 1 IN BLOCK 7 OF B. HOCKETT'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 2: (POLICE STATION)

THE WEST 45 FEET OF LOT 1 AND THE NORTH 20 FEET OF THE WEST 45 FEET OF LOT 2 IN BLOCK 7 OF B. HOCKETT'S ADDITION TO PORTERVILLE, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 3: (POLICE STATION)

THOSE PORTIONS OF LOT 1 AND 2 IN BLOCK 7 OF B. HOCKETT'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 47 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST 65 FEET; THENCE SOUTH 33 FEET; THENCE EAST 65 FEET; THENCE NORTH 33 FEET TO THE POINT OF BEGINNING.

APN: PORTION OF 252-176-008

PARCEL 4: (POLICE STATION)

THE SOUTH 40 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4 IN BLOCK 7 OF B. HOCKETT'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 3 OF MAPS, PAGE 28, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 5: (POLICE STATION)

LOTS 3, 4, 5 AND 6 IN BLOCK 3 OF HOCKETT AND PARKHURST NORTH EXTENSION TO THE CITY OF PORTERVILLE, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 5 OF MAPS, PAGE 53, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 6: (POLICE STATION)

LOTS 1 AND 2 IN BLOCK 3 OF HOCKETT AND PARKHURST NORTH EXTENSION OF PORTERVILLE, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS

PER MAP THEREOF RECORDED IN BOOK 5 OF MAPS, PAGE 53, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 7: (POLICE STATION)

LOTS 7 AND 8 IN BLOCK 3 OF HOCKETT AND PARKHURST NORTH EXTENSION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER NAP THEREOF RECORDED IN BOOK 5 OF MAPS, PAGE 53, TULARE COUNTY RECORDS.

APN: PORTION OF 252-176-008

PARCEL 8: (FIRE STATION #2 AND CORPORATION YARD)

LOTS 75 AND 78 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, SUBDIVISION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 34 OF MAPS, TULARE COUNTY RECORDS.

EXCEPTING THE WEST 40 FEET OF SAID LOT 75.

MEMO: BY ORDER OF BOARD OF SUPERVISORS OF TULARE COUNTY, THE EAST 10 FEET AND THE WEST 10 FEET OF GRAND AVENUE LYING BETWEEN LOTS 78 AND 79 WAS ABANDONED.

APN: 251-360-001

PARCEL 9: (CITY HALL)

LOTS 1, 2, 3 AND 4 IN BLOCK 2 OF PIONEER AND MURPHY'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED IN BOOK 4 OF MAPS, PAGE 29, TULARE COUNTY RECORDS.

NOTE: BY ORDER OF THE CITY OF PORTERVILLE THAT PORTION OF DIVISION STREET LYING ALONG THE WEST LINE OF BLOCK 2 WAS ABANDONED BY RESOLUTIONS RECORDED JUNE 12, 1956 IN BOOK 1929, PAGE 318 AND NOVEMBER 26, 1979 IN BOOK 3717, PAGE 650, OFFICIAL RECORDS.

APN: 253-191-001

PARCEL 10: (HERITAGE CENTER AND HERITAGE PARK)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF ORANGE AVENUE WITH THE EAST LINE OF WALLACE STREET SAID NORTHEASTERLY LINE OF ORANGE AVENUE BEING A 450.28 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, THE RADIAL LINE THROUGH SAID POINT OF INTERSECTION BEARS NORTH 13° 50' 20" EAST;

THENCE, NORTH 00° 58' 50" EAST, 12.91 FEET ALONG SAID EAST LINE OF WALLACE STREET TO A POINT IN A 579.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, A RADIAL TO SAID POINT BEARS NORTH 12° 37' 07" EAST, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED;

THENCE, EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 00' 05", AN ARC DISTANCE OF 131.38 FEET, TO THE BEGINNING OF A 90.67 FOOT RADIUS COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID BEGINNING BEARS NORTH 25° 37'

12" EAST;

THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 29' 08" AN ARC DISTANCE OF 38.75 FEET, TO THE BEGINNING OF A 90.67 FOOT RADIUS REVERSE CURVE, CONCAVE TO THE NORTHEAST, A RADIAL TO SAID BEGINNING BEARS SOUTH 50° 06' 20" WEST;

THENCE, SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17° 55' 24" AN ARC DISTANCE OF 28.36 FEET, TO THE BEGINNING OF A 567.00 FOOT RADIUS REVERSE CURVE, CONCAVE TO THE SOUTHWEST, A RADIAL TO SAID BEGINNING BEARS NORTH 32° 10' 56" EAST;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10° 10' 52" AN ARC DISTANCE OF 100.75 FEET;

THENCE, TANGENT TO SAID CURVE, SOUTH 47° 38' 12" EAST, 10.78 FEET;

THENCE, NORTH 40° 33' 11" EAST, 86.80 FEET;

THENCE, NORTH 49° 26' 49" WEST, 141.91 FEET;

THENCE, NORTH 40° 33' 11" EAST, 156.95 FEET;

THENCE, NORTH 04° 26' 49" WEST, 45.21 FEET;

THENCE, NORTH 40° 33' 11" EAST, 36.20 FEET;

THENCE, SOUTH 85° 33' 11" WEST, 91.51 FEET;

THENCE, NORTH 49° 26' 49" WEST, 44.73 FEET;

THENCE, NORTH 29° 02' 14" EAST, 206.52 FEET;

THENCE, NORTH 38° 31' 29" EAST, 187.65 FEET TO A POINT IN THE WEST LINE OF PARCEL 1 OF PARCEL MAP NO. 3371 PER MAP RECORDED IN BOOK 34 PAGE 73 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING NORTH 00° 06' 48" WEST, 32.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE, NORTH 00° 06' 48" WEST, 497.67 FEET ALONG THE WEST LINE OF SAID PARCEL 1 AND THE MOST NORTHERLY EAST LINE OF PARCEL 2 OF SAID PARCEL MAP NO. 3371 TO THE MOST NORTHERLY NORTHEAST CORNER OF SAID PARCEL 2;

THENCE, SOUTH 89° 53' 14" WEST, 515.73 FEET ALONG THE NORTH LINE OF SAID PARCEL 2 AND ALONG THE SOUTH LINE OF PARCEL 1 OF PARCEL MAP NO. 2207 PER MAP RECORDED IN BOOK 23 PAGE 8 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TO THE SOUTHWEST CORNER OF PARCEL 1 OF SAID PARCEL MAP NO. 2207 SAID SOUTHWEST CORNER BEING THE BEGINNING OF A 1810.08 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE EAST, A RADIAL TO SAID BEGINNING BEARS SOUTH 83° 48' 03" WEST;

THENCE, NORTHERLY, ALONG THE WEST LINE OF PARCEL 1 OF SAID PARCEL MAP NO. 2207 AND ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04° 07' 06" AN ARC DISTANCE OF 130.11 FEET;

THENCE, TANGENT TO SAID CURVE, NORTH 02° 04' 51" WEST, 190.34 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF SAID PARCEL MAP NO. 2207;

THENCE, SOUTH 89° 51' 03" WEST, 176.76 FEET ALONG THE SOUTH LINE OF OLIVE AVENUE TO A POINT IN THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36;

THENCE SOUTH 01° 12' 49" WEST, 1025.73 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, SAID POINT ALSO BEING THE NORTHWEST CORNER OF PARCEL 1 OF PARCEL MAP NO. 2391 PER MAP RECORDED IN BOOK 24 PAGE 92 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE, SOUTH 01° 04' 26" WEST, 60.30 FEET TO AN ANGLE POINT IN THE WEST AND SOUTHWESTERLY LINE OF PARCEL 1 OF SAID PARCEL MAP NO. 2391;

THENCE, SOUTH 46° 57' 44" EAST, 311.66 FEET ALONG THE SOUTHWESTERLY LINE OF PARCEL 1 OF SAID PARCEL MAP NO. 2391 TO A POINT IN THE WEST LINE OF WALLACE STREET;

THENCE, NORTH 00° 59' 46" EAST, 15.73 FEET ALONG THE WEST LINE OF WALLACE STREET;

THENCE, SOUTH 49° 12' 16" EAST, 103.87 FEET TO A POINT IN THE EAST LINE OF WALLACE STREET;

THENCE, SOUTH 00° 58' 50" WEST, 11.59 FEET TO THE TRUE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE PURPOSE OF THIS DESCRIPTION IS SOUTH 89° 25' 17" EAST, FOR THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36 AS SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 21 PAGE 68 OF LICENSED SURVEYS, TULARE COUNTY RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING NOT LESS THAN THREE HUNDRED (300) FEET BELOW THE SURFACE OF SAID REAL PROPERTY, PROVIDED THAT SANTA FE LAND IMPROVEMENT COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT TO GO UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXTRACTING SAID OIL, GAS OR OTHER HYDROCARBON AND MINERAL SUBSTANCES, NOR FOR ANY PURPOSE IN CONNECTION THEREWITH, BUT SHALL HAVE THE RIGHT TO EXTRACT AND REMOVE SAID OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BY MEANS WHICH SHALL NOT REQUIRE ENTRY UPON THE SURFACE OF SAID LAND, AS RESERVED IN DEED DATED DECEMBER 6, 1978, AND RECORDED JANUARY 30, 1979 IN BOOK 3617, PAGE 357, FILE NO. 6079, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERALS CONTAINED IN THE ABOVE DESCRIBED LAND, INCLUDING WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS. SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE LAND HEREBY CONVEYED OR OF ANY IMPROVEMENTS THEREON, AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN DEED RECORDED OCTOBER 19, 1980 IN BOOK 3806, PAGE 346 AS FILE NO. 49665 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OWNERSHIP RIGHTS TO THE ENTIRE MINERAL ESTATE BELOW THE PROPERTY, BELOW A DEPTH OF 25 FEET, INCLUDING WITHOUT LIMITATION, ALL OIL, PETROLEUM, GAS AND OTHER MINERALS, WHETHER GASEOUS, LIQUID OR SOLID, IN AND UNDER THE ABOVE-DESCRIBED PREMISES, BELOW A DEPTH OF 25 FEET. SUCH RIGHTS

SHALL INCLUDE SURFACE AND SUBSURFACE ACCESS EASEMENTS, RIGHTS TO CONSTRUCT, MAINTAIN AND OPERATE SURFACE AND SUBSURFACE FACILITIES, AND OTHER RIGHTS TO DEVELOP AND EXTRACT OIL, PETROLEUM, GAS OR ANY OTHER MINERAL, EXCEPT THAT GRANTOR (1) SHALL NOT, WITHOUT PRIOR WRITTEN CONSENT FROM GRANTEE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, HAVE ANY RIGHT TO ENTER THE SURFACE OF THE PROPERTY, FOR PURPOSES OF EXPLORATION, DEVELOPMENT OR EXTRACTION OF SUCH MINERALS; (2) SHALL NOT IN EXERCISING THESE RIGHTS MORE THAN MINIMALLY INTERFERE WITH GRANTEE'S USE OF THE PROPERTY; AND (3) PRIOR TO THE EXERCISE OF THESE RIGHTS, SHALL PROVIDE ADEQUATE LIABILITY PROTECTION TO GRANTEE, IN THE FORM OF GENERAL LIABILITY INSURANCE OBTAINED (OR EXTENDED), AT THE SOLE COST OF GRANTOR, NAMING GRANTEE AS AN INSURED PARTY, UPON SUCH TERMS AS ARE THEN REASONABLE AND CUSTOMARY, UNLESS GRANTOR, IN THE REASONABLE OPINION OF GRANTEE, POSSESSES THE FINANCIAL CAPABILITY TO FUND SUCH LIABILITY PROTECTION AS A SELF-INSURED ENTITY, UNDER THAN REASONABLE AND CUSTOMARY STANDARD, FOR ANY LOSSES OR DAMAGES REASONABLY LIKELY TO BE SUSTAINED BY GRANTEE AS A RESULT OF GRANTOR'S EXERCISE OF THESE RIGHTS. IN ADDITION, ANY SURFACE OR SUBSURFACE FACILITIES CONSTRUCTED, OR EQUIPPED USED, BY GRANTOR IN THE COURSE OF GRANTOR'S EXERCISE OF THESE RIGHTS, SHALL BE CONSTRUCTED AND USED IN A MANNER THAT RESULTS IN NO MORE THAN MINIMAL INTERFERENCE WITH GRANTEE'S USE OF THE PROPERTY, AS RESERVED IN THE DEED RECORDED DECEMBER 29, 1992, AS DOCUMENT NO. 92-094547, AND RECORDED OCTOBER 18, 1994 AS DOCUMENT NO. 94-074651, OFFICIAL RECORDS.

APN: 261-150-056; 261-130-008 and 261-140-024

PARCEL 11: (CENTENNIAL PLAZA)

LOTS 6, 7 AND 8 OF BLOCK 7 OF PIONEER & MURPHY'S ADDITION IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN VOLUME 4 OF MAPS AT PAGE 29, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 253-192-05

PARCEL 12 (FIRE STATION #1 AND LIBRARY)

LOTS 1, 2, 3 AND 4 IN BLOCK 3 OF HOCKETT'S ADDITION, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 28 OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY. TOGETHER WITH THAT PORTION OF DIVISION AVENUE AS VACATED BY AN INSTRUMENT RECORDED NOVEMBER 26, 1979 IN BOOK 3717 PAGE 650, AS INSTRUMENT NO. 69289, OF OFFICIAL RECORDS.

APN: 252-184-001

PARCEL 13 (MURRAY PARK)

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH RANGE 27 EAST MOUNT DIABLO BASE AND MERIDIAN, THENCE EAST ALONG SOUTH LINE OF SECTION 25 (VARIATION 14 35' E.) TWO HUNDRED NINETY-SIX AND 5/10 (296.5) FEET, THENCE NORTH FIFTEEN (15) DEGREES EAST, ONE HUNDRED THIRTY-EIGHT AND 5/10 (138.5) FEET, NORTH THIRTY-FIVE (35) DEGREES EAST ONE HUNDRED (100) FEET, NORTH THIRTY (30) DEGREES EAST FIFTY (50) FEET, NORTH TWENTY-FIVE (25) DEGREES EAST, FIFTY (50) FEET, NORTH TWENTY (20) DEGREES EAST FIFTY (50) FEET, NORTH TWENTY-FIVE (25) DEGREES EAST FIFTY (50) FEET, NORTH THIRTY (30) DEGREES EAST, FIFTY (50) FEET, NORTH THIRTY-FIVE (35) DEGREES EAST FIFTY (50) FEET, NORTH FORTY (40) DEGREES EAST FIFTY (50) FEET, NORTH FIFTY (50) DEGREES EAST TWENTY-FIVE (25) FEET, NORTH SIXTY (60) DEGREES EAST TWENTY-FIVE (25) FEET, NORTH SEVENTY (70)

DEGREES EAST TWENTY-FIVE (25) FEET, NORTH EIGHTY (80) DEGREES EAST TWENTY-FIVE (25) FEET, NORTH FIFTY-SIX (56) DEGREES EAST TWENTY-FIVE (25) FEET, NORTH THIRTY-TWO (32) DEGREES EAST TWENTY-FIVE (25) FEET, NORTH EIGHT (8) DEGREES EAST TWENTY-FIVE (25) FEET, NORTH SIXTEEN (16) DEGREES WEST ONE HUNDRED (100) FEET, NORTH FOUR (4) DEGREES WEST FIFTY (50) FEET, NORTH EIGHT (8) DEGREES EAST FIFTY (50) FEET, NORTH TWENTY (20) DEGREES EAST FIFTY (50) FEET, NORTH THIRTY TWO (32) DEGREES EAST FIFTY (50) FEET, NORTH TEN (10) DEGREES EAST FIFTY (50) FEET, EAST TWO HUNDRED AND ELEVEN (211) FEET, NORTH THREE HUNDRED AND SEVENTY (370) FEET, WEST NINE HUNDRED FIFTY-TWO AND 6/10 (952.6) FEET TO NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SAID SECTION 25, THENCE SOUTH THIRTEEN HUNDRED TWENTY-SIX (1326) FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A STRIP OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT TWO HUNDRED AND FIFTY (250) FEET EAST AND FOUR HUNDRED NINETY-ONE (491) FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE EAST TWO HUNDRED TEN (210) FEET TO THE EAST BANK OF PIONEER DITCH, SOUTHWEST ALONG EAST BANK OF SAID DITCH SIXTY-THREE (63) FEET, THENCE NORTHWESTERLY TO POINT OF BEGINNING.

APN: 253-100-031 PORTION

PARCEL 14 (MURRAY PARK)

COMMENCING AT A POINT 250 FEET EAST AND 491 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TWENTY FIVE (25), TOWNSHIP 21 SOUTH, RANGE 27 EAST M.D.B.&M.; THENCE EAST ALONG THE SOUTH LINE OF THE LANDS OF A. LESLIE 210 FEET; THENCE SOUTHWESTERLY 63 FEET; AND THENCE NORTHWESTERLY 187 FEET TO BEGINNING.

APN: 253-100-031 PORTION

PARCEL 15 (MURRAY PARK)

THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 27 EAST, M. D. B. & M., IN THE COUNTY OF TULARE, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL PROPERTY; THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 27 EAST, M. D. B. & M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SAID SECTION 25; 321.4 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER 163 FEET; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER 204 FEET; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER 163 FEET; THENCE EAST 204 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTH TWENTY (20) FEET AS DEEDED TO THE COUNTY OF TULARE, BY AN INSTRUMENT RECORDED MAY 24, 1930 IN BOOK 379 PAGE 320 OF OFFICIAL RECORDS.

APN: 253-100-031 PORTION

PARCEL 16 (MURRAY PARK)

LOTS 1-11 OF SIERRA HEIGHTS, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 253-100-031 PORTION

PARCEL 17 (MURRAY PARK)

THAT PORTION OF LOT 12 OF SIERRA HEIGHTS, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF TULARE COUNTY, DESCRIBED AS FOLLOWS, TO-WIT; BEGINNING AT THE SOUTHEAST CORNER OF LOT 12, THENCE NORTH 210 FEET TO THE NORTHEAST CORNER OF AID LOT 12; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 12, 54.03 FEET THENCE SOUTH TO A POINT ON THE SOUTH LINE OF LOT 12, 54.40 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 12; THENCE EAST 54.40 FEET TO THE POINT OF BEGINNING.

APN: 253-100-031 PORTION

PARCEL 18 (MURRAY PARK)

LOT 18 OF SIERRA HEIGHTS, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 PAGE 79 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 253-100-031 PORTION