



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JULY 6, 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, July 6, 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 July 6th, 2021

Please use the following link below to join the webinar:

<https://zoom.us/j/91213416298?pwd=MU5WSzd4TU0xdTVqMUh3SHBjNRkt0QT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **912 1341 6298** Passcode: **279962**

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 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 employees.

2 - Government Code Section 54956.95 – Liability Claim: Claimant: Progressive Select Insurance Company ASO Maria Haro. Agency claimed against: City of Porterville.

3 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Isabel Valdez Vela v. Porterville Police Department et al., Tulare County Superior Court Case No. 283111.

4 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Statewide Traffic Safety and Signs, Inc. v. California Professional Engineering, et al., and related cross complaints, Tulare County Superior Court Case No. 284137.

5 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Seven (7) 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 (1) case.

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

Pledge of Allegiance Led by Vice Mayor Flores

Invocation

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.

SCHEDULED MATTERS

- 1. Consideration of Appointment to the City Council Office Representing District One Vacated by Council Member Peñaloza**
Re: Consideration of appointing an individual to the City Council representing District One with a term to expire in November 2022.
- 2. Administration of Oath of Office and Seating of New City Council**
Re: Administering Oath of Office and Seating of Appointed City Council Member

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness - June 16, 2021
2. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - June 17, 2021
3. Tulare County Regional Transit Authority - June 21, 2021

4. San Joaquin Valley Regional Early Action Planning (REAP) - June 25, 2021
5. Tulare County Association of Governments/Tulare County Transportation Authority (TCAG/TCTA) - June 28, 2021
6. Eastern Tule Groundwater Sustainability Agency - July 1, 2021

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.

3. **Authorization to Purchase Water Shares or Surface Water for Groundwater Recharge**
Re: Consideration to authorize to purchase water shares or surface water during the 2021-2022 fiscal year up to \$500,000.
4. **Authorization to Purchase Loan Servicing Software to Manage Mortgage, Business and Public Utility Connection Loans**
Re: Consideration to authorize staff to purchase loan servicing software from The Mortgage Office Software.
5. **Authorization to Purchase Master Meter 4G Radio Read Water Meters**
Re: Considering approval to purchase new meters, replacement meters and/or meter registers during the 2021-2022 fiscal year, up to but not exceed \$480,000.
6. **Authorization to Purchase by Negotiation Equipment Scheduled for Replacement**
Re: Consideration to authorize the purchase by negotiation of the equipment listed and authorize the payment of said equipment upon satisfactory delivery.
7. **Modification of Truck Bed for Fire Department Fleet Vehicle**
Re: Consideration to authorize the Fire Department to reconfigure a utility fleet vehicle at a cost not to exceed \$13,999.85.
8. **Authorization to Repair Transit Vehicle #8104**
Re: Consideration to authorize transit vehicle repair by Milinich Body Works at a cost not to exceed \$6,359.06.
9. **Authorization to Repair City Well 10 and City Well Airport-1**
Re: Considering approval for repair of City Wells 10 and AP-1, with an initiation of a Purchase Order and payment to in an amount not to exceed \$47,582.70.
10. **Authorization to Repair Fire Station 73 HVAC Unit**
Re: Consideration to direct the Fire Chief to negotiate with bidders and approve the necessary repairs to the HVAC unit at Station 73.
11. **Authorization to Advertise for Bids - Temporary Library Project**
Re: Consideration to approve Plans and Project Manual for the Temporary Library project located at 50 W. Olive Avenue, Unit B, and advertise for bids on the project.

12. **Authorization to Advertise for Bids - Equipping of Well #37**
Re: Consideration to approve Plans and Project Manual for the Equipping of Well #37 Project located on the south side of River Springs Avenue at Belmont Street (the southeast corner of Summit Estates II subdivision), and advertise for bids on the project.
13. **Acceptance of Project - Various Water Projects**
Re: Consideration to accept the project as completed by Todd Companies, which consisted of the installation of a new water main and the removal and replacement of all existing water meters at D Street between Putnam Avenue and Oak Avenue, the connection onto Olive Avenue from Lotas Street, and North Avenue from Main Street to Second Street.
14. **Assignment of Airport Lease and Consent to Sublet - Lot No. 34E**
Re: Consideration to approve the Assignment of Lease for Lot No. 34E at the Porterville Municipal Airport from Glenn Ricketson to Mike Quatacker and Debbie Quatacker; and authorize the Lessee, Mike Quatacker and Debbie Quatacker, to sublet airport hanger on Lot No. 34E to Jason Malcolm effective July 1, 2021 and expiring June 30, 2022.
15. **Consent to Sublet - Lot No. 30 A1, A2 and A3 at the Porterville Municipal Airport**
Re: Considering approval to authorize the Lessee, Matt Quatacker, Mike Quatacker and Debbie Quatacker, to sublet airport hanger Lots 30 A1, A2 and A3 at the Porterville Municipal Airport to Wings Aloft Incorporated, expiring July 31, 2023.
16. **Authorization to Participate in Cooperative Purchasing Programs on Existing Asphalt Contracts**
Re: Considering authorization to purchase asphalt mix utilizing the contract between the County of Tulare and Jaxon Enterprises.
17. **Engineer's Reports and Setting of a Public Hearing for Establishing Lighting and Landscape Maintenance Districts and Tax Assessments for Parcels Within Summit Estates II Phase 2, and Royal Oaks.**
Re: Consideration to adopt the draft Resolution Ordering the Proceedings for Formation of Landscape and Lighting Maintenance District Numbers 55 and 56, and ordering the preparation of the Engineer's Reports; adopt a draft Resolution Giving Preliminary Approval to the Engineer's Reports; and adopt a draft Resolution Declaring Intent to Form Districts, Levy, and Collect Assessments and Setting a Public Hearing for July 20, 2021.
18. **Striping Program for 2021-2022**
Re: Consideration to authorize staff to secure annual striping contractor services for the Fiscal Year 2021-2022 Street Maintenance and Overlay Program.
19. **Annual Hauling Services for Asphalt Maintenance Program**
Re: Authorization to secure annual hauling contractor services for the Fiscal Year 2021-2022 Capital Improvement Projects Overlay Program.
20. **Asphalt Grinding Program Fiscal Year 2021-2022**
Re: Consideration to authorize staff to secure annual grinding contractor services for the Fiscal Year 2021-2022 Street Maintenance and Overlay Program.
21. **Request for Approval of The Cold Mix Asphalt Overlay Program 2021-2022**
Re: Considering approval of the 2021-2022 Asphalt Overlay Program and authorizing the expenditure of \$1,000,000.
22. **Request for Approval of the Street Sections for the Fiscal Year 2021-2022 Asphalt Hot**

Mix Program

Re: Considering approval of the 2021-2022 Asphalt Hot Mix Program locations.

23. Laboratory Instrument Service Contracts

Re: Considering approval of a one year service contract with Agilent Technologies (\$9,276), and Thermo Electron North America LLC (\$11,715) for a total amount of \$20,991 for instrument technical support at the City laboratory.

24. SCADA Programming and Configuration - Digester Rehabilitation Project

Re: Authorization for Tesco Controls as the Wastewater Treatment Facility (WWTF) contracted systems integrator, to configure statuses and alarms into the WWTF SCADA system for a do not exceed amount of \$35,849.

25. Request for Approval to Apply for Bureau of Justice Assistance FY2021 Edward Byrne Memorial Justice Assistance Grant

Re: Considering approval to file a grant application for \$16,231 in funds from the Edward Byrne Memorial Justice Assistance Grants Program for the purchase of a new tactical pole camera and thermal imager for utilization during critical incidents.

26. Consideration of Tulare County Junior Livestock Show and Community Fair Addendum No. 4

Re: Consideration to approve Addendum No. 4 of the Tulare County Junior Livestock Show and Community fair License and Development Agreement.

27. Consideration to Housing and Community Development Permanent Local Housing Allocation Program

Re: Consideration to approve and adopt the Draft Resolution repealing and replacing Resolution 04-2021, in support of the submission of the second year funding streamlined application and amendment to first year funding to the State of California, Department of Housing and Community Development Permanent Local Housing Allocation Program.

28. City Council Member Requested Agenda Item - Review of Enforcement of Code Provisions Concerning the Parking of Recreational Vehicles and Boats in Residential Areas

Re: Consideration of a request by Mayor Reyes to add an item onto the next Council Agenda to consider enforcement of municipal code provisions regarding RVs and boats parked within residential neighborhoods.

29. City Council Member Requested Agenda Item - Review of Sign Ordinance

Re: Consideration of a request made by Vice Mayor Flores to review the City's sign Ordinance for potential amendments.

30. 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**31. Consideration of an Ordinance of the City Council of the City of Porterville**

Approving a Development Agreement between the City of Porterville and Coast to Coast Caregivers Corp. dba Culture Cannabis Club and Jovita Franklin Relating to the Development of a Retail Cannabis Dispensary

Re: Consideration to conduct the Public Hearing and consider public testimony; and approve and give first reading to an Ordinance of the City Council of the City of Porterville Approving a Development Agreement between the City of Porterville and Coast to Coast Caregivers Corp. dba Culture Cannabis Club and Jovita Franklin.

32. Consideration of an Ordinance of the City Council of the City of Porterville Approving a Development Agreement between the City of Porterville and Haven #7 LLC Relating to the Development of a Retail Cannabis Dispensary

Re: Consideration to conduct the Public Hearing and consider public testimony; and approve and give first reading to an Ordinance of the City Council of the City of Porterville Approving a Development Agreement between the City of Porterville and Haven #7 LLC.

SCHEDULED MATTERS

33. Consideration of Permit for Relief of Noise Ordinance for Strategic Industry

Re: Consideration to request for relief from Strategic Industry to conduct construction activities of pouring concrete from 3:00 A.M. to 7:00 A.M. on Tuesday, July 13, 2021, that exceed the maximum noise level permitted.

34. Appeal of Community Development Financial Assistance Review Committee Denial of CDBG-CV Forgivable Business Loan For Black Bear Diner Porterville LP/SJVC

Appeal of Community Development Financial Assistance Review Committee Denial of CDBG-CV Forgivable Business Loan For Black Bear Diner Porterville LP/SJVC

35. Adoption of Annual Appropriation Limit

Re: Consideration to approve the attached draft Resolution adopting the appropriation limit of \$82,650,411 for the 2021-2022 Fiscal Year.

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

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

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of July 20, 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 – JULY 6, 2021

SUBJECT: Consideration of Appointment to the City Council Office Representing District One Vacated by Council Member Peñaloza

SOURCE: Administrative Services

COMMENT: Pursuant to the direction of the City Council at its special meeting of June 29, 2021, the Council may proceed with its consideration of appointing an individual to the City Council Office representing District One vacated by Council Member Peñaloza. Should the Council wish to utilize the "McCracken Method" for selection, staff is prepared with ballots.

RECOMMENDATION: That the City Council consider the appointment of an individual to fill the vacant City Council Office representing District One for a term to expire in November 2022.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Authorization to Purchase Water Shares or Surface Water for Groundwater Recharge

SOURCE: Public Works

COMMENT: Staff annually requests authorization to purchase water shares or surface water for groundwater recharge. The City Council has in the past approved the purchase of surface water and/or water shares, when available, from surrounding water entities to be used for groundwater recharge.

The City currently owns 468 shares of Pioneer Water Company (PWC), and it has been Council's direction to increase the City's holdings and water rights when the opportunities arise. If approved, when water shares become available, the Public Works Director will be authorized to submit bids for share purchases. Authorization will also be given to negotiate surface water purchases with local irrigation districts who may have water available for sale to be used as groundwater recharge.

Staff recommends that Council authorize the Public Works Director, or the City Manager's designee, to purchase or bid on any available water shares in the 2021-2022 fiscal year with PWC and/or other water entities who may have available water for purchase, also allowing for the purchase of surface water being offered for sale. Funds for the purchase of water shares or surface water have been set aside in the Water Operating Fund budget for the 2021-2022 fiscal year.

RECOMMENDATION: That the City Council authorize the Public Works Director, or the City Manager's designee, to purchase water shares or surface water during the 2021-2022 fiscal year up to \$500,000.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Authorization to Purchase Loan Servicing Software to Manage Mortgage, Business and Public Utility Connection Loans

SOURCE: Community Development

COMMENT: The Community Development Department manages several grants that involve receipt of federal entitlement allocations from the U.S. Department of Housing and Urban Development (HUD), as well as state grants from the State Department of Housing and Community Development (HCD). The primary grants received are the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME). A portion of the funds received are utilized for the provision of loans and grants under a variety of affordable housing and business assistance programs, which support economic development and affordable housing activities. Loan servicing is completed in house by City staff; however, the loan servicing software is purchased annually from a contracted firm. The software is also used by the Engineering and Project Management (E&PM) Department to service the Single Family Owner Occupied Connection Fee Loans, which offers loans for sewer and water connections.

In November 2020, the City received notification that the loan servicing software firm, which the City has used since January 2009, had closed and would no longer be an available software. The City's current loan portfolio is comprised of 681 accounts of which 316 are active accounts. All loans will need to be transferred to a new software in order to continue efficiently servicing them and maintain the history of the accounts in one location for auditing purposes. The funding sources are active and the City is expecting additional funding for affordable housing loans, which will result in new loans being added to the loan portfolio as approved.

City staff contacted multiple loan servicing software companies to request a description and cost of their software. Staff received four quotes, but only three submitted sufficient information to compare against one another. The breakdown of pricing is as follows:

	Loan Pro-Elite Package	The Mortgage Office	City Data Services
One-Time Setup Fee	\$10,000.00	\$325.00	\$11,800.00
Cost Per Month	\$1,000/ month	\$765/ month	\$680/ month
Initial Purchase- Year One	\$21,000.00	\$9,505.00	\$19,960.00
Annually- Year Two, Three, etc	\$12,000	\$9,180.00	\$8,160.00

The Mortgage Office was the most responsive to staff inquiries and has the lowest proposed startup costs. The Mortgage Office software will be able to meet the City's loan servicing needs. Funding is available through Community Development Block administration funds as well as HOME administration funds.

RECOMMENDATION: That City Council authorize staff to purchase loan servicing software from The Mortgage Office Software and proceed with a one-year contract that can be extended annually as needed.

ATTACHMENTS:

1. ABS (The Mortgage Office) Quote
2. City Data Services Quote
3. LoanPro Submission Pricing

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager

Pricing

The Mortgage Office is a modular SaaS, cloud system. Based on our discussions, the below breakdown are the modules we recommend based on your organization, requirements, demonstration, and loan term set up. Our software is license based. This means you can have as many loans, devices with access, and databases as you want – the licenses just dictate how many people have access at one time.

Based on our discussions, we are proposing 2,3, or 4 licenses and the following modules. Our system bills annually in advance.

SQL SaaS “Subscription” Option:

SaaS Modules Needed	1 License	2 Licenses	3 Licenses	4 Licenses
Loan Servicing, Trust Accounting	\$765/mo	\$990/mo	\$1,215/mo	\$1,335/mo
ACH Module (Optional)	\$110/mo	\$120/mo	\$135/mo	\$140/mo
One Time Set-Up	\$325	\$400	\$475	\$550
Year 1 Total	\$10,825	\$13,720	\$16,675	\$18,250
Annual Operating after Set-up	\$10,500	\$13,320	\$16,200	\$17,700

- SQL SaaS includes concurrent licensing and access from any and as many authorized devices: **Windows PC, Mac**, iPad, Android Tablets, etc., the latest version of Windows, Word, Excel, automatic backups and 50GBs of local storage and 100GB of shared storage on a SQL instance cloud server with an unlimited number of devices – *just one at a time per license*. This also includes automatic, nightly backups.
- You can add modules & licenses at any time down the road
- Maintenance and Support is included with SaaS and includes software updates, orientation, implementation (1 on 1 sessions), and access to our 12/hr a day helpdesk

Other Services:

Web Publishing Central

- \$99/mo and .50 cents per servicing borrower/mo
- You typically sign up for this after initial set up since it relies on the data in TMO
- See attached flyer

Data Conversion

- \$5,400 for data migration from current system, after Porterville provides ABS with the data to be converted

Texting

- \$25/mo and .01 cents per text

Professional services

- \$225/ hour for custom programming – not usually needed



**Comprehensive, Grant & Loan Management
June 2021**

City Data Services is a grant and loan management software company. We have served cities and counties since 2008. The following services are provided to our clients under our Loan module. The list is intended to be comprehensive, if there are items not listed it does not mean that they are not included. We do anything our clients require under our standard agreements without additional charge.

**Grant/Loan Management Module
including Monitoring/Compliance
for City of Porterville
in response to RFP – June 2021**

Software Development

Develop all associated forms for loan and grant management including but not limited to: applications, reports, contracts, fiscal management forms, monitoring forms, compliance forms and data assessment forms (ie, spreadsheets and reports);

Ability to enter, display and summarize individual project/program information for the following:

- Grants & loans,
- Contracts information,
- Compliance documentation,
- Expense summaries,
- Fiscal transactions,
- Monitoring documentation,
- Administrative,
- Assessment information; and
- Reports.

System Maintenance

Ability to enter, store, display, and summarize applications, reports and fiscal information to assist with management of Housing services, activities and compliance;

- Ability to store, display, and summarize individual program/project administration information;
- Ability to store, display, and summarize individual program contract information;
- Ability to enter, store, display, and summarize compliance information;
- Ability to transmit sub-recipient report information into HUD's reporting system, IDIS, as needed;
- Maintain all database and report elements created under this development proposal for term of contract,
- Modify database as needed to add or remove fields, or improve presentation of data,
- Modify existing reports as needed to meet City of Porterville's requirements,
- Promptly respond to customer service requests from City of Porterville and their clients throughout term of contract and
- Promptly respond to request for assistance, training, or database repair.

PROPERTY MANAGEMENT

- Track property ownership from original developers through all subsequent owners
- Store documents related to the City's interest in the property, e.g. Deeds of Trust, Loan Documents, Agreements, etc.
- Track City financial interest in properties including, but not limited to, the original source of City funding, grant number/s, amounts, loan committee approvals, etc.
- Store documents related to any financial support for the project including, but not limited to, required grant or loan reports and agreements

DOCUMENT PREPARATION

- The City will provide all document templates and provided updated forms as necessary to ensure that all documents meet grant terms and comply with all applicable laws and regulations.
- Occupancy report and associated letter generation.
- Loan Maturity Demand Letters

MONITORING MANAGEMENT

- Create form letters and documents required for annual monitoring
- Allow property owners to upload completed documentation for review and storage
- Notify property owners who have not completed the required monitoring

NOTIFICATIONS

Automatically notify City staff 90-days before any changes in any terms, e.g. affordability term expiration, or loan maturity.

INTEGRATION

CDS integrates with IDIS for all CDBG and HOME reporting.

REPORTING

Run reports and queries from data submitted, (i.e. demographics, by developer, by planning area, etc.)
Run reports on current and historical monitoring compliance by property and owner

Our system is intended to cover all loan management activities. We will include items as requested by Staff.

Our web portal is a certified secured site (identified by the lock symbol on the URL) and hosted/backed up on cloud based, third party servers, (the same that Wall Street utilizes). Unique user names and passwords are generated for all users.

SYSTEM COST

One-time development fee for entire system is \$11,800. This includes migrating and setting up all existing and future loan documentation. System maintenance fee is \$680/month for term of agreement. This fee remains the same regardless of seats, loans or other loan/grant management documents.

Respectfully submitted,



Steve Crounse
Partner, City Data Services, LLC

Pricing Packages

PRICE	Pro	Elite	Enterprise Lite
One-Time Activation	\$5,000	\$10,000	\$25,000
Membership*	\$500	\$1,000	\$12,000
Per Account*	\$0.60	\$0.40	\$0.30
Included Accounts	834	2,500	16,667
INCLUDED FEATURES			
Users	25	50	Unlimited
Customer Portal	✓	✓	✓
Template Forms	✓	✓	✓
Automated Communication	✓	✓	✓
Automatic Payments	✓	✓	✓
Online Application	✓	✓	✓
Rule-Based Workflows	✓	✓	✓
Unlimited Custom Fields	✓	✓	✓
API Access	✓	✓	✓
Dedicated Hardware**		✓	✓
Sandbox		✓	✓
Source Code Escrow Beneficiary**			✓
Liability Insurance Beneficiary			✓
Contract Redlining**			✓
Available SLA**	Basic/Business	Basic/Business	Lite/Enterprise/Plus

\$1 - Archive

*Monthly Cost

**Additional Cost



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Authorization to Purchase Master Meter 4G Radio Read Water Meters

SOURCE: Public Works

COMMENT: Water meters installed throughout the City are critical to determining water consumption and generating revenue from water sales. This revenue source funds the operating and maintenance costs of the water utilities enterprise fund. The City owns and maintains approximately 16,800 meters throughout its water distribution system. In order to maintain the supply of meters, staff would like to request the opportunity to purchase new and replacement water meter inventory in bulk for the 2021-2022 fiscal year. The City has previously ordered replacement water meters and registers in small increments, on an as needed basis, to refill stock and meet the demands of development. Last fiscal year, staff experienced extended lead times of up to ten (10) weeks, creating an operational challenge to meet demands and maintain replacement and reserve stock.

Master Meter Inc. meters currently comprise roughly 4,284 (26.43%) of the total active meters in the distribution system. The purchase of various sizes of new and replacement meters and registers are necessary to maintain system accounting and service account establishment. Master Meter, Inc. is a well-established manufacturer and supplier of meters throughout the industry, and the City's Water Utilities Division has been utilizing Master Meter meters in the City's water distribution system for more than 10 years. R&B Company, formally Core & Main, is the sole distributor of Master Meter meters in California. With the East Porterville Water Consolidation Project, the City began the implementation of Master Meter 4G radio read meters and the meter reading equipment and is moving towards the conversion of existing direct read meters to radio.

Staff recommends that City Council authorize the Public Works Director to purchase Master Meter 4G radio read water meters, replacement meters, and meter registers in an amount not to exceed \$480,000 in the 2021-2022 fiscal year. If approved, staff would be able to place large quantity orders at the beginning of the 2021-2022 fiscal year, avoiding the extended lead times and keeping up with demands. Funds for the purchase of these new meters, replacement meters, and/or registers have been set aside in the Water Capital Improvement Budget for the 2021-2022 fiscal year and will be funded by the Water Replacement Fund.

RECOMMENDATION: That the City Council authorize the Public Works Director to purchase new and replacement Master Meter 4G radio read water meters and meter registers from R&B, a Core and Main Company, during the 2021-2022 fiscal year at a not to exceed amount of \$480,000.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Authorization to Purchase by Negotiation Equipment Scheduled for Replacement

SOURCE: Public Works

COMMENT: In accordance with the City's Purchasing Policy and Procedure Manual, as amended by Resolution No. 122-87 adopted by City Council on October 20, 1987, staff hereby requests approval to begin negotiations for the purchase of the following equipment scheduled for replacement in FY 2021-2022, for the various departments.

<u>DEPARTMENT</u>	<u>EQUIPMENT DESCRIPTION</u>	<u>ESTIMATED COST</u>
Police	Patrol Units (11)	\$ 605,000
Fire	Turnouts	\$ 15,000
Finance - IT	Misc computer equipment	\$ 40,000
Parks	Pickup	\$ 45,000
	Cab and Chassis w/ Chipper Body	\$ 64,000
	Aerial Lift Truck	\$ 203,000
	Wood Chipper	\$ 40,000
WWTF	Service Body w/Crane	\$ 70,000
Sewer	Generator	\$ 10,900
Ind. Pre-Treatment	Pickup	\$ 45,000
Equipment Maint.	Forklift	\$ 51,000
	Ingersol Air Compressors (2)	\$ 11,200
Water	Mechanical Mowing Arm	\$ 40,000
	Inverter Generator	\$ 6,000
	Computer/Misc Equipment	\$ 5,000
	Pickup	\$ 47,000
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

Funds for the purchase of these equipment items are available in the Equipment Replacement Funds.

RECOMMENDATION: That the City Council authorize the purchase by negotiation of the equipment listed and authorize payment for said equipment upon satisfactory delivery.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Modification of Truck Bed for Fire Department Fleet Vehicle

SOURCE: Fire

COMMENT: The Fire Department has a patrol vehicle that has reached the end of its useful life as a rescue vehicle. Rather than surplus this vehicle, the Department intends to convert the patrol to a utility vehicle, which will provide increased flexibility in emergency and non-emergency functions. Rather than the current configuration of cabinets and hose reels, the utility vehicle will feature a flat stake-bed with a lift gate at the rear. Equipping the vehicle in this manner will facilitate moving large or heavy objects, including bringing equipment or supplies to larger wildland fires prone to occur in the Tule River bottom.

Staff has requested bids from local area companies with the ability to complete the recommended improvements. Kingsburg Truck Sales, Douglass Truck Bodies, and Scelzi Truck Bodies responded to the request for quotes, and Kingsburg Truck Sales provided the lowest cost to complete the work to specification, at a total cost for parts and labor of \$13,999.85. The funds for this expense are available in the Fire Department's Equipment Replacement budget.

RECOMMENDATION: That the City Council authorize the Fire Department to reconfigure a utility fleet vehicle at a cost not to exceed \$13,999.85.

ATTACHMENTS:

1. Kingsburg Truck Sales Quote
2. Douglass Truck Bodies Inc. Quote
3. Scelzi Truck Bodies Quote

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager



KINGSBURG TRUCK CENTER

11652 E Kamm Ave
Kingsburg, CA 93631
559-891-7077

Estimate

ADDRESS
Porterville Fire

ESTIMATE 1105
DATE 06/30/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	12' Flatbed/Diamond	9'6" Steel Flatbed 3/16 Diamond Plate decking 50/50 headache rack 10 Gauge rails and cross members Dock bar w/HD 2" receiver hitch **3/4" L.E.D Red Marker light x 7 **3/4" L.E.D Amber Marker light x 2 ** L.E.D. Slim Three Stud LED Box Style Stop-Tail-Turn ** 18" Reciever Tube **Combination 7-way flat and 4-way trailer plug **8 Tie down hooks **Stainless Steel fuel bezel ** LED License Plate Light x2 ** 5/8 D Rings x2	1	4,900.00	4,900.00T
	Parts	87" x 35" 6" Bed Height Range 30" to 50" Weight 655 LBS C2 standard features • ALL GATES ARE NOW POWDER COATED • Dual hydraulic lifting cylinders • Maintenance-free components • Protected / recessed main control with time-out feature • Steel and aluminum platforms • Fully-enclosed hydraulic system • Patent Pending Pre-Punched Holes for Camera/Sensors • Gravity down only	1	2,441.00	2,441.00T
	12' Flatbed/ Stake Kit	9' 6" Flatbed- 48" or less stakes 2 per side 16GA steel	1	0.00	0.00T

Labor	Labor	1	6,000.00	6,000.00
-------	-------	---	----------	----------

Invoice Sold as a package no Splitting or separating items.
Quote Valid for 7 Days

SUBTOTAL	13,341.00
TAX (8.975%)	658.85
TOTAL	\$13,999.85

Accepted By

Accepted Date



1958 - 2013



Built to Fit Your Needs!



Phone: 661.327.0258
Toll Free: 800.635.7641
Fax: 661.327.3894

231 21st Street
Bakersfield, CA 93301
douglasstruckbodies.com

Sales Order #	63536
Purchase Order #	
VIN #	
Unit / Truck#	
Key Tag #	
Date	06/30/2021
Salesman	Doug
Terms	NET 30

Page 1 of 3

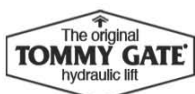
Bill To: City of Porterville
Attn: Purchasing Division
291 N. Main St.
Porterville, CA 93257
Phone: (559) 782-7517

Ship FS Shop Maintenance
555 N. Prospect Ave
Porterville, CA 93257
Email: autoshop@ci.porterville.ca.us

Truck Make: Ford	Model: F550	Year: 2014	Additional Information:
Chassis Color: White	Body Color: Black	Paint Code:	Attn: Aaron
Cab Type:	Cab Axle: 60"	Rear Axle: DRW	559-786-7071 / abrunelle@ci.porterville.ca.us

Ln#	Item Code	Qty	Description	List Price	Extension
1	007-0908	1.0	Douglass 9' Flatbed (Framed/Steel)(8'W) - Framed style flatbed construction with steel diamond plate - Plywood under steel diamond plate top layer	\$ 4,400.00	\$ 3,740.00
2	009-100	3.0	Taxable Labor - Mounting Department - Labor to remove bed that is currently on the F550.	\$ 125.00	\$ 375.00
3	008-0412	1.0	Wiring Harness, Ford Chassis - OEM type harness that plugs directly into vehicles existing light wiring harness requiring no cutting or splicing.	\$ 217.00	\$ 195.30
4	009-0044	1.0	Mount 9' Douglass Flatbed - Douglass certified mounting that meets or exceeds all D.O.T. requirements.	\$ 724.00	\$ 724.00
5	010-0022	1.0	Paint 9' Flatbed, Black - PPG high solids corrosion resistant primer and PPG Delfeet paint applied by a certified PPG Technician.	\$ 961.00	\$ 961.00
7	009-0071	1.0	Headboard, 50/50 (Sq.)	\$ 558.00	\$ 491.04
8	008-0054	1.0	LED Clearance Light Package (For use with factory tail and backup lights) - Includes triple marker, amber & red clearance lights, license plate light and reflectors	\$ 92.20	\$ 81.14
9	009-112	1.0	Install LED Clearance Lights/Relocate Factory Tail Lights	\$ 162.00	\$ 162.00
10	069-0029	1.0	* * * Standard Towing Package * * *	\$ 0.00	\$ 0.00

Authorized dealer of





1958 - 2013

231 21st Street
Bakersfield, CA 93301
douglasstruckbodies.com



Built to Fit Your Needs!



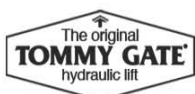
Phone: 661.327.0258
Toll Free: 800.635.7641
Fax: 661.327.3894

Sales Order #	63536
Purchase Order	
VIN #	
Unit / Truck#	
Key Tag #	
Date	06/30/2021
Salesman	Doug
Terms	NET 30

Page 2 of 3

Ln#	Item Code	Qty	Description	List Price	Extension
11	009-0073	1.0	Hitch, 2" Square Receiver, Class V (12K Capacity) - 12,000 lb Gross Tow Weight Rating - 1,200 lb Tongue Weight Rating - Never exceed the vehicle's weight rating, or the lowest rating of any component of the towing system * Allow for Lifrgate * * No Bumper because of Liftgate *	\$ 633.00	\$ 601.35
12	060-0072	1.0	7-Prong Hardwired plug for chassis, except GM's and pickups	\$ 12.40	\$ 11.53
13	009-0075	1.0	Install / Wire 7 - Prong Plug	\$ 57.90	\$ 57.90
14	069-0045	1.0	* * * Underbody Box Package * * *	\$ 0.00	\$ 0.00
15	003-4033	1.0	Box, Underbody (est'ed 34" Wide) - Galvanealed steel construction w/ Triple seal weatherstripping. - Fold-Down door w/ stainless steel paddle latch. - DSF	\$ 540.00	\$ 475.20
16	010-0079	1.0	Paint Underbody Box - PPG high solids corrosion resistant primer and PPG Delfeet paint applied by a certified PPG Technician.	\$ 156.00	\$ 156.00
17	069-0021	1.0	* * * Side Rail Package * * *	\$ 0.00	\$ 0.00
18	009-0319	4.0	Removable Side Rails, 48" Section (six wood slat) - (2) DS & CS	\$ 309.00	\$ 1,112.40
19	069-0043	1.0	* * * Misc Upfits * * *	\$ 0.00	\$ 0.00
20	008-1020	4.0	Tie Down, HD, 6000LB Weld	\$ 22.10	\$ 77.79
21	009-107	4.0	Install, Tie Downs (Weld-in and Flush Mount) - (2) on DS & CS Floor of Flatbed	\$ 57.90	\$ 231.60
22	069-0038	1.0	* * * Tommy Gate Package * * *	\$ 0.00	\$ 0.00

Authorized dealer of





1958 - 2013



Built to Fit Your Needs!



Phone: 661.327.0258
Toll Free: 800.635.7641
Fax: 661.327.3894

231 21st Street
Bakersfield, CA 93301
douglasstruckbodies.com

Sales Order #	63536
Purchase Order	
VIN #	
Unit / Truck#	
Key Tag #	
Date	06/30/2021
Salesman	Doug
Terms	NET 30

Page 3 of 3

Ln#	Item Code	Qty	Description	List Price	Extension
23	062-0618	1.0	Tommy Gate Model 89-16 EA55 - Rail Gate Design. - 1,600 lbs capacity. - (1) piece extruded aluminum platform - 89" x 55" load area with 12" taper. - 32 - 54" of travel. - Weight: 810 *Additional platform depth in 5" increments up to 70" available - Tommy Gate Aluminum 1,600LB Capacity with 55" Platform.	\$ 4,413.00	\$ 4,192.35
24	009-100	10.0	Taxable Labor - Mounting Department	\$ 125.00	\$ 1,250.00
25	040-0400	1.0	Freight, Inbound	\$ 400.00	\$ 400.00

NON-TAX ITEMS

Ln#	Item Code	Qty	Description	List Price	Extension
6	060-23	1.0	Weight Certificate - certified vehicle weight certificate for DMV registration.	\$ 34.40	\$ 34.40

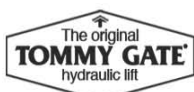
Subtotal: \$ 15,330.00
Sales Tax: \$ 1,261.89
Shipping: \$ 0.00
Grand Total: \$ 16,591.89

Received By: _____ Date: _____

Revision # 3

Page 3 of 3

Authorized dealer of





2286 E. Date Ave.
Fresno, CA 93706
Phone: 559-237-5541
Fax: 559-237-5554
www.SEINC.com

Quotation

215429

User: Parsons, Julie

Bill To: PORTERVILLE FIRE DEPARTMENT
Attn: RODRIGUEZ, ALEX
40 W. CLEVELAND
PORTERVILLE, CA 93257
714-875-6222

Ship To: Fresno Will Call
Attn: Scelzi Enterprises
2316 E Annadale Ave.
Fresno, CA 93706

Quote Date:	01/26/2021	Salesman:	Carpenter, Glenn
Expiration Date:	02/25/2021	Ship Via:	WILL CALL, Fresno, CA - Sales Office
Sales Tax	Fresno* @ 7.975%	Terms:	COD
		PO Number:	

Notes:

MOUNT IN FRESNO
PAINT BODY BLACK SINGLE STAGE
REAR MOUNTED FUEL TANK

CHASSIS ETA:

1.) REMOVE CUSTOMER'S EXISTING CUSTOM SERVICE BODY/VAN CURRENTLY ON CHASSIS.
CUSTOMER IS KEEPING AND MUST PICK-UP AT THE SCELZI WAREHOUSE UPON REMOVAL. CONTACT
ALEX RODRIGUEZ FOR PICK-UP

Qty	Part Number	Description	Total	Tax
1	CUSTOMER TRUCK	2014 FORD F-550, 2WD, REG CAB, DRW, DIESEL, WHITE, 60"CA VIN#	\$0.00	



2286 E. Date Ave.
Fresno, CA 93706
Phone: 559-237-5541
Fax: 559-237-5554
www.SEINC.com

215429

User: Parsons, Julie

1	SFB 8 X 10	- TAILPLATE - 3/16" STEEL DIAMOND PLATE FLOOR - CROSSMEMBERS ON 12" CENTERS. - ROPE HOOKS ON EACH CROSSMEMBER. - A.J. BAER STAKE POCKETS, ***NO STAKES ACROSS THE REAR - ALL LED LIGHTS, INSTALL 4' ROUND RED AND CLEAR AT AN ANGLE - CALIFORNIA DOCK BUMPER. - PERFORATED HEADBOARD 10 GAUGE SMOOTH STEEL 50/50 NON-CONTOURED WITH 3" CHANNEL UPRIGHTS - AND RADIUS CORNERS. 1EA - TOMMY RAIL GATE 1,600LB CAPACITY #89-16 TP 42 ONE PIECE STEEL TREADPLATE WITH 42" LOADING DEPTH PLUS 6" TAPER, 89" X 42" + 6" - ORDER WITH IN CAB SHUT OFF SWITCH, LEAVE FACTORY BLACK (TOUCH UP PAINT) 6EA - RECESSED D-RINGS IN BED FLOOR (2EA) FRONT, (2EA) CENTER AND (2EA) REAR #D1040ZN NDH 1EA - CLASS 5 RECEIVER HITCH 1EA - 7 PRONG FLAT RCV PLUG #12707 1EA - REMOVE REAR VIEW CAMERA FROM SERVICE BODY AND RE-INSTALL ON FLATBED	\$18,367.00	T
1	TOOL BOX	36" X 18" X 18" UNDER BODY TOOL BOX BEHIND CAB IN FRONT OF REAR WHEELS RECESSED ON DRIVER SIDE	\$0.00	
1	SIDE RACK	REMOVABLE 48" TALL STAINLESS STEEL STAKES WITH HARDWOOD SLATS ON DRIVER SIDE AND PASSENGER SIDE ONLY	\$0.00	
		NOTE: NO STAKES ACROSS THE REAR		
1	HAZ MAT - HWD FEE	HAZARDOUS WASTE DISPOSAL FEE	\$35.00	
1	WEIGHT CERTIFICATE	WEIGHT CERTIFICATE OF COMPLETED UNIT	\$38.00	
1	WILL CALL	CUSTOMER TO PICK-UP COMPLETED UNIT IN FRESNO, CA	\$0.00	
			Sub Total	\$18,440.00
			Sales Tax	\$1,464.77
			Total	\$19,904.77



2286 E. Date Ave.
Fresno, CA 93706
Phone: 559-237-5541
Fax: 559-237-5554
www.SEINC.com

215429

User: Parsons, Julie

DISCLAIMERS

TERMS: Standard terms are Net 10 Days, any deviations need to be in writing before production

CHASSIS: Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the installation of a body
Including but not limited to camera installation, erratic turn signal operation, etc

CHANGES: Each change after quote is accepted will constitute a \$500.00 fee in addition to the cost of the change
No changes will be made to orders 2 weeks prior to production start date

DRAWINGS: Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a \$500.00 fee or more at \$150.00 per hour
No changes will be made to drawings 2 weeks prior to production start date

PAINT: Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

THIS WORK AUTHORIZED BY

Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs **will** be charged for accordingly.

DATE

Estimate	Parsons,
Prepared By:	Julie
Sales Rep:	Carpenter, Glenn

Scelzi Enterprises, Inc.
MUNICIPALITY INFORMATION FORM

****Please Print Clearly****

Municipality Name: _____

Resale: Yes/No **California resale certificate number:** _____

Exempt from Federal Excise Tax: Yes / No **F.E.T. #:** _____

Contact Information

Truck Fleet Manager or General Manger (if not fleet mgr.):

Name: _____

Phone #: () _____ Fax #: () _____

Controller/Accounting Manager:

Name: _____

Phone #: () _____ Fax #: () _____

Accounts Payable Manager/Clerk:

Name: _____

Phone #: () _____ Fax #: () _____

Billing Preferences

Invoice all truck body invoice to: Attn: _____

Address: _____

Fax Invoice to: () _____ Email Invoice to: _____

PURCHASE ORDER IS REQUIRED

Terms of sale:

Scelzi Enterprises, Inc. terms are **NET 30 DAYS**. We will mail & fax a copy of the invoice to your preferred billing contact. ***We do not send statements!*** If your payment is not received in our office on or before the 30th day after invoicing, your account will be considered past due. If at any time you are unable to remit payment within our terms, please contact Zina Karpin/Controller at 800-858-2883 x114. Thank you for your assistance in this matter

Completed by: _____ Date: _____

You can FAX completed form to:(559) 496-3202 or mail to PO Box 12066, Fresno, CA 93776



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Authorization to Repair Transit Vehicle #8104

SOURCE: Public Works

COMMENT: On May 12, 2021, a Transit Dodge Grand Caravan (Unit #8104) was involved in a vehicle collision, resulting in the vehicle sustaining moderate damage requiring the vehicle to be towed.

The following three estimates were obtained by staff:

Contractor	Total
Milnich Body Works	\$5,781
Porterville Collision Center	\$7,082
Golden State Paint and Body	\$8,958

Based on the estimates provided, staff is requesting authorization to enter into an agreement with Milnich Body Works to repair the damage to Transit Vehicle #8104 for an estimated cost of \$6,359.06, which includes a ten percent (10%) contingency cost for damage that is not yet known but may be present upon repair of the vehicle.

The cost of repair will be paid by Transit operating funds. Caltip, the City's transit insurance provider, will seek subrogation from the party at fault.

RECOMMENDATION: That the City Council:

1. Authorize the transit vehicle repair by Milnich Body Works at a cost not to exceed \$6,359.06 (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS:

1. Milnich Body Works Estimate
2. Porterville Collision Center Estimate
3. Golden State Paint and Body Estimate

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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

Workfile ID: e558bf10
PartsShare: 6htxgT
Federal ID: 90-0787680
State EPA: S412
BAR: ARD00279737

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

Insured: OF PORTERVILLE, CITY Policy #: Claim #:
Type of Loss: Date of Loss: Days to Repair: 0
Point of Impact:

Owner:
OF PORTERVILLE, CITY

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

Insurance Company:

VEHICLE

2019 DODG Grand Caravan SE Plus (Fleet) 4D VAN 6-3.6L Flex Fuel Sequential MPI WHITE

VIN: 2C7WDGBG5KR799397 Interior Color: Mileage In: Vehicle Out:
License: Exterior Color: WHITE Mileage Out:
State: Production Date: Condition: Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Body Side Moldings

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

3rd Row Seat

Retractable Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

California Emissions

TRUCK

Rear Step Bumper

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2019 DODG Grand Caravan SE Plus (Fleet) 4D VAN 6-3.6L Flex Fuel Sequential MPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR LAMPS					
2	R&I	RT Tail lamp Grand Caravan		0	0.00	0.3	0.0
3		REAR BUMPER					
4		O/H rear bumper		0	0.00	1.5	0.0
5	Repl	Bumper cover w/o blind spot	68125724AC	1	517.00	Incl.	2.8
6		Add for Clear Coat		0	0.00	0.0	1.1
7		Deduct for Rear Bumper R&I		0	0.00	-1.0	0.0
8	Repl	RT Lower extrn	SEE FOOTNOTE	1	0.00	Incl.	0.0
9		SIDE PANEL					
10	*	Repl USED RT side panel +25%	4894756AH	1	600.00	16.5	3.9
11		Add for Clear Coat		0	0.00	0.0	1.6
12		SIDE LOADING DOOR					
13	Repl	RT Door shell	5020698AP	1	1,010.00	6.3	3.7
14		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
15		Add for Clear Coat		0	0.00	0.0	0.7
16		Add for power units		0	0.00	0.4	0.0
17		WHEELS					
18	Repl	RT/Rear Wheel, steel 17 inch	4726431AA	1	225.00 m	0.3	0.0
19	Repl	RT/Rear Wheel cover Grand Caravan code W7B	4726483AA	1	53.95	0.0	0.0
20		TIRES					
21	*	Repl YOKO 225/65R17 Geolander G91A BW 101H	Y17935	1	<u>150.00</u>	0.3	0.0
22	#	FOUR WHEEL ALIGNMENT		1	98.00 X	0.0	0.0
23	#	HAZARDOUS WASTE REMOVAL		1	3.00 X	0.0	0.0
24	#	SEAM SEALER		1	10.00	0.0	0.0
25	#	CORROSION PROTECTION		1	6.00	0.2	0.0
26	#	Subl R&I RT QTR GLASS		1	95.00 X	0.0	0.0
SUBTOTALS					2,767.95	24.8	13.4

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2019 DODG Grand Caravan SE Plus (Fleet) 4D VAN 6-3.6L Flex Fuel Sequential MPI WHITE

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,571.95
Body Labor	24.8 hrs @	\$ 60.00 /hr	1,488.00
Paint Labor	13.4 hrs @	\$ 60.00 /hr	804.00
Paint Supplies	13.4 hrs @	\$ 33.00 /hr	442.20
Miscellaneous			196.00
Subtotal			5,502.15
Sales Tax	\$ 3,014.15 @	9.2500 %	278.81
Grand Total			5,780.96
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			5,780.96

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

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2019 DODG Grand Caravan SE Plus (Fleet) 4D VAN 6-3.6L Flex Fuel Sequential MPI WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3TE08, CCC Data Date 06/09/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

Preliminary Estimate

Customer: OF PORTERVILLE, CITY

Job Number:

2019 DODG Grand Caravan SE Plus (Fleet) 4D VAN 6-3.6L Flex Fuel Sequential MPI WHITE

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
10	LKQ Corp	#~265987653	\$ 480.00
	4646 S. Chestnut #105	USED RT side panel +25%	
	Fresno CA 93725	Quarter Panel Assembly SE,4DR,W/OSUN R, (PASSENGER VAN),	
		W/FOLD IN FLO,S#\$C2409	
	(559) 268-5500	Quote: 904116917	
		Expires: 07/23/21	

PORTERVILLE COLLISION CENTER

portervillecollision@ocsnet.net
721 N Sunnyside St, Porterville, CA 93257
Phone: (559) 782-5181
FAX: (559) 784-0488

Workfile ID: d4cd390b
PartsShare: 6htRjH
State EPA: CAL00035406
BAR: ARD00262887

Preliminary Estimate

Customer: City Of Porterville

Written By: Mike Crissman

Insured: City Of Porterville

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

City Of Porterville

Inspection Location:

PORTERVILLE COLLISION CENTER

721 N Sunnyside St

Porterville, CA 93257

Repair Facility

(559) 782-5181 Business

Insurance Company:

VEHICLE

2019 DODG Grand Caravan SE Plus (Fleet) 4D VAN 6-3.6L Flex Fuel Sequential MPI

VIN: 2C7WDGBG5KR799397

Interior Color:

Mileage In:

Vehicle Out:

License: 1597457

Exterior Color:

Mileage Out:

State: CA

Production Date:

Condition:

Job #:

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Body Side Moldings

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Reclining/Lounge Seats

3rd Row Seat

Retractable Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

California Emissions

TRUCK

Rear Step Bumper

Preliminary Estimate

Customer: City Of Porterville

2019 DODG Grand Caravan SE Plus (Fleet) 4D VAN 6-3.6L Flex Fuel Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		WHEELS					
2	Repl	RT/Rear Wheel cover Grand Caravan code W7A	4726433AA	1	96.00		
3		FRONT DOOR					
4	Blnd	RT Outer panel					1.2
5	R&I	RT Belt w/strip black				0.4	
6	R&I	RT R&I mirror				0.3	
7	R&I	RT Handle, outside w/o easy entry matt black				0.3	
8	R&I	RT R&I trim panel				0.5	
9		SIDE LOADING DOOR					
10	Repl	RT Door shell	5020698AP	1	1,010.00	6.3	3.7
11		Add for Clear Coat					1.5
12		Add for power units				0.4	
13		SIDE PANEL					
14	Repl	RT Side panel	4894756AH	1	775.00	17.5	3.9
15		Overlap Major Adj. Panel					-0.4
16		Add for Clear Coat					0.7
17		REAR BUMPER					
18	* Rpr	Bumper cover w/o blind spot				4.0	2.8
19		Add for Clear Coat					1.1
20	#	Subl Hazardous waste removal		1	6.00		
21	#	Repl Cover Car		1	18.00 T		
22	#	Color tint / color match		1	10.00 T	0.5	
23	#	Repl Corrosion protection primer		1	10.00 T	0.5	
24	#	Subl Four wheel alignment		1	99.94		
25	#	Rpr Rough pull				2.5 F	
26	#	Mask jams/openings		1		T	0.6
27	#	Subsequent Masking labor for priming		1			0.4
28	#	Rpr Feather edge prime and block					1.0
29	#	Repl Cover Car		1	18.00 T		
30		O/H bumper assy				1.5	
31		Deduct for Rear Bumper R&I				-1.0	
32	#	Repl Lower Moldings		1	200.00	1.5	
33	#	RT Rear Tire		1	225.00		
34	#	Subl Tire mount & wheel balance		1	38.69		
SUBTOTALS					2,506.63	35.2	16.5

Preliminary Estimate

Customer: City Of Porterville

2019 DODG Grand Caravan SE Plus (Fleet) 4D VAN 6-3.6L Flex Fuel Sequential MPI

ESTIMATE TOTALS

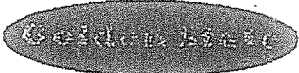
Category	Basis		Rate	Cost \$
Parts				2,450.63
Body Labor	32.7 hrs	@	\$ 70.00 /hr	2,289.00
Paint Labor	16.5 hrs	@	\$ 70.00 /hr	1,155.00
Frame Labor	2.5 hrs	@	\$ 75.00 /hr	187.50
Paint Supplies	16.5 hrs	@	\$ 39.50 /hr	651.75
Miscellaneous				56.00
Subtotal				6,789.88
Sales Tax	\$ 3,158.38	@	9.2500 %	292.15
Grand Total				7,082.03
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				7,082.03

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

"CURE TIME" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

**PAINT & BODY****Golden State Paint and Body**

Always Quality First
 1915 W. Olive Avenue, Porterville, CA 93257
 Phone: (559) 781-3604
 FAX: (559) 781-5802

Workfile ID: 9c3781e2
 PartsShare: 6FTVFM
 Federal ID: 77-0575597
 State EPA: CAL000205607
 BAR: ARD00141571

Preliminary Estimate**791-7700****RO Number: 41715**

Written By: Jason Laubacher

Insured: City Of Porterville

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 20

Point of Impact: 04 Right Qtr Post (Right Side)

Owner:

City Of Porterville
 (559) 782-7597 Business

Inspection Location:

Golden State Paint and Body
 1915 W. Olive Avenue
 Porterville, CA 93257
 Repair Facility
 (559) 781-3604 Business

Insurance Company:**VEHICLE**

2019 DODG Grand Caravan SE Plus (Fleet) 4D VAN 6-3.6L Flex Fuel Sequential MPI white

VIN: 2C7WDGBG5KR799397

Interior Color:

Mileage In: 2,617

Vehicle Out:

License: 1597457

Exterior Color: white

Mileage Out:

State: CA

Production Date:

Condition:

Job #:

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Body Side Moldings

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Steering Wheel Touch Controls

Rear Window Wiper

Telescopic Wheel

Climate Control

Dual Air Condition

Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Reclining/Lounge Seats

3rd Row Seat

Retractable Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler

California Emissions

TRUCK

Rear Step Bumper

Preliminary Estimate

RO Number: 41715

2019 DODG Grand Caravan SE Plus (Fleet) 4D VAN 6-3.6L Flex Fuel Sequential MPI white

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		WHEELS					
2	Repl	RT/Rear Wheel, steel 17 inch	4726431AA	1	223.00 m	0.3	
3	Repl	RT/Rear Wheel cover Grand Caravan code W7A	4726433AA	1	95.00		
4	#	Subl MOUNT & BALANCE		1	20.00 X		
5	#	Repl RT/Rear tire- Yokohama Avid S33 225/65R17 102T		1	169.95		
6		ROOF					
7	R&I	RT Roof molding				0.4	
8		SIDE LOADING DOOR					
9	Repl	RT Door shell	5020698AP	1	1,000.00	6.3	3.7
10		Add for Clear Coat					1.5
11	#	Repl Transfer extension panel		1	100.00	4.0	
12	R&I	RT Applique front all				Incl.	
13	R&I	RT Applique rear				Incl.	
14	R&I	RT Belt w/strip black				Incl.	
15	Repl	RT Black out tape	5109892AC	1	72.85	0.3	
16	R&I	RT Door glass Chrysler tinted				Incl.	
17	*	R&I RT Glass w/strip				Incl.	
18		R&I RT Window regulator				Incl.	
19	*	R&I RT Latch support				0.2	
20		R&I RT Lock assy w/o power sliding				Incl.	
21		R&I RT R&I trim panel				Incl.	
22	**	Repl A/M Cladding		1	122.17	0.3	
23	R&I	RT W/strip on body Grand Caravan all				Incl.	
24		SIDE PANEL					
25	Sect	RT Side panel cut in window opening	4894756AH	1	767.00	16.5	3.9
26		Overlap Major Adj. Panel					-0.4
27		Add for Clear Coat					0.7
28	#	Rpr RT Qtr ext/floor				8.0	
29	Repl	RT Lower extrn	5109586AD	1	28.35	1.5	0.4
30		Overlap Minor Panel					-0.2
31		Add for Clear Coat					0.1
32	R&I	RT Qtr pillar trim passenger side, w/o rear AC graystone				Incl.	
33	**	Repl A/M Cladding		1	42.50	0.2	
34	#	Subl FREIGHT		1	30.00 X		
35		REAR SUSPENSION					
36	*	Repl LKQ Axle beam +25%	5171467AF	1	287.50 m	3.5 M	
37	#	Rpr Transfer bracket				2.0	
38		REAR LAMPS					
39	R&I	LT Tail lamp Grand Caravan				0.3	

Preliminary Estimate

RO Number: 41715

2019 DODG Grand Caravan SE Plus (Fleet) 4D VAN 6-3.6L Flex Fuel Sequential MPI white

40	**	Repl	A/M CAPA RT Tail lamp Grand Caravan	5182534AF	1	271.00	Incl.	
41	REAR BUMPER							
42			O/H rear bumper				1.5	
43	** <>	Repl	A/M CAPA Bumper cover w/o blind spot	68125724AC	1	455.00	Incl.	2.8
			Note: LABOR: Time is after tail lamps are removed. Time includes R&I/R&R step pad.					
44			Overlap Major Non-Adj. Panel					-0.2
45	*		Add for Clear Coat					0.5
46			Deduct for Rear Bumper R&I				-1.0	
47		R&I	Step pad w/bright insert				Incl.	
48	VEHICLE DIAGNOSTICS							
49	*	Rpr	Pre-repair scan			m	0.5	M
50	*	Rpr	Post-repair scan			m	0.5	M
51	MISCELLANEOUS OPERATIONS							
52	#	Subl	4 WHEEL ALIGN		1	89.95	X	
53	#	Rpr	Partial Frame Set Up				1.0	
54	#	Rpr	Pre pull qtr				1.0	
55	*	Repl	Cover car/bag		1	5.00	0.2	
56	#	Repl	SPRAY TEST PANEL / TINT COLOR		1	7.50	T	0.5
57	#	Subl	CORROSION PROTECTION		1	10.00	T	
58	#	Subl	SEAM SEALER		1	10.00	T	
59	#	Subl	HAZARDOUS WASTE REMOVAL		1	5.00	X	
60	#	Rpr	DENIB/TEXTURE SAND & POLISH				1.0	
61	#	Repl	COVID-19 disinfect		1	25.00	T	0.5
SUBTOTALS						3,836.77	49.5	12.8

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					3,639.32
Body Labor	45.0 hrs	@	\$ 68.00 /hr		3,060.00
Paint Labor	12.8 hrs	@	\$ 68.00 /hr		870.40
Mechanical Labor	4.5 hrs	@	\$ 80.00 /hr		360.00
Paint	12.8 hrs	@	\$ 35.00 /hr		448.00
Miscellaneous					197.45
Subtotal					8,575.17
Sales Tax	\$ 4,139.82	@	9.2500 %		382.93
Grand Total					8,958.10



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Authorization to Repair City Well 10 and City Well Airport-1

SOURCE: Public Works

COMMENT: The City of Porterville's Well No. 10, located on the south side of Mulberry Avenue and West of Stonegate Cove Street, and City Well Airport-1, located just South of the Airport Tank and east of the runway at the Porterville Municipal Airport, have experienced an operational failure; prompting the need to secure services for replacement parts at both locations.

The demand on the City's water system depends on all wells being operational during the summer months. It is imperative that full capacity of well operation at City Wells 10 and Airport-1 is ensured immediately with the excessive drought conditions and extreme heat wave we've been experiencing recently. Failure to correct this issue would affect the City's overall water system pressure and production capabilities during these extreme summer months. Staff requested quotes for purchasing repair materials and services from local pump repair companies; bids were requested and three bids were received from these local contractors:

Contractor	Total
Valley Pump & Dairy Systems	\$43,257.00
S & A Camp Pump & Drilling Company	\$66,485.00
Carver Pump Service	\$72,057.61

Valley Pump was the lowest bidder to respond. In addition, they are immediately available to assist with correcting all issues at City Wells No.10 and No.Airport-1, as well as delivering all necessary parts to our Water staff to make the repairs, at a cost not to exceed \$47,582.70 (inclusive of all parts, taxes and a 10% contingency). The total repair cost will be funded by the Water Operating Fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Valley Pump & Dairy Systems in an amount not to exceed \$47,582.70 for the repairs of City Well No. 10 and City Well Airport-1; and
2. Direct the Finance Director to make payment to Valley Pump

& Dairy Systems upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. Well Airport-1 Locator Map
2. Well 10 Locator Map
3. Valley Pump & Dairy Systems Quote
4. S. A. Camp Pump and Drilling Company Quote
5. Carver Pump Service Quote

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

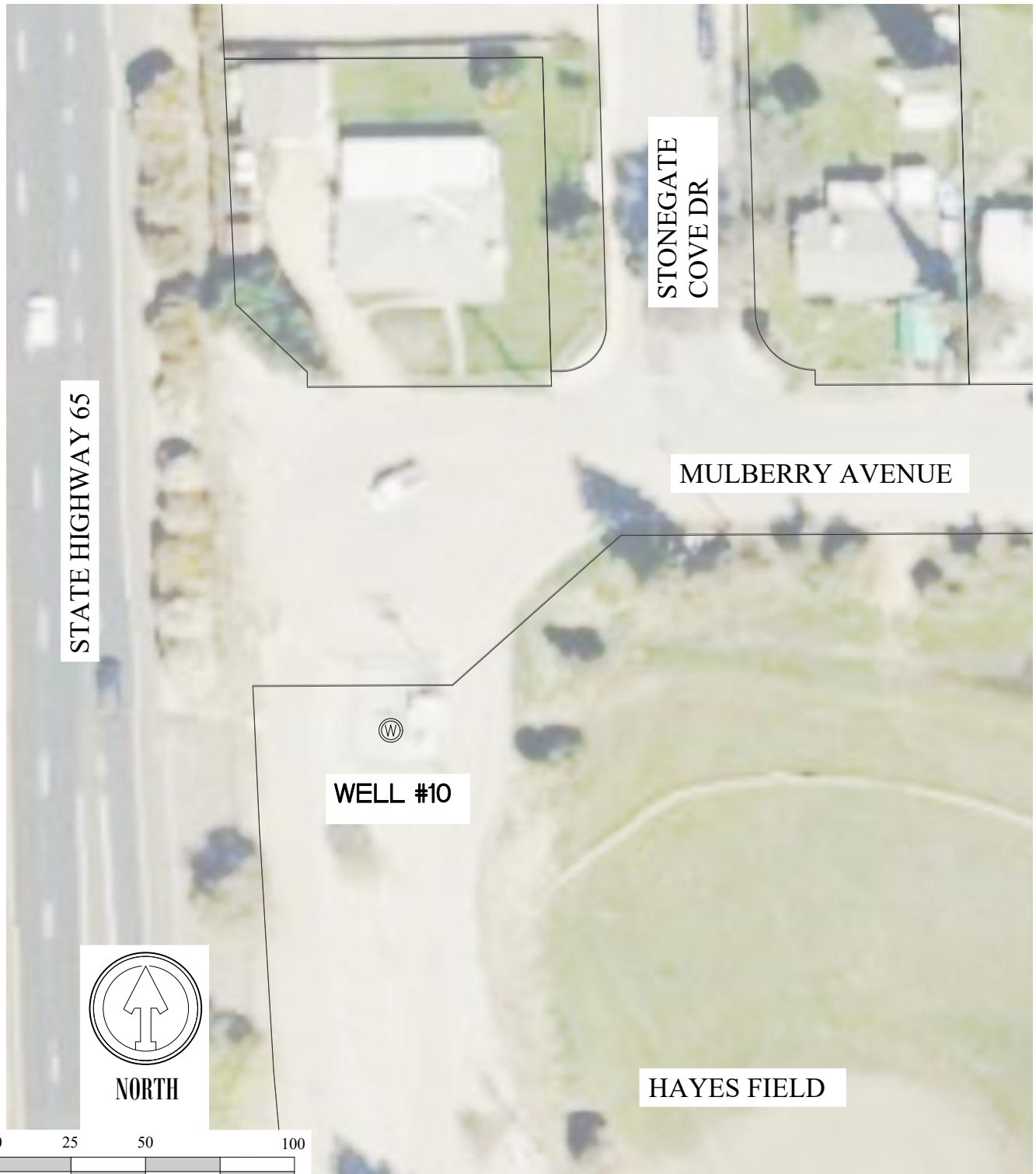
Final Approver: John Lollis, City Manager



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

City Airport Well #1

OWNER	CITY OF PORTERVILLE
APN	-
AREA	-
ACRES	-
SCALE	1" = 50'
DATE	6/28/2021
DRAWN BY	CAL
CHECKED BY	-



CITY OF PORTERVILLE

ENGINEERING DIVISION

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

City Well #10

OWNER	CITY OF PORTERVILLE
APN	-
AREA	-
ACRES	-
SCALE	1" = 50'
DATE	6/28/2021
DRAWN BY	CAL
CHECKED BY	-

Valley Pump & Dairy Systems

2280 S."K" Street Tulare CA. 93274

Tel. 559.686.2000 Fax# 559.686.4180

Quote

Customer: City of Porterville -

Description: Supply a 60 hp Submersible Pump, Motor, Check Valve, and
Wire. 50 hp Submersible Motor and wire.

Need by:

Amount	Description	Each	Cost
1	60 hp 480v Submersible motor		\$10,890.00
1	7CLC 5 Stg. Pump End		\$4,925.00
500	2/3 F/J Submersible cable	\$12.50	\$6,250.00
1	#4 Heat Shrink Splice Kit		\$32
1	6" Flomatic 80 DI Check Valve		1,185.00
1	50 hp 480v Submersible Motor		7,995.00
500	4/3 F/j Submersible cable	\$ 8.50	4,250.00
1	Air Lift Fill 350' - Labor		
	Sub Total		\$35,527.00
	Tax 8.25%		2,930.98
	Labor		\$4,800
	Total		\$43,257.00

Presented By: Nick Wilson

This Quote is good for 15 Days

Accepted By
Company:

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

CUSTOMER: CITY OF PORTERVILLE
ATTN: JOHNNY
SUBJECT: VARIOUS LOCATIONS - SUBS & AIRLIFT

DATE: 6/28/2021
PAGE: 1 OF 1

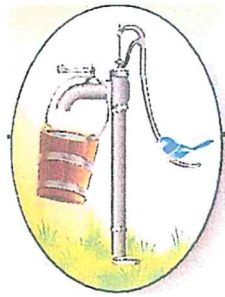
QTY	DESCRIPTION	AMOUNT
<u>SECTION 1:</u>		
1	60 HP SUB MOTOR	
	- 8" VOLT WITH 6" PUMP ADAPTER	
1	420 GPM SUB PUMP END	
	- 6" PUMP	
1	6" 80 DI CHECK VALVE	
500'	#2/3 SUB CABLE	
1	SPLICE KIT	
1	DELIVERY FEE	
	ESTIMATED TOTAL FOR THE ABOVE INCLUDING MATERIAL, SALES TAX AND LABOR...	\$34,420.00
<u>SECTION 2:</u>		
1	PREVAILING WAGE TO AIRLIFT AG WELL	
	- \$410/HR	
	- FOR DEPTH OF WELL, NEEDS 10-14 HOURS	\$410.00/HR
<u>SECTION 3:</u>		
1	50 HP SUB MOTOR	
	- 8" VOLT WITH 6" PUMP ADAPTER	
1	320 GPM SUB PUMP END	
	- 6" PUMP	
500'	#4/3 SUB CABLE	
1	SPLICE KIT	
1	DELIVERY FEE	
	ESTIMATED TOTAL FOR THE ABOVE INCLUDING MATERIAL, SALES TAX AND LABOR...	\$26,325.00

QUOTED BY: GERRIT OTTEN

**CARVER
PUMP SERVICE**

139 North Cain Street
Visalia, California 93292
(559) 622-0622

1-855-6CARVER
CALIFORNIA CONTRACTOR'S
LICENSE - C61 D21 #547257



Estimate #

GOOD FOR 10 DAYS

Date

6/4/2021

Customer

CITY OF PORTERVILLE

Address

Telephone

DESCRIPTION	AMOUNT
60HP SUB MOTOR	\$34,806.00
60HP SUBMERSIBLE PUMP END	\$10,209.92
500' #2 SUB CABLE	\$5,808.00
6" 80DI CHECK VALVE	\$1,100.88
#6 SPLICE KIT	\$21.70
50HP SUB MOTOR	\$6,163.63
500' #4 SUB CABLE	\$3,712.00
#4 SPLICE KIT	\$15.50
AIR LIFT WELL 2 DAYS	\$4,500.00
SALES TAX	\$5,719.98
TOTAL	\$72,057.61

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

CARVER PUMP SERVICE

CUSTOMER

Salesman

Tommy Fitzgerald

Approved by

Purchaser

Address



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Authorization to Repair Fire Station 73 HVAC Unit

SOURCE: Fire

COMMENT: The compressor of the heating, ventilation, and air conditioning (HVAC) unit at Station 73 has been failing over the past few months. This is the second of the four units on the building that has failed in the last eighteen (18) months. The unit experiencing the failure is also on the north side (Fire Department portion) of the Public Safety Building at 980 S. Jaye Street. The Department contacted three licensed contractors with the ability to work on the proprietary system installed on this building (American Incorporated, Shaw's AC and Heating, and Comfort Now) for a quote to repair the unit. Only one company responded – American Incorporated, and staff requested that they come to evaluate the unit. The compressor on the subject unit has failed and requires replacement.

American Incorporated provided the only responsive quote at a price of \$5,987. Incorporating the standard contingency of 10% would result in a total of \$6,585.70. Staff requests that the City Council authorize the Fire Chief to negotiate with the American Incorporated to complete the necessary repairs. Funds for this repair are available through the Fire Department's Measure H Facilities Maintenance Account.

RECOMMENDATION: That the City Council direct the Fire Chief to negotiate with the lowest responsive bidder and approve the necessary repairs to the HVAC unit at Station 73.

ATTACHMENTS: 1. American Incorporated Quote

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager



1345 N. American St. Visalia, CA. 93291

License # 292529

Porterville Fire Department
40 W. Cleveland Ave.
Porterville, CA. 93257

Project: Porterville Fire Department 980 S. Jaye St.
Replacement of First Stage 5 HP Compressor
Trane VRF M# 4TVH0120B300NB

THE FOLLOWING SCOPE OF WORK IS SUBMITTED FOR YOUR APPROVAL:

Compressor Scope of Work Inclusions:

- Recover all refrigerant from the system, secure 460V electrical and prep for compressor removal
- Remove the failed compressor, prep the area and install the new compressor and secure in place
- Install a new 3-pole contactor and connect new compressor to the existing electrical wiring
- Install a new liquid line filter drier and make all final piping connections brazes and welds
- Pull a deep vacuum on the entire system and check for leaks
- Charge system to manufactures specifications with new R410A refrigerant and prep system for start-up
- Perform unit start up and commissioning and check all operations at full capacity
- Clean up of Job-site and Off-site Disposal of existing compressor and all installation materials
- All labor will be at prevailing wage rate

Scope of Work Exclusions:

- Any work not Detailed above in Scope Inclusions

Total:

In accordance with the scope of work outlined above, we offer the following price for your consideration

Five Thousand Nine Hundred Eighty-Seven Dollars \$5,987.00

All material is guaranteed to be as specified. All work to be completed in a manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. This proposal is valid for thirty (30) days.

Approved:

Company: _____
Name: _____
Date: _____
PO #: _____

Proposal #

9522 SRV

Company: American Incorporated
Name: Bruce Meister
Title: Technical Services
Date: 06/29/2021

Construction * Air Conditioning * Refrigeration * Controls * Plumbing * Electrical



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Authorization to Advertise for Bids - Temporary Library Project

SOURCE: Engineering and Project Management

COMMENT: City staff, along with its consultant, have completed the preparation of construction plans and specifications (i.e. Project Manual) for the remodel of an existing tenant space for the Temporary Library Project located at 50 W. Olive Avenue, Unit B.

The proposed project includes the remodel of an existing tenant space to include a new circulation desk, leisure reading computer area, programming areas, an employee breakroom, network/electrical room, and other appurtenances for the creation of the City's Temporary Library Facility.

The Engineer's estimate of probable cost for this project is \$138,000. An additional \$13,800 (10%) is necessary for construction contingencies. It is anticipated that an additional \$13,800 (10%) is required for construction management, quality control, and inspection services (10%) for a total estimated project cost of \$165,600.

Funding for this project will be the library fire insurance proceeds.

RECOMMENDATION: That City Council:
1. Approve staff's recommended Plans and Project Manual; and
2. Authorize staff to advertise for bids on the project.

ATTACHMENTS: 1. Locator Map

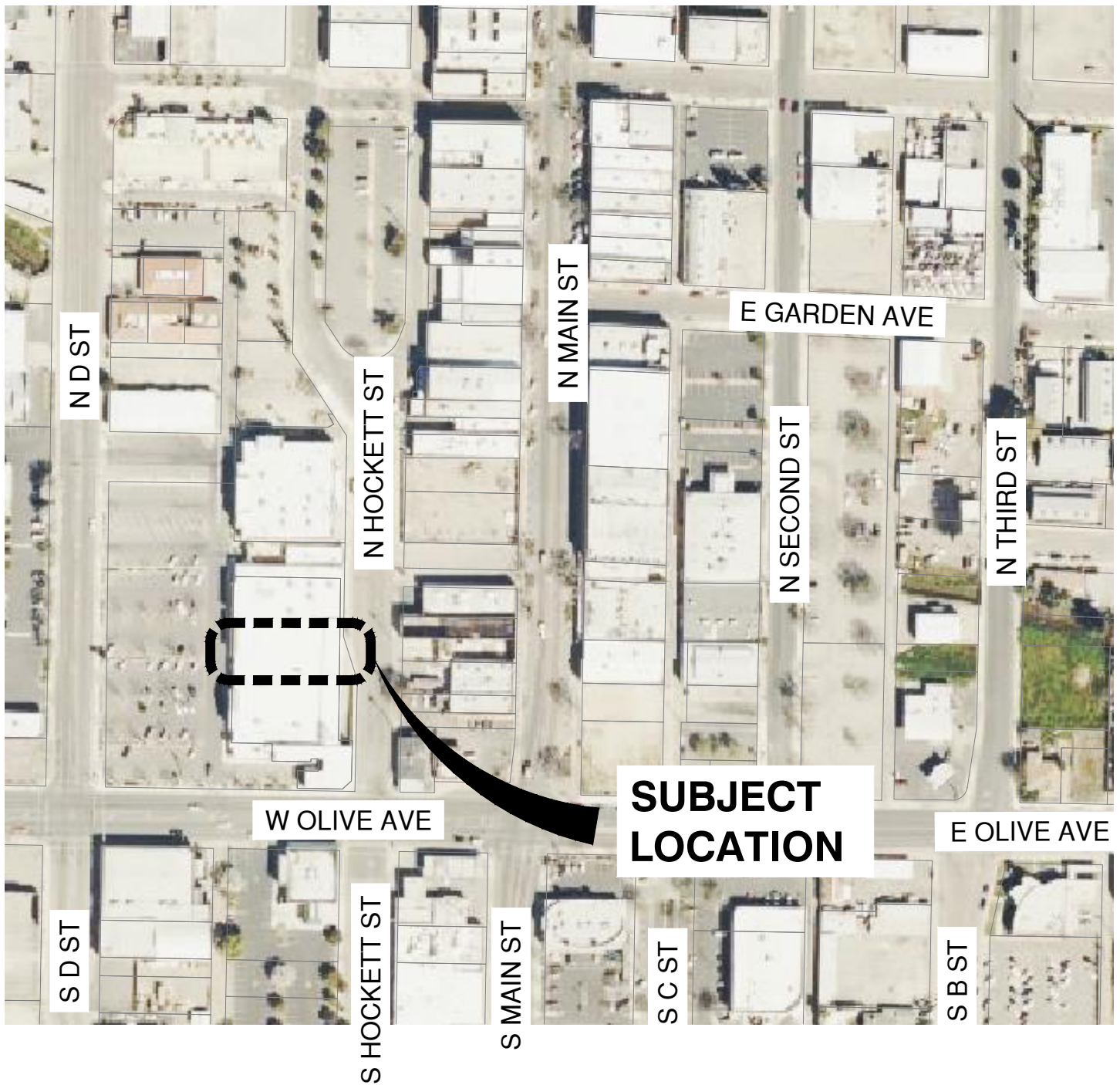
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

PROJECT LOCATION MAP
TEMPORARY LIBRARY
50 W OLIVE #B

DRAWN BY	CAL
CHECKED BY	
SCALE	N.T.S.
DATE	6/28/2021

SHEET
1
OF
1



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Authorization to Advertise for Bids - Equipping of Well #37

SOURCE: Engineering and Project Management

COMMENT: The Plans and Project Manual have been prepared for the Equipping of Well #37 Project. The well is located on the south side of River Springs Avenue at Belmont Street (the southeast corner of Summit Estates II subdivision). This is the second phase of the well project and consists of the installation of a 150 HP pump, electrical system, above ground discharge piping, site drainage piping, and other items of work necessary to provide a complete pumping plant.

The well location is held in place for the described purpose by a Purchase Option Agreement and is part of the City's ongoing municipal water well development program. The new municipal water well will be an asset to the West Pressure Zone.

The City's consultant, Dee Jaspar & Associates, has prepared an Estimate of Probable Cost and the amount is \$1,834,700. An additional \$183,470 (10%) is necessary for construction contingency. It is anticipated that an additional \$125,000 (6.8%) is required for quality control, and construction surveying, for a total of \$2,143,170. The construction management for the project has already been addressed and approved by Council in a separate contract with Dee Jasper and Associates by MO 12-062017. The Engineer's Estimate is attached for review.

The funding source listed for this project in the FY 2021-2022 Budget shows State funding up to \$2,400,000, however, the funding is provided by City Water Replacement Funds.

RECOMMENDATION: That City Council:

1. Approve Staff's recommended Plans and Project Manual;
2. Authorize the City Engineer to negotiate construction surveying service with one of the firms as approved by Council MO #02-100714;
3. Authorize staff to advertise for bids on the project; and
4. Authorize the Finance Director to appropriate an amount not to exceed \$2,400,000 from Water Replacement Funds to fully fund this project.

ATTACHMENTS: 1. Locator Map - Well 37

2. Engineer's Estimate of Probable Cost

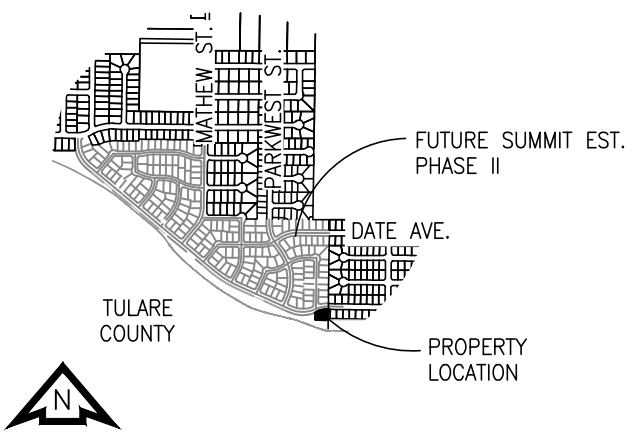
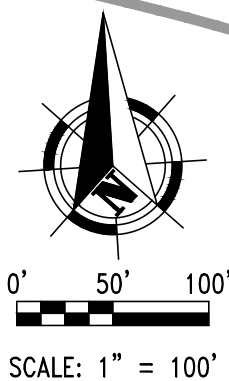
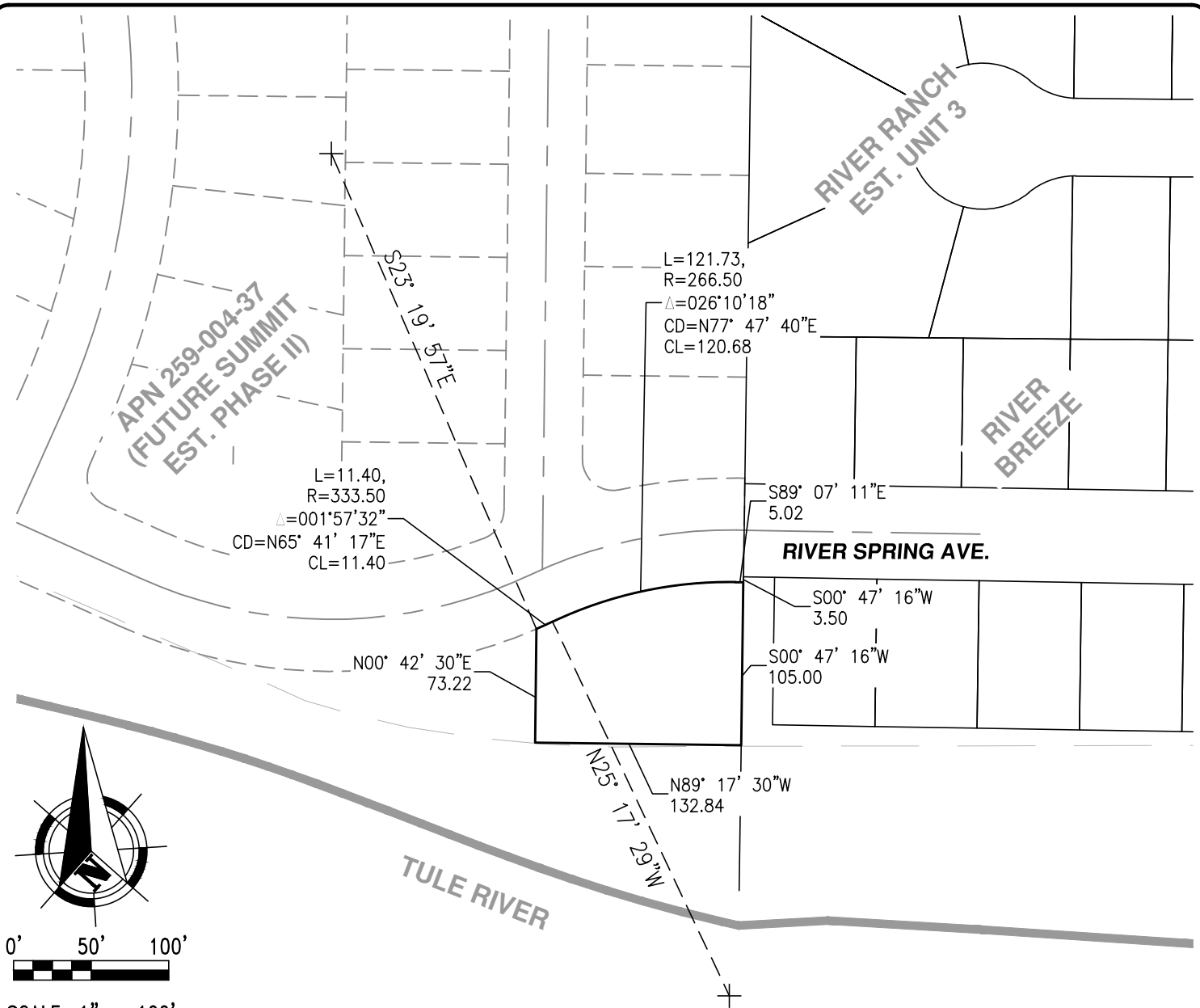
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



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

Well #37 Locator Map

OWNER	SMEE BUILDERS
APN	
AREA	12,625 SQ. FT.
ACRES	0.29 ACRE
SCALE	1" = 40'-0"
DATE	3/10/2017
DRAWN BY	
CHECKED BY	MKR

City of Porterville					
City Well No. 37					
Equipping of a Municipal Water Well					
Item	Item Description	Quantity	Unit	Engineer's Estimate	
				Unit Price	Amount
1	Mobilization, Demobilization, and Clean Up	1	LS	\$80,000	\$80,000
2	Well Site Earthwork	1	LS	\$25,000	\$25,000
3	Concrete Pump Foundation	1	EA	\$12,500	\$12,500
4	Vertical Hollow Shaft Electric Motor (150 hp)	1	EA	\$40,000	\$40,000
5	Vertical Turbine Pump Assembly	1	EA	\$95,000	\$95,000
6	Pump Discharge Piping and Appurtenances	1	LS	\$125,000	\$125,000
7	10" PVC Conveyance Piping and Appurtenances from Well Site to City Distribution System	730	LF	\$160	\$116,800
8	12" PVC Site Drain Piping	500	LF	\$130	\$65,000
9	Drain Piping Manholes	4	EA	\$4,000	\$16,000
10	Drain Piping Catch Basins	3	EA	\$3,000	\$9,000
11	Concrete Foundations for Electrical Equipment	1	LS	\$25,000	\$25,000
12	VFD Building	1	LS	\$45,000	\$45,000
13	Electrical Equipment Shade Structure	1	LS	\$50,000	\$50,000
14	Well Site Ground Cover	11,400	SF	\$3.50	\$39,900
15	Chain Link Drive and Personnel Gates	1	LS	\$8,500	\$8,500
16	Masonry Block Wall and Concrete Foundation	400	LF	\$350	\$140,000
17	Site Landscaping and Irrigation System	1	LS	\$10,000	\$10,000
18	Concrete Drive Approaches and Sidewalk	1	LS	\$15,000	\$15,000
19	Painting System	1	LS	\$12,000	\$12,000
20	On-Site Sodium Hypochlorite Generation System	1	LS	\$160,000	\$160,000
21	Chlorine Building with Concrete Foundation	1	LS	\$85,000	\$85,000
22	Standby Mobile Diesel Generator & Appurtenances	1	LS	\$200,000	\$200,000
23	Well Site Electrical and Controls	1	LS	\$225,000	\$225,000
24	Install SCE Primary Conduit and Appurtenances	1	LS	\$85,000	\$85,000
25	PLC Control Panel & SCADA Programming	1	LS	\$150,000	\$150,000
Project Well Equipping Subtotal:					\$1,834,700.00
10% Contingency:					\$183,470.00
Total Estimate:					\$2,018,170.00



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Acceptance of Project - Various Water Projects

SOURCE: Engineering and Project Management

COMMENT: Todd Companies has completed the Various Water Projects per plans and specifications. The project consisted of the installation of a new water main and the removal and replacement of all existing water meters at D Street between Putnam Avenue and Oak Avenue, the connection onto Olive Avenue from Lotas Street, and North Avenue from Main Street to Second Street.

Staff tracks construction costs of all capital improvement projects and reports project construction expenditures when the project is accepted by the City Council. At its meeting on August 4, 2020, Council authorized an expenditure of \$383,437.50 for construction, construction management, quality control and inspection services for this project. The following itemizes the construction related costs in two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

Final Construction cost is \$332,847.50
Construction management, quality control and inspection
service costs are \$14,376.32

Total project construction costs equate to \$347,223.82, which is less than the \$383,437.50 overall budget approved by Council at the time of award. Funding for this project is from Water Replacement Funds.

Todd Companies requests that the City Council accept the project as complete. Staff reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the immediate release of final payment, provided no stop notices have been filed.

ATTACHMENTS: 1. Locator Map - Various Water Projects

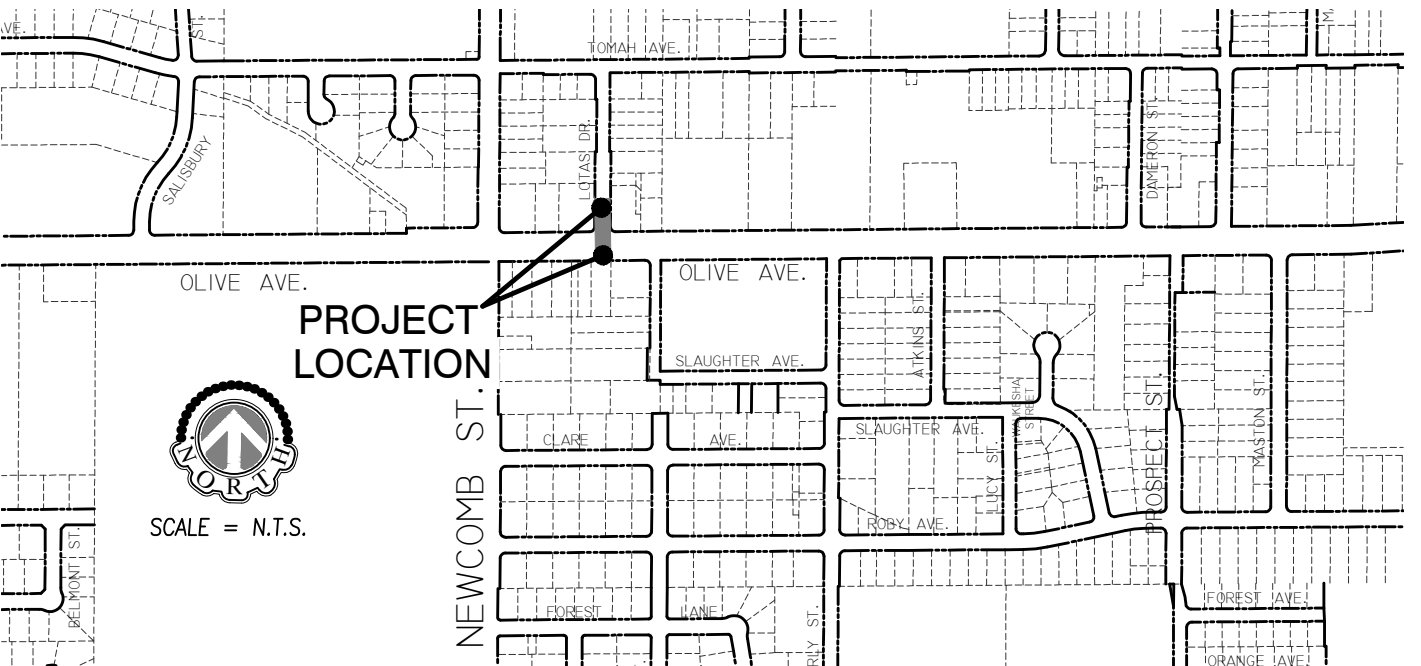
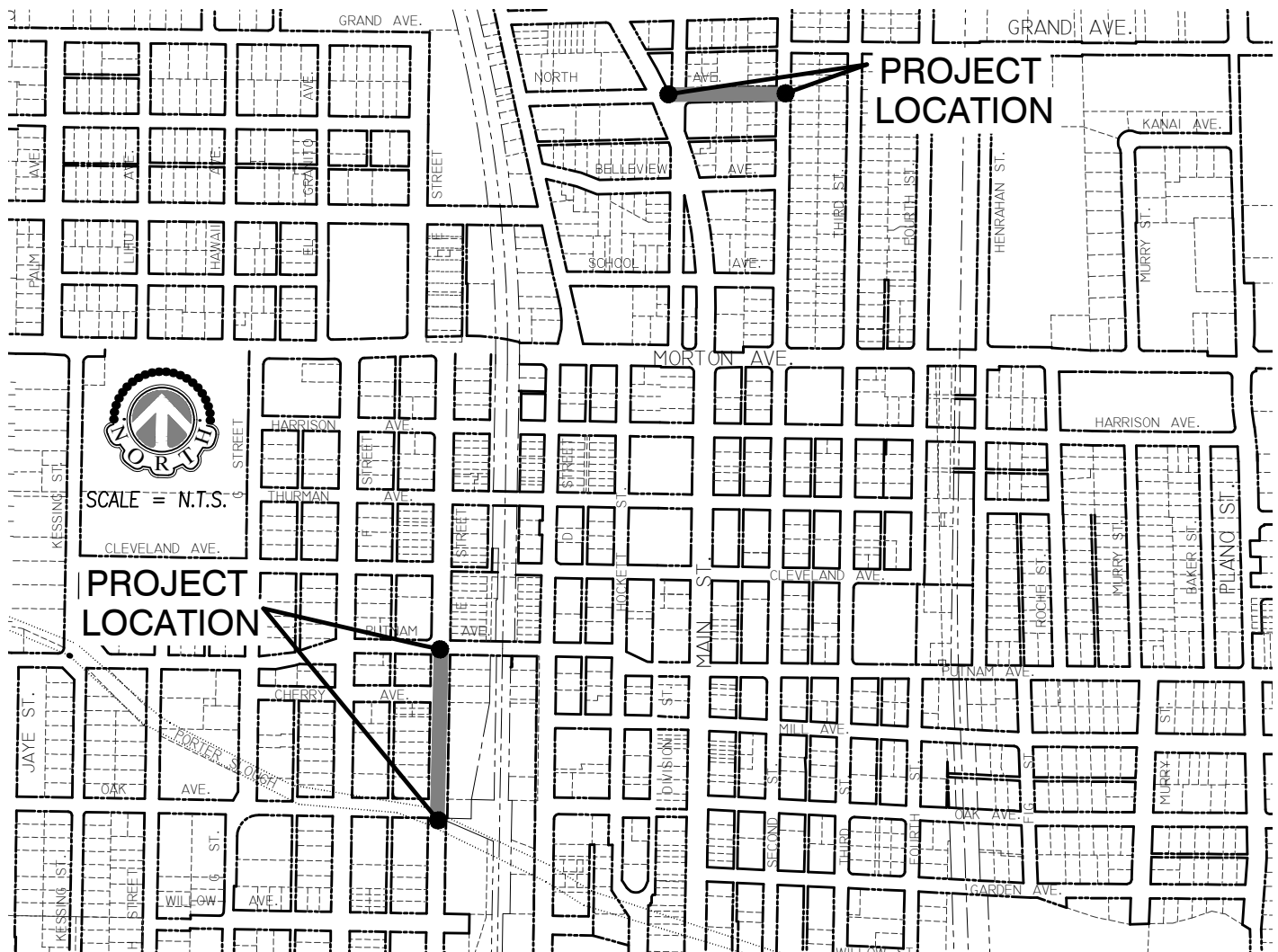
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

ENGINEERING DIVISION

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

VARIOUS WATER PROJECTS

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



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Assignment of Airport Lease and Consent to Sublet - Lot No. 34E

SOURCE: Finance

COMMENT: Glenn Ricketson, the current leaseholder of Lot No. 34E at the Porterville Municipal Airport, has sold his hangar located on the lot and is requesting the transfer of the lease to the new owners, Mike Quatacker and Debbie Quatacker. Mike Quatacker and Debbie Quatacker are requesting City Council authorization to assume the existing lease agreement between the City of Porterville and Glenn Ricketson, which expires on May 31, 2024.

Additionally, Mike and Debbie Quatacker are requesting to sublet their hangar to Jason Malcolm. Section 25 of the Lease Agreement states that the lessee shall not sublet the premises without the prior written consent of the City. Mr. and Mrs. Quatacker are therefore requesting approval to sublet their hangar located on Lot 34E to Mr. Malcolm effective July 1, 2021 and expiring June 30, 2022. The hangar will be utilized for the storage of aircraft for purposes of maintenance and repair.

RECOMMENDATION: That the City Council:

1. Approve the Assignment of Lease for Lot No. 34E at the Porterville Municipal Airport from Glenn Ricketson to Mike Quatacker and Debbie Quatacker; and
2. Authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City; and
3. Authorize the Lessee, Mike Quatacker and Debbie Quatacker, to sublet airport hangar on Lot No. 34E at the Porterville Municipal Airport to Jason Malcolm effective July 1, 2021 and expiring June 30, 2022; and
4. Authorize the Mayor to sign the City's Consent to Sublet Airport Hangar Lot No. 34E on behalf of the City.

ATTACHMENTS:

1. Locator Map 34E
2. Bill of Sale 34E
3. Letter of Request 34E
4. Assignment of Lease Lot 34E
5. Lessor's Consent to Assignment of Lease Agreement
6. Letter of Request to Sublet Lot 34E
7. Sublease Rental Agreement Lot 34E
8. Lessor's Consent to Sublet

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

AIRPORT LEASE SITES



TAXIWAY

TAXIWAY

HANGAR ROAD

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.

44A 44B 44C

40	41	42	43
36	37	38	39

45

46A 46B 46C 46D

35

A B C ³⁴ D E F

33

32A

B

C

**SUBJECT
LOCATION**

31C

31A

31B

30B

30A1

30A2

30A3

BILL OF SALE

BE IT KNOWN, for good and valuable consideration in the sum of TWENTY-NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00), receipt of which is hereby acknowledged, the undersigned, GLENN RICKETSON hereby sells, assigns and transfers to MIKE QUATACKER and DEBBIE QUATACKER, their successors and assigns forever, effective June 1, 2021, the following described chattels and personal property:

Metal aircraft hangar containing a total area of approximately 2,350 square feet, with improvements located on Lot 34E of the Porterville Municipal Airport, Porterville, Tulare County, California 93257; Tulare County Assessor's Parcel No. 925-000-227-000; together with all personal property remaining on or after the effective date.

Seller warrants to Buyer he has good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever.

Seller further warrants to Buyer that it will fully defend, protect, indemnify and hold harmless Buyer and his lawful successors and assigns from any adverse claim made thereto by all persons whomsoever.

The above property is sold in "AS-IS" condition and where presently located. No guarantees or warranties, express or implied, excepting as may be specifically set forth in this document.

Signed this 25 day of May, 2021, at Porterville, Tulare County, California.

SELLER:


GLENN RICKETSON

BUYER:


MIKE QUATACKER

DEBBIE QUATACKER

May 25, 2021

Attn: Janie Rodriguez
City of Porterville

RE: Assignment of Lease – Lot 34E
Porterville Municipal Airport

Dear Ms. Rodriguez:

This shall advise that I have sold the hangar located on Lot 34E of the Porterville Municipal Airport to Mike and Debbie Quatacker. I respectfully request the land lease be assigned to Mr. and Mrs. Quatacker effective June 1, 2021; they will be responsible for all fees and costs related to the assignment of lease and all lease payments effective June 1, 2021.

Respectfully,

A handwritten signature in cursive script that reads "Glenn Ricketson". The signature is written in dark ink and is positioned above the printed name.

GLENN RICKETSON

**ASSIGNMENT OF LEASE
PORTERVILLE MUNICIPAL AIRPORT**

THIS AGREEMENT, made this 6th day of July, 2021, by and between Glenn Ricketson, 81 W. Mulberry Ave., Porterville, CA owner of a hangar on Lot 34E at the Porterville Municipal Airport, as the Assignor, and Mike Quatacker and Debbie Quatacker, 1279 W. Henderson Ave #187., Porterville, CA, as the Assignee.

In consideration of the mutual covenants herein contained, each act to be performed hereunder, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective June 1, 2021, Assignor hereby assigns, transfers and conveys to Assignee all of his right, title and interest as Lessee, in, to and under a certain Lease Agreement dated June 1, 2014 (hereinafter "Lease"), executed by and between the City of Porterville, as Lessor, and Glenn Ricketson, as the original Lessee, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

Airport land Lot No. 34E, containing a total area of approximately 2,350 square feet, and establishing a Lease terminating on May 31, 2024.

2. Effective June 1, 2021, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignor under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignor or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignor and/or Assignee, except as provided in the Lease.

3. Upon execution of this Assignment of Lease and Landlord's consent hereto, the parties' Noticed Address shall be as set forth herein above. The parties further understand there is a \$150 assignment fee, payable to the City of Porterville, and the Assignee must provide proof of aircraft and hangar owner's liability insurance within thirty (30) days of Council approval.

4. Assignor hereby covenants said Lease as valid and existing and hereby warrant that Assignor is not in default as of the date of this Assignment.

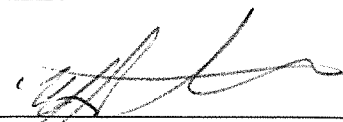
5. This Assignment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

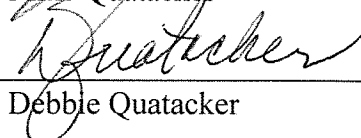
IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease as of the date first above written.

ASSIGNOR:

BY: _____
Glenn Ricketson

ASSIGNEE:

BY: _____
Mike Quatacker

BY: _____
Debbie Quatacker

**ASSIGNMENT OF LEASE
PORTERVILLE MUNICIPAL AIRPORT**

THIS AGREEMENT, made this 6th day of July, 2021, by and between Glenn Ricketson, 81 W. Mulberry Ave., Porterville, CA owner of a hangar on Lot 34E at the Porterville Municipal Airport, as the Assignor, and Mike Quatacker and Debbie Quatacker, 1279 W. Henderson Ave #187., Porterville, CA, as the Assignee.

In consideration of the mutual covenants herein contained, each act to be performed hereunder, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective June 1, 2021, Assignor hereby assigns, transfers and conveys to Assignee all of his right, title and interest as Lessee, in, to and under a certain Lease Agreement dated June 1, 2014 (hereinafter "Lease"), executed by and between the City of Porterville, as Lessor, and Glenn Ricketson, as the original Lessee, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

Airport land Lot No. 34E, containing a total area of approximately 2,350 square feet, and establishing a Lease terminating on May 31, 2024.

2. Effective June 1, 2021, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignor under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignor or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignor and/or Assignee, except as provided in the Lease.

3. Upon execution of this Assignment of Lease and Landlord's consent hereto, the parties' Noticed Address shall be as set forth herein above. The parties further understand there is a \$150 assignment fee, payable to the City of Porterville, and the Assignee must provide proof of aircraft and hangar owner's liability insurance within thirty (30) days of Council approval.

4. Assignor hereby covenants said Lease as valid and existing and hereby warrant that Assignor is not in default as of the date of this Assignment.

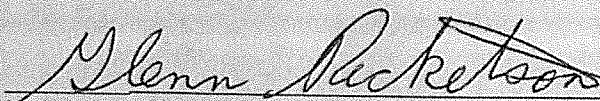
5. This Assignment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease as of the date first above written.

ASSIGNOR:

ASSIGNEE:

BY:


Glenn Ricketson

BY:

Mike Quatacker

BY:

Debbie Quatacker

**LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 34E**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 34E, described in the foregoing Assignment, hereby consents to Assignment of Lease Agreement from Glenn Ricketson to Mike Quatacker and Debbie Quatacker, for the storage of aircraft for the purposes of maintenance and repair, upon the expressed condition that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 6th day of July, 2021.

CITY OF PORTERVILLE

BY: _____
Adrian Monte Reyes
MAYOR, CITY OF PORTERVILLE

"LESSOR"

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

Re: Ricketson Assignment

Debbie Quatacker <debbie@quatacker.com>

Wed 6/23/2021 6:19 PM

To: Janie Rodriguez <jrodriguez@ci.porterville.ca.us>

Caution! This message was sent from outside your organization.

[Block sender](#)

Hello Janie.

I am hereby requesting the City Council approve our sublease agreements for the following hangars at the Porterville Municipal Airport:

Lots 30A-1, 30A-2 and 30A-3 to Wings Aloft, Inc. and Lot 34E to Jason Malcolm.

Your assistance in this matter will be sincerely appreciated.

Sincerely,

Debbie Quatacker

Lessee Date

**LESSOR'S CONSENT TO SUBLET
AIRPORT HANGAR LOT NO. 34E
AT THE PORTERVILLE MUNICIPAL AIRPORT**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Master Lease for Airport Hangar Lot No. 34E, hereby consents to the request dated June 23, 2021, made by the Lessee, Mike Quatacker and Debbie Quatacker, to sublet said airport hangar lot 34E to Jason Malcolm, effective July 1, 2021 and expiring June 30, 2022, for the storage of aircraft for purposes of maintenance and repair. Provided however, that there shall be no further subletting without the prior written consent of the Landlord.

Dated this 6th day of July, 2021.

CITY OF PORTERVILLE
"LESSOR"

BY: _____
Adrian Monte Reyes
MAYOR, CITY OF PORTERVILLE

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Consent to Sublet - Lot No. 30 A1, A2 and A3 at the Porterville Municipal Airport

SOURCE: Finance

COMMENT: Matt Quatacker, Mike Quatacker and Debbie Quatacker are the current leaseholders of Lot No. 30 A1, A2 and A3 at the Porterville Municipal Airport. They recently contacted staff requesting to sublet their hangars to Wings Aloft Incorporated. Section 25 of the Lease Agreement states that the lessee shall not sublet the premises without the prior written consent of the City. Matt Quatacker, Mike Quatacker and Debbie Quatacker are therefore requesting approval to sublet their hangars located on Lot No. 30 A1, A2 and A3 to Wings Aloft Incorporated, expiring July 31, 2023. The hangars will be utilized for the storage of aircraft.

RECOMMENDATION: That the City Council:

1. Authorize the Lessee, Matt Quatacker, Mike Quatacker and Debbie Quatacker, to sublet airport hangars on Lot No. 30 A1, A2 and A3 at the Porterville Municipal Airport to Wings Aloft Incorporated expiring July 31, 2023; and
2. Authorize the Mayor to sign the City's Consent to Sublet Airport Hangar Lot No. 30 A1, A2 and A3 on behalf of the City.

ATTACHMENTS:

1. Locator Map 30 A1-A3
2. Letter of Request to Sublet Lot 30 A1, A2 and A3
3. Sublease Rental Agreements Lot 30 A1, A2 and A3
4. Lessor's Consent to Sublet

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

A I R P O R T L E A S E S I T E S



53A 53B 53C

52A 52B 52C

44A 44B 44C

40 41 42 43

36 37 38 39

45

46A 46B 46C

35

A B C 34 D E F

33

32A B C

31C

31A

31B

30B

30A1

30A2

30A3

HANGAR ROAD

TAXIWAY

TAXIWAY

SUBJECT LOCATION

HOPE ROAD

THUNDERBOLT DR.

ADMIN.
BLD.

Re: Ricketson Assignment

Debbie Quatacker <debbie@quatacker.com>

Wed 6/23/2021 6:19 PM

To: Janie Rodriguez <jrodriguez@ci.porterville.ca.us>

Caution! This message was sent from outside your organization.

[Block sender](#)

Hello Janie.

I am hereby requesting the City Council approve our sublease agreements for the following hangars at the Porterville Municipal Airport:

Lots 30A-1, 30A-2 and 30A-3 to Wings Aloft, Inc. and Lot 34E to Jason Malcolm.

Your assistance in this matter will be sincerely appreciated.

Sincerely,

Debbie Quatacker

Date:

COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM **Wings Aloft Incorporated** hereinafter referred to as **LESSEE**, the sum of **\$1,600.00**, evidenced by check **-**, as a deposit which, upon acceptance of this lease, shall belong to Lessor and shall be applied as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from 01/01/2021 through 01/31/2021	\$ 800.00	\$ 800.00	\$.00
Security deposit (not applicable toward last month's rent)	\$ 800.00	\$ 800.00	\$.00
Other	\$ 0.00	\$.00	\$.00
TOTAL	\$ 1,600.00	\$ 1,600.00	\$.00

In the event that this lease is not accepted by the Lessor **within 5 days**, the total deposit received shall be refunded.

Lessee hereby offers to lease from Lessor the premises situated in the City of **Porterville**, County of **Tulare**, State of California, described as **Porterville Airport, 1893 South Newcomb, Porterville, CA - Hangar Lot 30A1** upon the following TERMS and CONDITIONS:

- TERM:** The term hereof shall commence on **January 1, 2021** and expire on July 31, 2023. **(31 months)**
- RENT:** The total rent shall be **\$ 24,800.00**, payable as follows: **\$ 800.00 per month due and payable on the first day of each month.**
All rents shall be paid to Owner or his authorized agent, at the following address: **1279 West Henderson, #187, Porterville, CA 93257**, or at such other places as may be designated by Owner from time to time. In the event rent is not paid **within 5 days after due date**, Tenant agrees to pay a **late charge** of **\$80.00** plus interest at **1.5%** per month on the delinquent amount. Tenant further agrees to pay **\$35.00** for each dishonored bank check. The late charge period is **not** a grace period, and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balances remaining after termination of occupancy are subject to **1-1/2%** interest per month or the maximum rate allowed by law.
- USE:** The premises are to be used for **aircraft storage** and for no other purpose, without prior written consent of Lessor.
- USES PROHIBITED:** Lessee shall not use any portion of the premises for purposes other than those specified herein above, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property. Lessee shall not conduct or permit any sale by auction on the premises.
- ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
- ORDINANCES AND STATUTES:** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach hereof.
- MAINTENANCE, REPAIRS, ALTERATIONS:** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, HVAC system, and structural foundations which shall be maintained by Lessor.
No improvement or alteration of the premises shall be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee shall give Lessor at least **ten (10) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.
Lessee shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
- ENTRY AND INSPECTION:** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time **within sixty (60) days** prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
- INDEMNIFICATION OF LESSOR:** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.
- POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered **within 10 days** of the commencement of the term hereof.
- LESSEE'S INSURANCE:** Lessee, at his expense, shall maintain **public liability** insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: **\$1,000,000,000 combined single limit personal injury or death of any person in any one accident or occurrence, including property damage. The limit of any such insurance shall not, however, limit the liability of the Lessee hereunder.**
Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy shall require **thirty (30) day's written notice** to Lessor prior to cancellation or material change of coverage.
- LESSOR'S INSURANCE:** Lessor shall maintain hazard insurance covering one hundred percent replacement cost of the improvements throughout the lease term. Lessor's insurance will not insure Lessee's personal property or leasehold improvements.
- SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.
- UTILITIES:** Lessee agrees that they shall be responsible for the payment of all utilities, including, gas, electricity, heat, water, sewer and disposal and other Services delivered to the premises.
- SIGNS:** Lessor reserves the exclusive right to the roof, side and rear walls of the premises. Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor, which consent shall not be unreasonably withheld.
- ABANDONMENT OF PREMISES:** Lessee shall not vacate or abandon the premises at any time during the term hereof, and if Lessee shall abandon or vacate the premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left upon the premises shall be deemed to be abandoned, at the option of Lessor.

17. **CONDEMNATION:** If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided however, that Lessor may at his option, terminate this lease as of the date the condemnor acquires possession. In the event that the demised premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this lease shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall not be entitled to any part thereof, provided however, that Lessee shall be entitled to retain any amount awarded to him for his trade fixtures or moving expenses.
18. **TRADE FIXTURES:** Any and all improvements made to the premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.
19. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made **within sixty (60) days** under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made **within said sixty (60) days**, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made **within sixty (60) days**, this lease may be terminated at the option of either party.
- In the event the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.
20. **HAZARDOUS MATERIALS:** Lessee shall not use, store, or dispose of any hazardous substances upon the premises, except use and storage of such substances if they are customarily used in lessee's business, and such use and storage complies with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property.
21. **INSOLVENCY:** In the event a receiver is appointed to take over the business of Lessee, or in the event Lessee makes a general assignment for the benefit of creditors, or, Lessee takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this lease by Lessee.
22. **REMEDIES OF OWNER ON DEFAULT:** in the event of any breach of this lease by Lessee, Lessor may, at his option, terminate the lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after the termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform his obligations under the lease or which in the ordinary course of things would be likely to result therefrom.
- Lessor may, in the alternative, continue this lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all his rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease. If said breach of lease continues, Lessor may, at any time thereafter, elect to terminate the lease.
- The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach of Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted.
- Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.
23. **SECURITY:** The security deposit set forth above, if any, shall secure the performance of the Lessee's obligations hereunder. Lessor may, but shall not be obligated to apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the Security Deposit in payment of the last month's rent.
24. **DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his authorized Agent, together with a statement showing any charges made against such deposits by Owner.
25. **WAIVER OF RIGHT TO JURY TRIAL:** In the event there shall be a dispute between Lessor and Lessee and either party shall file an action against the other party to enforce their rights under this lease, to interpret the Lease terms, or arising out of their relationship as Lessee and Lessor, the parties agree that the matter shall be tried by the court without a jury and each party specifically waives the right to a jury trial in any such action.
26. **ATTORNEY'S FEE AND COSTS:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of the execution of this lease, or to enforce the terms and conditions of this lease, or to recover possession of the premises from Lessee, the prevailing party shall be entitled to receive from the other party a reasonable attorney's fee, expert fees, appraisal fees and all other costs incurred in connection with such action or proceedings, to be determined by the court or arbitrator(s).
27. **WAIVER:** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
28. **NOTICES:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.
29. **HOLDING OVER:** Any holding over after the expiration of this lease, with the consent of Lessor, shall be construed as a month to-month tenancy at a rental of **\$800.00** per month, otherwise in accordance with the terms hereof, as applicable.
30. **TIME:** Time is of the essence of this lease.
31. **HEIRS, ASSIGNS, SUCCESSORS:** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
32. **COST-OF-LIVING INCREASE:** ~~The rent provided for in paragraph 2 shall be adjusted effective upon the first day of the month immediately following the expiration of months from date of commencement of the term and upon the expiration of each months thereafter in accordance with changes in the U.S. Consumer Price Index for All Urban Consumers (1982-84 = 100) hereinafter called the "CPI". The monthly rent shall be increased to an amount equal to the monthly rent set forth in paragraph 2 multiplied by a fraction the numerator of which is the CPI for the second calendar month immediately preceding the adjustment date and the denominator of which is the CPI for the second calendar month preceding the commencement of the lease term. Provided, however, in no event shall the monthly rent be less than the amount set forth in paragraph 2.~~
33. **OPTION TO RENEW:** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of **12 months** commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of negotiated upon Tenant's exercising right. The option shall be exercised by written notice given to Lessor not less than 30 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.
34. **LESSOR'S LIABILITY:** The term "Lessor," as used in this paragraph, shall mean only the owner of the real property or a Lessee's interest in a ground lease of the premises. In the event of any transfer of such title or interest, the Lessor named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to Lessor's obligations to be performed after such transfer. Provided, however, that any funds in the hands of Lessor or Grantor at the time of such transfer shall be delivered to Grantee. Lessor's obligations hereunder shall be binding upon Lessor's successors and assigns only during their respective periods of ownership.
35. **ESTOPPEL CERTIFICATE:**
(a) Lessee shall at any time upon not less than **ten (10) days' prior written notice** from Lessor execute, acknowledge and deliver to Lessor a statement in writing (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in

advance, if any, and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer to the Premises.

(b) At Lessor' option, Lessee's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Lessee [1] that this Lease is in full force and effect, without modification except as may be represented by Lessor, [2] that there are no uncured defaults in lessor's performance, and [3] that not more than one month's rent has been paid in advance or such failure may be considered by Lessor as a default by Lessee under this Lease.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee hereby agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. Such statements shall include the past three years' financial statements of Lessee. All such financial statements shall be received by Lessor and such lender or buyer in confidence and shall be used only for the purposes herein set forth.

36. **COMMON AREA EXPENSES:** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.
37. **ADDENDUM:** An addendum, signed by the parties, is not attached, hereto.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof: _____.

The undersigned LESSEE hereby acknowledges receipt of a copy hereof.

The undersigned LESSOR hereby acknowledges receipt of a copy hereof.

DATED:

DATED:

WINGS ALOFT INCORPORATED

By: Swane Enry Lessee

MATT QUACKER Lessor

By: Lessee

MIKE QUACKER Lessor

Address

1279 W. Henderson, #187, Porterville, CA 93257 Address

Phone

(559) 696-1503 Phone

COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM **Wings Aloft Incorporated** hereinafter referred to as **LESSEE**, the sum of **\$1,600.00**, evidenced by check, as a deposit which, upon acceptance of this lease, shall belong to Lessor and shall be applied as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from 08/01/2020 through 08/31/2020	\$ 800.00	\$ 800.00	\$ -0-
Security deposit (not applicable toward last month's rent)	\$ 800.00	\$ 800.00	\$ -0-
Other	\$ 0.00	\$.00	\$
TOTAL	\$ 1,600.00	\$ 1,600.00	\$ -0-

In the event that this lease is not accepted by the Lessor **within 5 days**, the total deposit received shall be refunded.

Lessee hereby offers to lease from Lessor the premises situated in the City of **Porterville**, County of **Tulare**, State of California, described as **Porterville Airport, 1893 South Newcomb, Porterville, CA - Hangars Lot 30A2** upon the following **TERMS** and **CONDITIONS**:

- TERM:** The term hereof shall commence on **August 1, 2020**, and expire on **July 31, 2023. (36 months)**
- RENT:** The total rent shall be **\$ 28,800.00**, payable as follows: **\$ 800.00 per month due and payable on the first day of each month.**
All rents shall be paid to Owner or his authorized agent, at the following address: **2122 Wildcat Way, Porterville, CA 93257**, or at such other places as may be designated by Owner from time to time. In the event rent is not paid **within 5 days after due date**, Tenant agrees to pay a **late charge** of **\$110.00** plus interest at **1.5%** per month on the delinquent amount. Tenant further agrees to pay **\$35.00** for each dishonored bank check. The late charge period is **not** a grace period, and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balances remaining after termination of occupancy are subject to **1-1/2%** interest per month or the maximum rate allowed by law.
- USE:** The premises are to be used for **aircraft / miscellaneous storage** and for no other purpose, without prior written consent of Lessor.
- USES PROHIBITED:** Lessee shall not use any portion of the premises for purposes other than those specified herein above, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property. Lessee shall not conduct or permit any sale by auction on the premises.
- ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
- ORDINANCES AND STATUTES:** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach hereof.
- MAINTENANCE, REPAIRS, ALTERATIONS:** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, HVAC system, and structural foundations which shall be maintained by Lessor.
No improvement or alteration of the premises shall be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee shall give Lessor at least **ten (10) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.
Lessee shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
- ENTRY AND INSPECTION:** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time **within sixty (60) days** prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
- INDEMNIFICATION OF LESSOR:** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.
- POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered **within 10 days** of the commencement of the term hereof.
- LESSEE'S INSURANCE:** Lessee, at his expense, shall maintain **public liability** insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: **\$1,000,000,000 combined single limit personal injury or death of any person in any one accident or occurrence, including property damage. The limit of any such insurance shall not, however, limit the liability of the Lessee hereunder.**
Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy shall require **thirty (30) day's written notice to Lessor prior to cancellation or material change of coverage.**
- LESSOR'S INSURANCE:** Lessor shall maintain hazard insurance covering one hundred percent replacement cost of the improvements throughout the lease term. Lessor's insurance will not insure Lessee's personal property or leasehold improvements.
- SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.
- UTILITIES:** Lessee agrees that they shall be responsible for the payment of all utilities, including, gas, electricity, heat, water, sewer and disposal and other Services delivered to the premises.
- SIGNS:** Lessor reserves the exclusive right to the roof, side and rear walls of the premises. Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor, which consent shall not be unreasonably withheld.
- ABANDONMENT OF PREMISES:** Lessee shall not vacate or abandon the premises at any time during the term hereof, and if Lessee shall abandon or vacate the premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left upon the premises shall be deemed to be abandoned, at the option of Lessor.

17. **CONDEMNATION:** If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided however, that Lessor may at his option, terminate this lease as of the date the condemnor acquires possession. In the event that the demised premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this lease shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall not be entitled to any part thereof, provided however, that Lessee shall be entitled to retain any amount awarded to him for his trade fixtures or moving expenses.
18. **TRADE FIXTURES:** Any and all improvements made to the premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.
19. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made **within sixty (60) days** under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made **within said sixty (60) days**, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made **within sixty (60) days**, this lease may be terminated at the option of either party.
- In the event the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.
20. **HAZARDOUS MATERIALS:** Lessee shall not use, store, or dispose of any hazardous substances upon the premises, except use and storage of such substances if they are customarily used in lessee's business, and such use and storage complies with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property.
21. **INSOLVENCY:** In the event a receiver is appointed to take over the business of Lessee, or in the event Lessee makes a general assignment for the benefit of creditors, or, Lessee takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this lease by Lessee.
22. **REMEDIES OF OWNER ON DEFAULT:** In the event of any breach of this lease by Lessee, Lessor may, at his option, terminate the lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after the termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform his obligations under the lease or which in the ordinary course of things would be likely to result therefrom.
- Lessor may, in the alternative, continue this lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all his rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease. If said breach of lease continues, Lessor may, at any time thereafter, elect to terminate the lease.
- The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach of Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted.
- Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.
23. **SECURITY:** The security deposit set forth above, if any, shall secure the performance of the Lessee's obligations hereunder. Lessor may, but shall not be obligated to apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the Security Deposit in payment of the last month's rent.
24. **DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his authorized Agent, together with a statement showing any charges made against such deposits by Owner.
25. **WAIVER OF RIGHT TO JURY TRIAL:** In the event there shall be a dispute between Lessor and Lessee and either party shall file an action against the other party to enforce their rights under this lease, to interpret the Lease terms, or arising out of their relationship as Lessee and Lessor, the parties agree that the matter shall be tried by the court without a jury and each party specifically waives the right to a jury trial in any such action.
26. **ATTORNEY'S FEE AND COSTS:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of the execution of this lease, or to enforce the terms and conditions of this lease, or to recover possession of the premises from Lessee, the prevailing party shall be entitled to receive from the other party a reasonable attorney's fee, expert fees, appraisal fees and all other costs incurred in connection with such action or proceedings, to be determined by the court or arbitrator(s).
27. **WAIVER:** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
28. **NOTICES:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.
29. **HOLDING OVER:** Any holding over after the expiration of this lease, with the consent of Lessor, shall be construed as a month to-month tenancy at a rental of **\$800.00** per month, otherwise in accordance with the terms hereof, as applicable.
30. **TIME:** Time is of the essence of this lease.
31. **HEIRS, ASSIGNS, SUCCESSORS:** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
32. **COST OF LIVING INCREASE:** ~~The rent provided for in paragraph 2 shall be adjusted effective upon the first day of the month immediately following the expiration of ___ months from date of commencement of the term and upon the expiration of each ___ months thereafter, in accordance with changes in the U.S. Consumer Price Index for All Urban Consumers (1982-84 = 100) hereinafter called the "CPI". The monthly rent shall be increased to an amount equal to the monthly rent set forth in paragraph 2 multiplied by a fraction the numerator of which is the CPI for the second calendar month immediately preceding the adjustment date and the denominator of which is the CPI for the second calendar month preceding the commencement of the lease term. Provided, however, in no event shall the monthly rent be less than the amount set forth in paragraph 2.~~
33. **OPTION TO RENEW:** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of **36** months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of negotiated upon Tenant's exercising right. The option shall be exercised by written notice given to Lessor not less than 30 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.
34. **LESSOR'S LIABILITY:** The term "Lessor," as used in this paragraph, shall mean only the owner of the real property or a Lessee's interest in a ground lease of the premises. In the event of any transfer of such title or interest, the Lessor named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to Lessor's obligations to be performed after such transfer. Provided, however, that any funds in the hands of Lessor or Grantor at the time of such transfer shall be delivered to Grantee. Lessor's obligations hereunder shall be binding upon Lessor's successors and assigns only during their respective periods of ownership.
35. **ESTOPPEL CERTIFICATE:**
(a) Lessee shall at any time upon not less than **ten (10) days' prior written notice** from Lessor execute, acknowledge and deliver to Lessor a statement in writing [1] certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in

advance, if any, and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer to the Premises.

(b) At Lessor' option, Lessee's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Lessee [1] that this Lease is in full force and effect, without modification except as may be represented by Lessor, [2] that there are no uncured defaults in lessor's performance, and [3] that not more than one month's rent has been paid in advance or such failure may be considered by Lessor as a default by Lessee under this Lease.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee hereby agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. Such statements shall include the past three years' financial statements of Lessee. All such financial statements shall be received by Lessor and such lender or buyer in confidence and shall be used only for the purposes herein set forth.

36. **COMMON AREA EXPENSES:** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.
37. **ADDENDUM:** An addendum, signed by the parties, is not attached, hereto.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof: _____.

"CONSULT YOUR ADVISORS": This document has been prepared for approval by your attorney. No representation or recommendation is made by HQ Investments as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for your attorney.

The undersigned LESSEE hereby acknowledges receipt of a copy hereof.

The undersigned LESSOR hereby acknowledges receipt of a copy hereof.

DATED:

DATED:

WINGS ALOFT INCORPORATED

Susan Emery, CFO Lessee
By: _____

MATT QUATACKER Lessor
MATT QUATACKER

By: _____

MIKE QUATACKER Lessor
MIKE QUATACKER

Post Office Box 459, Springville, CA 93265 Address

2122 Wildcat Way, Porterville, CA 93257 Address

Telephone (909) 238-2998 Phone

(559) 696-1503 Phone

Date:

COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM **Wings Aloft Incorporated**, hereinafter referred to as **LESSEE**, the sum of **\$1,600.00**, evidenced by check #, as a deposit which, upon acceptance of this lease, shall belong to Lessor and shall be applied as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from 01/01/2021 through 01/31/2021	\$ 800.00	\$ 800.00	\$ 00
Security deposit (not applicable toward last month's rent)	\$ 800.00	\$ 800.00	\$ 00
Other	\$ 0.00	\$.00	\$
TOTAL	\$ 1,600.00	\$ 1,600.00	\$ 00

In the event that this lease is not accepted by the Lessor **within 5 days**, the total deposit received shall be refunded.

Lessee hereby offers to lease from Lessor the premises situated in the City of **Porterville**, County of **Tulare**, State of California, described as **Porterville Airport, 1893 South Newcomb, Porterville, CA - Hangar Lot 30A3** upon the following **TERMS and CONDITIONS**:

- TERM:** The term hereof shall commence on **January 1, 2021** and expire on July 31, 2023. **(31 months)**
- RENT:** The total rent shall be **\$24,800.00**, payable as follows: **\$800.00 per month due and payable on the first day of each month.**
All rents shall be paid to Owner or his authorized agent, at the following address: **1279 West Henderson, #187, Porterville, CA 93257**, or at such other places as may be designated by Owner from time to time. In the event rent is not paid **within 5 days after due date**, Tenant agrees to pay a **late charge** of **\$80.00** plus interest at **1.5%** per month on the delinquent amount. Tenant further agrees to pay **\$35.00** for each dishonored bank check. The late charge period is **not** a grace period, and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balances remaining after termination of occupancy are subject to **1-1/2%** interest per month or the maximum rate allowed by law.
- USE:** The premises are to be used for **aircraft storage** and for no other purpose, without prior written consent of Lessor.
- USES PROHIBITED:** Lessee shall not use any portion of the premises for purposes other than those specified herein above, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property. Lessee shall not conduct or permit any sale by auction on the premises.
- ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
- ORDINANCES AND STATUTES:** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach hereof.
- MAINTENANCE, REPAIRS, ALTERATIONS:** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, HVAC system, and structural foundations which shall be maintained by Lessor.
No improvement or alteration of the premises shall be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee shall give Lessor at least **ten (10) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.
Lessee shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
- ENTRY AND INSPECTION:** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time **within sixty (60) days** prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
- INDEMNIFICATION OF LESSOR:** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.
- POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered **within 10 days** of the commencement of the term hereof.
- LESSEE'S INSURANCE:** Lessee, at his expense, shall maintain **public liability** insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: **\$1,000,000,000 combined single limit personal injury or death of any person in any one accident or occurrence, including property damage. The limit of any such insurance shall not, however, limit the liability of the Lessee hereunder.**
Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy shall require **thirty (30) day's written notice to Lessor prior to cancellation or material change of coverage.**
- LESSOR'S INSURANCE:** Lessor shall maintain hazard insurance covering one hundred percent replacement cost of the improvements throughout the lease term. Lessor's insurance will not insure Lessee's personal property or leasehold improvements.
- SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.
- UTILITIES:** Lessee agrees that they shall be responsible for the payment of all utilities, including, gas, electricity, heat, water, sewer and disposal and other Services delivered to the premises.
- SIGNS:** Lessor reserves the exclusive right to the roof, side and rear walls of the premises. Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor, which consent shall not be unreasonably withheld.
- ABANDONMENT OF PREMISES:** Lessee shall not vacate or abandon the premises at any time during the term hereof, and if Lessee shall abandon or vacate the premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee left upon the premises shall be deemed to be abandoned, at the option of Lessor.

17. **CONDEMNATION:** If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided however, that Lessor may at his option, terminate this lease as of the date the condemnor acquires possession. In the event that the demised premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this lease shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall not be entitled to any part thereof, provided however, that Lessee shall be entitled to retain any amount awarded to him for his trade fixtures or moving expenses.
18. **TRADE FIXTURES:** Any and all improvements made to the premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.
19. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made **within sixty (60) days** under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made **within said sixty (60) days**, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made **within sixty (60) days**, this lease may be terminated at the option of either party.
- In the event the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.
20. **HAZARDOUS MATERIALS:** Lessee shall not use, store, or dispose of any hazardous substances upon the premises, except use and storage of such substances if they are customarily used in lessee's business, and such use and storage complies with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property.
21. **INSOLVENCY:** In the event a receiver is appointed to take over the business of Lessee, or in the event Lessee makes a general assignment for the benefit of creditors, or, Lessee takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this lease by Lessee.
22. **REMEDIES OF OWNER ON DEFAULT:** In the event of any breach of this lease by Lessee, Lessor may, at his option, terminate the lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which was earned after the termination until the time of the award exceeds the amount of such rental amount by which the unpaid rent which would have been earned after the termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform his obligations under the lease or which in the ordinary course of things would be likely to result therefrom.
- Lessor may, in the alternative, continue this lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all his rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease. If said breach of lease continues, Lessor may, at any time thereafter, elect to terminate the lease.
- The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach of Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted.
- Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.
23. **SECURITY:** The security deposit set forth above, if any, shall secure the performance of the Lessee's obligations hereunder. Lessor may, but shall not be obligated to apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the Security Deposit in payment of the last month's rent.
24. **DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his authorized Agent together with a statement showing any charges made against such deposits by Owner.
25. **WAIVER OF RIGHT TO JURY TRIAL:** In the event there shall be a dispute between Lessor and Lessee and either party shall file an action against the other party to enforce their rights under this lease, to interpret the Lease terms, or arising out of their relationship as Lessee and Lessor, the parties agree that the matter shall be tried by the court without a jury and each party specifically waives the right to a jury trial in any such action.
26. **ATTORNEY'S FEE AND COSTS:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of the execution of this lease, or to enforce the terms and conditions of this lease, or to recover possession of the premises from Lessee, the prevailing party shall be entitled to receive from the other party a reasonable attorney's fee, expert fees, appraisal fees and all other costs incurred in connection with such action or proceedings to be determined by the court or arbitrator(s).
27. **WAIVER:** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
28. **NOTICES:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.
29. **HOLDING OVER:** Any holding over after the expiration of this lease, with the consent of Lessor, shall be construed as a month-to-month tenancy at a rental of **\$800.00** per month, otherwise in accordance with the terms hereof, as applicable.
30. **TIME:** Time is of the essence of this lease.
31. **HEIRS, ASSIGNS, SUCCESSORS:** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
32. **~~COST OF LIVING INCREASE:~~** ~~The rent provided for in paragraph 2 shall be adjusted effective upon the first day of the month immediately following the expiration of _____ months from date of commencement of the term and upon the expiration of each _____ months thereafter in accordance with changes in the U.S. Consumer Price Index for All Urban Consumers (1982-84 = 100) hereinafter called the "CPI". The monthly rent shall be increased to an amount equal to the monthly rent set forth in paragraph 2 multiplied by a fraction the numerator of which is the CPI for the second calendar month immediately preceding the adjustment date and the denominator of which is the CPI for the second calendar month preceding the commencement of the lease term. Provided, however, in no event shall the monthly rent be less than the amount set forth in paragraph 2.~~
33. **OPTION TO RENEW:** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of **12 months** commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of negotiated upon Tenant's exercising right. The option shall be exercised by written notice given to Lessor not less than 30 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.
34. **LESSOR'S LIABILITY:** The term "Lessor," as used in this paragraph, shall mean only the owner of the real property or a Lessee's interest in a ground lease of the premises. In the event of any transfer of such title or interest, the Lessor named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to Lessor's obligations to be performed after such transfer. Provided, however, that any funds in the hands of Lessor or Grantor at the time of such transfer shall be delivered to Grantee. Lessor's obligations hereunder shall be binding upon Lessor's successors and assigns only during their respective periods of ownership.
35. **ESTOPPEL CERTIFICATE:**
- (a) Lessee shall at any time upon not less than **ten (10) days' prior written notice** from Lessor execute, acknowledge and deliver to Lessor a statement in writing (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in

advance, if any, and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer to the Premises.

(b) At Lessor' option, Lessee's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Lessee [1] that this Lease is in full force and effect, without modification except as may be represented by Lessor, [2] that there are no uncured defaults in Lessor's performance, and [3] that not more than one month's rent has been paid in advance or such failure may be considered by Lessor as a default by Lessee under this Lease.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee hereby agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. Such statements shall include the past three years' financial statements of Lessee. All such financial statements shall be received by Lessor and such lender or buyer in confidence and shall be used only for the purposes herein set forth.

36. **COMMON AREA EXPENSES:** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.
37. **ADDENDUM:** An addendum, signed by the parties, is not attached, hereto.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof: _____.

The undersigned LESSEE hereby acknowledges receipt of a copy hereof.

The undersigned LESSOR hereby acknowledges receipt of a copy hereof.

DATED:

DATED:

WINGS ALOFT INCORPORATED

By: Susan Emery Lessee

MATT QUATACKER Lessor

By: _____ Lessee

MIKE QUATACKER Lessor

_____ Address

1279 W. Henderson, #187, Porterville, CA 93257 Address

_____ Phone

(559) 696-1503 Phone
1503

**LESSOR'S CONSENT TO SUBLET
AIRPORT HANGAR LOT NO. 30 A1, A2 AND A3
AT THE PORTERVILLE MUNICIPAL AIRPORT**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Master Lease for Airport Hangar Lot No. 30 A1, A2 and A3, hereby consents to the request dated June 23, 2021, made by the Lessee, Matt Quatacker, Mike Quatacker and Debbie Quatacker, to sublet said airport hangar lot 30 A1, A2 and A3 to Wings Aloft Incorporated, expiring July 31, 2023, for the storage of aircraft. Provided however, that there shall be no further subletting without the prior written consent of the Landlord.

Dated this 6th day of July 2021.

CITY OF PORTERVILLE
"LESSOR"

BY: _____
Adrian Monte Reyes
MAYOR, CITY OF PORTERVILLE

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Authorization to Participate in Cooperative Purchasing Programs on Existing Asphalt Contracts

SOURCE: Public Works

COMMENT: After soliciting bids, the County of Tulare has awarded its Fiscal Year 2021-2022, 3/8" Cold Mix Asphalt contract, as well as its 1/2" Hot Asphalt Concrete contract, to Jaxon Enterprises. These types of asphalt mixes are used for the City's Asphalt Overlay Program, and staff is requesting authorization to "piggyback" onto the new contracts for the purchase of asphalt mixes for the Fiscal Year 2021-2022 Program. Resolution No. 35-93, adopted by City Council on April 20, 1993, gives authorization to participate in cooperative purchasing programs with other agencies for the procurement of materials, equipment, and services.

Funds for asphalt purchase are available in the 2021-2022 Asphalt Cold Mix Overlay Program and Asphalt Hot Mix Program Budget.

RECOMMENDATION: That the City Council authorize the purchase of asphalt mix utilizing the contracts between the County of Tulare and Jaxon Enterprises.

ATTACHMENTS:

1. 2021 Renewal Contract #1669
2. 2021 Renewal Contract #1666
3. 2021 Renewal Contract #1663

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



County of Tulare

PURCHASING DEPARTMENT

2637 W. Burrel Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 12, 2021

Jaxon Enterprises
DBA Deer Creek Asphalt
Attn: Don Thomason
1643 Tahoe Court
Redding, CA 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1669 - RENEWAL NO. 02, 1/2" HOT ASPHALT CONCRETE
– NORTH/SOUTH COUNTY

Our current contract Number 1669 for 1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY expires on JUNE 30, 2021. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please print and sign one (1) copies of this Renewal Form and **return via email** to mfernandez1@tularecounty.ca.gov by June 1, 2021 Upon the return of this signed form, Contract No. 1669 will be renewed through June 30, 2022.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 1/2" Hot Asphalt Concrete – North/South County to the County of Tulare per Contract No. 1669 for an additional year through June 30, 2022 under the same prices, terms and conditions.

Date: _____	Signature: _____
	Title: <u>President</u>
Date: _____	Signature: _____
	Title: <u>Vice-President</u>

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 02**CONTRACT NO.: 1669**

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

BID/PROPOSAL NO.: 20-003**PHONE:** (530) 241-2112**FAX:** (530) 243-0787**VENDOR CONTACT NAME:**

DON THOMASON

E-MAIL:

dthomason@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: JAXON ENTERPRISES
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY

COMMODITY CODE: 74521

CONTRACT PERIOD: JULY 1, 2019 THROUGH JUNE 30, 2022

PAYMENT TERMS: NET 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE EXHIBIT B – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

Catalog listing of commodities description and pricing to follow:

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY	TON	\$49.10

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Hot Asphalt Concrete is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" HOT ASPHALT CONCRETE: **\$ 49.10 PER TON**

Asphalt Concrete shall be Type B, 1/2" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

2,500 Tons total estimated quantity for North County/South County through June 30, 2022.

Applicable sales tax will be added in addition to the price indicated above.

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the engineer.

PLANT LOCATION/SHIPPING POINT:

27671 Avenue 120, Porterville, CA 93257
SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM

HMATT = HMA or PRCM total tons placed

X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

- Q_{rap} = quantity in tons of asphalt used in HMA containing RAP
- $HMATT$ = HMA total tons placed
- X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate
- X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate
- X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula
- X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

- Q_e = quantity in tons of asphalt used in asphaltic emulsions
- $AETT$ = undiluted asphaltic emulsions total tons placed
- X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.



County of Tulare

PURCHASING DEPARTMENT

2637 W. Burrel Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 12, 2021

Jaxon Enterprises
Dba Deer Creek Asphalt
Attn: Don Thomason
1643 Tahoe Ct
Redding, Ca. 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1666 - RENEWAL NO. 02, 1/2" COLD MIX – NORTH/SOUTH COUNTY

Our current contract Number 1666 for 1/2" COLD MIX – NORTH/SOUTH COUNTY expires on JUNE 30, 2021. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please print and sign one (1) copies of this Renewal Form and **return via email** to mfernandez1@tularecounty.ca.gov by June 1, 2021 Upon the return of this signed form, Contract No. 1666 will be renewed through June 30, 2022.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 1/2" Cold Mix – North/South County to the County of Tulare per Contract No. 1666 for an additional year through June 30, 2022 under the same prices, terms and conditions.

Date: _____

Signature: _____

Title: President

Date: _____

Signature: _____

Title: Vice President

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 02**CONTRACT NO.: 1666**

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT

STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA. 96003

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT

STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA. 96003

REMIT TO: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT

STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" COLD MIX MATERIAL – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2019 THROUGH **JUNE 30, 2022**

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

BID/PROPOSAL NO.: 20-003

PHONE: (530) 241-2112

FAX: (530) 243-8787

VENDOR CONTACT NAME:
DON THOMASON

E-MAIL:
dthomason@jaxonaggregates.com

Catalog listing of commodities description and pricing to follow:

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" COLD MIX – NORTH/SOUTH COUNTY	TON	\$47.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" PLANT RUN COLD MIX with OIL: \$ 47.00 PER TON

Plant Run Cold Mix – 1/2" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

3,000 Tons total estimated quantity for North/South County through June 30, 2022.

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT:

27671 AVE 120, PORTERVILLE, CA. 93257
SMARA MINE ID# 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella



County of Tulare

PURCHASING DEPARTMENT

2637 W. Burrel Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 12, 2021

Jaxon Enterprises
DBA Deer Creek Asphalt
Attn: Don Thomason
1643 Tahoe Court
Redding, CA 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1663 - RENEWAL NO. 02, 3/8" COLD MIX – NORTH/SOUTH COUNTY

Our current contract Number 1663 for 3/8" COLD MIX – NORTH/SOUTH COUNTY expires on JUNE 30, 2021. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please print and sign one (1) copies of this Renewal Form and **return via email** to mfernandez1@tularecounty.ca.gov by June 1, 2021 Upon the return of this signed form, Contract No. 1663 will be renewed through June 30, 2022.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 3/8" Cold Mix – North/South County to the County of Tulare per Contract No. 1663 for an additional year through June 30, 2022 under the same prices, terms and conditions.

Date: _____ Signature: _____

Title: President

Date: _____ Signature: _____

Title: Vice President

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 02**CONTRACT NO.: 1663**

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

BID/PROPOSAL NO.: 20-003**PHONE:** (530) 241-2112**FAX:** (530) 243-0787**VENDOR CONTACT NAME:**

DON THOMASON

E-MAIL:

dthomason@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: JAXON ENTERPRISES
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 3/8" COLD MIX MATERIAL – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2019 THROUGH **JUNE 30, 2022**

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

Catalog listing of commodities description and pricing to follow:

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	3/8" COLD MIX – NORTH/SOUTH COUNTY	TON	\$48.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

3/8" PLANT RUN COLD MIX with OIL: **\$ 48.00 PER TON**

Plant Run Cold Mix – 3/8" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

2,000 Tons total estimated quantity for North County/South County through June 30, 2022.

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT:
93257

27671 AVENUE 120, PORTERVILLE, CA

SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Engineer's Reports and Setting of a Public Hearing for Establishing Lighting and Landscape Maintenance Districts and Tax Assessments for Parcels Within Summit Estates II Phase 2, and Royal Oaks.

SOURCE: Parks and Leisure Services

COMMENT: New subdivisions within the City are required to petition for the formation of a Maintenance Assessment District. The Districts are formed to secure funding from parcels within the subdivisions for operational and maintenance expenses of public lighting and any public landscape areas. The City utilizes the authority governed by the 1972 Lighting and Landscape Assessment Act to create a District for each subdivision. Thereafter, every year a process must be followed of evaluating maintenance needs and establishing an assessment to be placed upon the tax rolls for every parcel within each District.

The attached Resolutions are necessary to initiate the process of creating new Districts for the Summit Estates II Phase 2 and Royal Oaks subdivisions. The first Resolution is to order the formation of the new Districts, appoint the City Engineer as the Engineer of Work, and order the preparation of Engineer's Reports. The Engineer's Reports accompany this staff report. The second Resolution is provided to give preliminary approval to the Reports as the basis for creation of proposed assessments. The last Resolution declares the intent to form the Districts, levy and collect tax assessments, and schedule a Public Hearing for July 20, 2021.

RECOMMENDATION: That the City Council adopt:

1. A Resolution Ordering the Proceedings for Formation of Landscape and Lighting Maintenance District numbers 55 and 56, and ordering the preparation of the Engineer's Reports; and
2. A Resolution Giving Preliminary Approval to the Engineer's Reports; and
3. A Resolution Declaring Intent to Form Districts, Levy and Collect Assessments, and Setting a Public Hearing for July 20, 2021.

ATTACHMENTS:

1. Summit Estates II Phase 2 Final Map
2. Royal Oaks Final Map
3. Summit Estates II Phase 2 and Royal Oaks Subdivision Formation Resolutions
4. Engineers Report: Maintenance District No. 55; Summit

- Estates II Phase 2
5. Engineers Report: Maintenance District No. 56; Royal Oaks

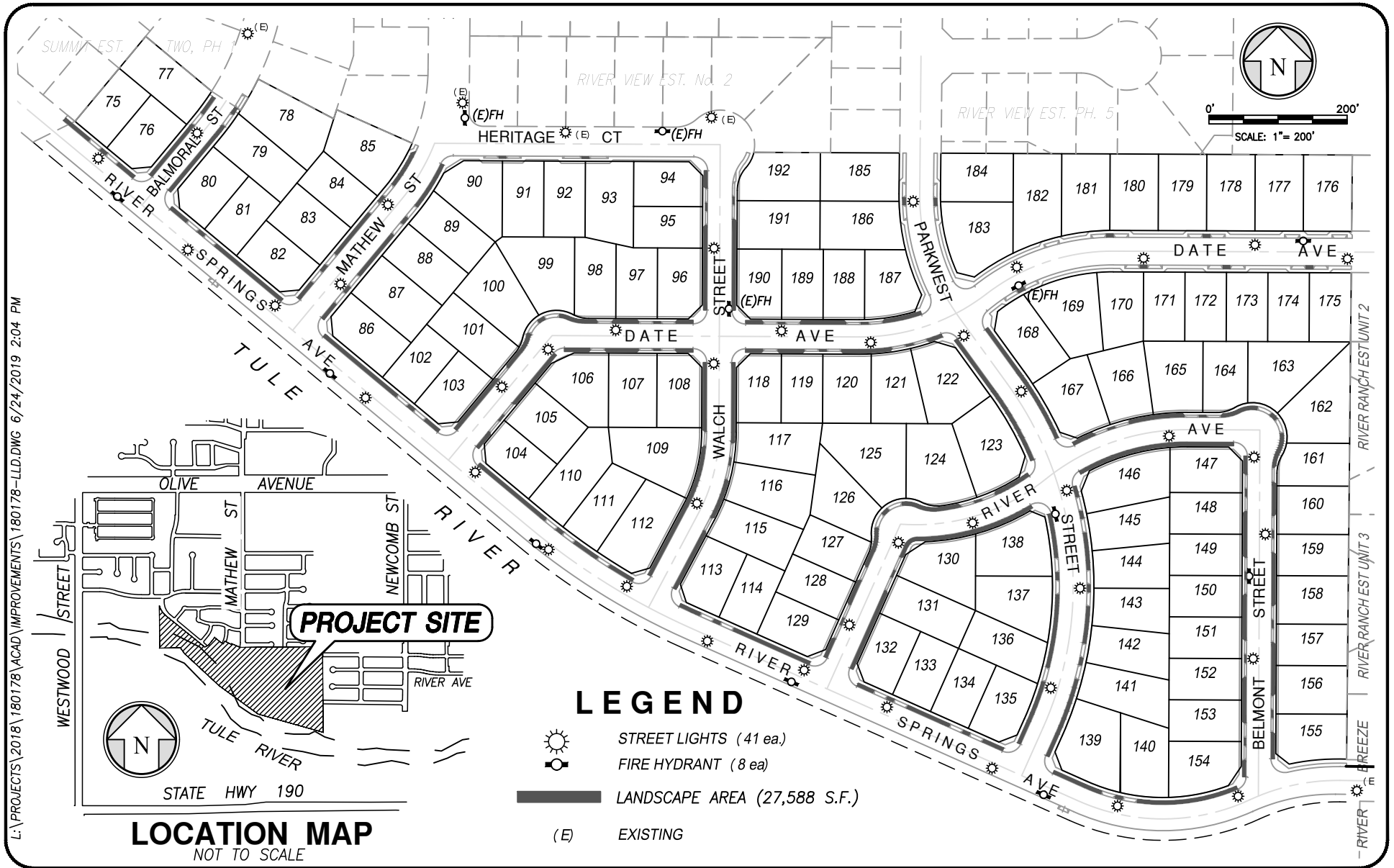
Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



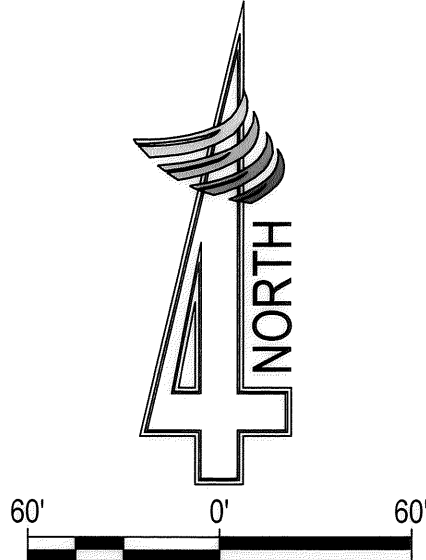
PROJECT NO.: 180178
 DRAWN BY: L. HERNANDEZ
 QA/QC BY: B. GROVES
 SCALE: 1"=200'
 SHEET NO.:
1 OF 1

LANDSCAPE & LIGHTING DISTRICT NO. SUMMIT ESTATES TWO, PHASE TWO CITY OF PORTERVILLE

REMAINDER PARCEL OF SUMMIT ESTATES TWO, PHASE ONE, AND A PORTION OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER AND OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 33, T.21S., R.27E., M.D.B. & M., IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.



150 WEST MORTON AVENUE TEL: (559) 781-2700
 PORTERVILLE, CA 93257 WWW.QKINC.COM
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Curve Table				
Curve #	Length	Radius	Delta	Tangent
C1	21.85	50.00	25°01'58"	11.100
C2	5.99	50.00	6°51'37"	2.997
C3	41.15	50.00	47°09'23"	21.822
C4	41.15	50.00	47°09'23"	21.822
C5	33.94	50.00	38°53'33"	17.653
C6	18.92	50.00	21°41'04"	9.576
C7	2.92	50.00	3°20'54"	1.461
C8	21.85	50.00	25°01'58"	11.100
C9	42.77	50.00	49°00'50"	22.794
C10	41.15	50.00	47°09'23"	21.822
C11	36.70	50.00	42°03'26"	19.222
C12	17.57	50.00	20°07'52"	8.875
C13	4.28	50.00	4°54'06"	2.140
C14	1.60	50.00	1°50'17"	0.802

PREPARED BY:



4CREEKS

324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 2 OF 2

RESOLUTION NO. -2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
COUNTY OF TULARE, STATE OF CALIFORNIA, ORDERING PROCEEDINGS
FOR THE FORMATION OF LANDSCAPE AND LIGHTING MAINTENANCE
DISTRICT NUMBERS 55, AND 56
ORDERING PREPARATION OF A DISTRICT MAP INDICATING
THE PROPOSED DISTRICT BOUNDARY FOR EACH OF THE DISTRICTS,
ASSIGNING AN ENGINEER OF WORK, AND
ORDERING THE PREPARATION OF ENGINEER'S REPORTS**

WHEREAS, it has been determined by the City Council of the City of Porterville that the public interest, convenience and necessity required the installation and planting of landscape materials, the installation and construction of irrigation systems, the installation of lighting and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California; and

WHEREAS, the cost for operation and maintenance of the landscaping and lighting improvements is to be determined and considered for assessment to the benefiting properties; and

WHEREAS, Section 22622 requires that an Engineer's Report be prepared to establish new Landscape and Lighting Maintenance Districts, and outlining the initial assessments to be levied against the properties within each assessment district.

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

1. That the public interest, convenience and necessity required the formation of Landscape and Lighting Maintenance District numbers 55, and 56 and as authorized by Section 22525 of the Streets and Highways Code, State of California.
2. That proceedings are to be conducted for the formation of said Landscape and Lighting Maintenance Districts.
3. That the properties to be specifically charged for maintenance of landscaping and lighting improvements shall be located within the boundary of the proposed districts, and maps to illustrate said boundaries are hereby ordered to be prepared.
4. That Javier Sanchez be appointed as "Engineer of Work" with all applicable provisions of Article 4, Division 15 of the Landscape and Lighting Act of 1972 applied to said "Engineer of Work".
5. That the cost of maintaining the landscape and lighting facilities in each of said Landscape and Lighting Maintenance Districts shall be borne by the property owners within the district, and said cost shall be assessed according to said 1972 Act.

6. That the Engineer of Work is hereby ordered to prepare a report for each District in accordance with Article 4, Division 15 of said 1972 Act.

APPROVED AND ADOPTED THIS 6th day of July, 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,
COUNTY OF TULARE, STATE OF CALIFORNIA, GIVING PRELIMINARY
APPROVAL OF ENGINEER'S REPORTS FOR LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICTS ENCOMPASSING
SUMMIT ESTATES II PHASE 2, AND ROYAL OAKS SUBDIVISIONS**

WHEREAS, on the 6th day of July, 2021 said City Council did direct by Resolution that the Engineer of Work was to make and file with the City Clerk of said City a report in writing for each subdivision as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City each report in writing as called for in said Resolution and under and pursuant to said Act, which reports have been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said reports and each and every part thereof, and finds that each and every part of said reports is sufficient, and that said reports nor any part thereof, requires or should be modified; and

WHEREAS, reference is hereby made to said Engineer's Reports for further, full and more particular description of proposed Assessment Districts, and the same Engineer's Reports so on file, shall govern for all details as to the extent of said Assessment Districts.

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

1. That the Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said reports be, and each of them are hereby preliminarily approved and confirmed.
2. That the diagram showing the Assessment District referred to and described in said reports, the boundaries of the subdivision of land within said Assessment District as the same existed at the time of passage of said Resolution, are hereby preliminarily approved and confirmed.
3. That the proposed assessments upon the subdivisions of land in each said Assessment District is in proportion to the estimated benefit to be received by said subdivisions, respectively, from said work and of the incidental expenses thereof, as contained in said report, is hereby preliminarily approved and confirmed.

4. That said reports shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to each of the proposed districts.

APPROVED AND ADOPTED THIS 6th day of July, 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, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO FORM ASSESSMENT DISTRICTS AND TO LEVY AND COLLECT ASSESSMENTS IN THE LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS, THE COST AND EXPENSE THEREOF, AND THE AMOUNT EACH PARCEL THEREIN IS INITIALLY TO BE ASSESSED; DESIGNATING SAID DISTRICTS AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS, DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO; WITH SAID PROCEEDINGS PERTAINING TO: SUMMIT ESTATES II PHASE 2 AND ROYAL OAKS SUBDIVISIONS

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

SECTION 1. DESCRIPTION OF WORK

That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22424 of the Streets and Highways code.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

SECTION 2. LOCATION OF WORK

The foregoing described work is to be located within the following areas:

1. Right-of-way, easements, and public lands within Summit Estates II Phase 2 Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 55."
2. Right-of-way, easements, and public lands within Royal Oaks Subdivision, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 56."

SECTION 3. DESCRIPTION OF ASSESSMENT DISTRICT

That the contemplated work is of more local than ordinary public benefit, and the expense of said work is chargeable upon districts, which districts are to be assessed to pay the cost and expenses thereof, and said districts are described as follows:

All that certain territory of the City of Porterville, included within the exterior boundary line shown upon respective Maps of Landscape and Lighting Maintenance District numbers 55, and 56, which Maps are on file in the Office of the City Clerk of said City.

SECTION 4. REPORT OF ENGINEER

The City Council of said City by Resolution has approved the reports of the Engineer of Work, which reports indicate the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The Engineer's Reports for Landscape and Lighting Maintenance District No. 55, and Landscaping and Lighting Maintenance District No. 56 are on file in the Office of the City Clerk of said City, and were prepared for the 2021-2022 fiscal year in accordance with the Landscaping and Lighting Act of 1972. Reference to said reports is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

SECTION 5. COLLECTION OF ASSESSMENTS

The assessment shall be collected at the time and in the same manner as County taxes are collected. The Engineer of Work shall file a report annually with the City Council of said City and said Council will annually conduct a hearing upon said report at a regular meeting held between March and June, at which time assessments for the next fiscal year will be determined

SECTION 6. TIME AND PLACE OF HEARING

Notice is hereby given that on the 6th day of July 2021, at the hour of 6:30 p.m. in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment districts may appear and show cause why said work should not be done or carried out in accordance with Resolution of Intention. The City Council will consider all oral and written protests.

SECTION 7. LANDSCAPING AND LIGHTING ACT OF 1972

All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

SECTION 8. PUBLICATION OF RESOLUTION OF INTENTION

Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

SECTION 9. CERTIFICATION

The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED THIS 6th day of July, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 55

SECTION 1. Authority for Report

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

SECTION 2. General Description

The City Council has elected to include landscape and lighting at Summit Estates II Phase 2 Subdivision into the Landscape and Lighting Maintenance District No. 55. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all streets within the subdivision.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 41. Maintenance activities within the Landscape and Lighting Maintenance District No. 55 are to only include lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of Summit Estates II Phase 2.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed and certain maintenance on the areas will be necessary during fiscal year 2021-2022. It is appropriate that the assessments be made in advance of the anticipated expenditure to provide working capital for the maintenance effort. In this District assessments will be made during the 2021-2022 Fiscal Year.

Estimated Assessment 2021-2022

Maintenance	27,588 sq.ft, of landscaping area wall			
Lighting	41 ea. @ 5,800 lumens			
Project Management	118 lots			
Fund Balance	\$ -			
Graffiti Maintenance	27,588 sq. ft. @ \$0.190	= \$		5,241.72
Tree Maintenance	27,588 sq. ft. @ \$0.050	= \$		1,379.40
Postage/Printing	27,588 sq. ft. @ \$0.006	= \$		165.52
Utilities	27,588 sq. ft. @ \$0.060	= \$		1,655.28
Repair/Maintenance	27,588 sq. ft. @ \$0.070	= \$		1,931.16

Total Maintenance	27,588 sq. ft. @ \$0.376	= \$	10,373.08
Administrative Fee	\$ 10,373.08 @ 10%	= \$	1,037.30
County Fee	118 lots @ \$ 1.00 per lot	= \$	118.00
Reserves 15% of total cost of maintenance		= \$	1,588.96
Estimated Cost Per Year	\$	13,117.34	

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 55 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 55. The establishment and maintenance of the improvements is a vital part of the development of Summit Estates II Phase 2 Subdivision. The City Council of Porterville has determined that to insure satisfactory levels of maintenance for the landscape and lighting at Summit Estates II Phase 2 Subdivision, it should become Landscape and Lighting Maintenance District No. 55. The subdivision consists of 118 Lots.

Landscape and Lighting Maintenance District No. 55 will consist of an area comprising approximately 15.7 acres. A total of 118 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values

incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

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

Estimated 2021-2022 Assessment

Assessment (A) = \$ 13,117.34

Number of Lots 118

A = $\frac{\$ 13,117.34}{118}$ = \$ 111.16 per lot for Summit Estates II Phase 2 Subdivision

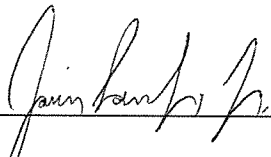
Total Assessment for 2021-2022 = \$ 13,117.34

Total developed lot count is 118 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 48 and determines the district.

4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 55.
5. Every year between June and August the Engineer of Work files a report with the City Council.
6. Every year between June and August the City Council conducts a public hearing and approves, or modifies the individual assessments.



Javier Sanchez
Engineer of the Work

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 56

SECTION 1. Authority for Report

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

SECTION 2. General Description

The City Council has elected to include landscape and lighting at Royal Oaks Subdivision into the Landscape and Lighting Maintenance District No. 56. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all streets within the subdivision. The landscaping includes a landscaped area along South Indiana Street and Brown Avenue. The landscape maintenance includes: irrigation, mowing, pruning, vegetation and rodent control, and a set amount aside for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 58. Total landscaped area to be maintained is 42,398 square feet. Maintenance activities within the Landscape and Lighting Maintenance District No. 56 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of Royal Oaks.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed and certain maintenance on the areas will be necessary during fiscal year 2021-2022. It is appropriate that the assessments be made in advance of the anticipated expenditure to provide working capital for the maintenance effort. In this District, assessments will be made during the 2021-2022 Fiscal Year:

Estimated Assessment 2021-2022

Maintenance	42,398 sq.ft, of landscaping area, XX lineal feet of masonry wall		
Lighting	50 ea. @ 5,800 lumens, 8 ea. @ 9,500 lumens		
Project Management	191 lots		
Fund Balance	\$ -		
Landscape	42,398 sq. ft. @ \$0.120	= \$	5,087.76
Graffiti Maintenance	42,398 sq. ft. @ \$0.025	= \$	1,059.95
Tree Maintenance	42,398 sq. ft. @ \$0.045	= \$	1,907.91
Postage/Printing	42,398 sq. ft. @ \$0.006	= \$	254.38
Utilities	42,398 sq. ft. @ \$0.020	= \$	847.96
Repair/Maintenance	42,398 sq. ft. @ \$0.025	= \$	<u>1,059.95</u>

Total Maintenance	42,398 sq. ft. @ \$0.241	= \$	10,217.91
Administrative Fee	\$ 10,217.91 x 10%	= \$	1,021.79
County Fee	191 lots @ \$ 1.00 per lot	= \$	191.00
Reserves 15% of total cost of maintenance		= \$	1,532.68
Estimated Cost Per Year \$ 12,963.08			

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 56 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 56. The establishment and maintenance of the improvements is a vital part of the development of Royal Oaks Subdivision. The City Council of Porterville has determined that to insure satisfactory levels of maintenance for the landscape and lighting at Royal Oaks Subdivision, it should become Landscape and Lighting Maintenance District No. 56. The subdivision consists of 191 Lots. The Landscape area, which benefits the 191 lots, is located along South Indiana Street and Brown Avenue.

Landscape and Lighting Maintenance District No. 56 will consist of an area comprising approximately 16.5 acres. A total of 191 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values

incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

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

Estimated 2021-2022 Assessment

Assessment (A) = \$ 12,963.08

Number of Lots 191

A = $\frac{\$ 12,963.08}{191}$ = \$ 67.86 per lot for Royal Oaks Subdivision

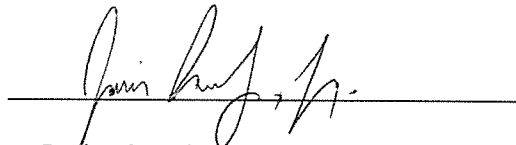
Total Assessment for 2021-2022 = \$ 12,963.08

Total developed lot count is 191 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.

3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 56 and determines the district.
4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 56.
5. Every year between May and August the Engineer of Work file a report with the City Council.
6. Every year between May and August, the City Council conducts a public hearing and approves, or modifies the individual assessments.



Javier Sanchez
Engineer of the Work



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Striping Program for 2021-2022

SOURCE: Public Works

COMMENT: The Public Works Department-Streets Maintenance Division is seeking authorization for the expenditure of funds for Annual Striping Services. Striping Services will consist of re-striping lane lines for arterial and collector streets throughout the city limits in addition to the replacement of existing street markings after asphalt maintenance projects. City staff currently re-paints all stop bars, stop legends, crosswalks, turn arrows, school legends, and school crosswalks. The City does not possess the equipment needed to maintain the existing travel lane lines; current efforts have been on as-needed bases dictated by overlay and street reconstruction projects, with a primary focus on implementing an aggressive roads maintenance program.

The City's Street Maintenance Program coupled with the re-striping of lane lines is necessary for the visibility and safety of the traveling public and a requirement to keep traveling lane lines up to code with the Manual on Uniform Traffic Control Devices. Staff requested quotes with a proposed quantity of lane miles and services for a potential fiscal year. Three quotes were received from surrounding area contractors for the fiscal year 2021-2022.

Striping Contractor	Quoted Cost of Service
T&T Pavement Striping	\$128,500
BBCS Seal & Striping	\$152,100
California Striping Service, Inc	\$158,240

After reviewing the three quotes, staff's recommendation is to award T&T Pavement Markings as the lowest bidder for the proposed scope of services. In the light of operational challenges, staff would also request the City Council to authorize the ability to use all three Striping companies should scheduling conflicts be encountered, in the order based on the quote for services (listed above). Funding for an Annual Striping Program will be available through Street Maintenance and Capital Improvement Overlay Program 2021-2022.

RECOMMENDATION: That the City Council:

1. Authorize staff to utilize annual striping contractor T&T Pavement Markings and Products Inc. for fiscal year 2021-2022;
2. Allow staff to substitute striping contractors pending schedule conflicts as ranked by there quote for services;

Item No. 18.

3. Allow for fund expenditures as defined by the operation for services from Street Maintenance Operations and Capital Improvement Projects Overlay Program; and
4. Authorize payment of services upon satisfactory completion.

ATTACHMENTS:

1. T&T Pavement Markings and Products Inc. Quote
2. BBCS Seal & Stripe Quote
3. California Striping Service, Inc Quote

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



"We are a non-union
Contractor"

3276 W. Sussex Way
Fresno, CA 93722

TIN #81-4165560
License #687921

Phone: 559-275-2879
Fax: 559-229-2527
tandtpavemark@hotmail.com
DIR Registration #1000046338
SB #2004666

Proposal

DATE: 6/3/2021

PROPOSAL #: 21-269

PREVAILING:

CUSTOMER:

City of Porterville
291 N. Main St.
Porterville, CA 93257
jbaeza@ci.porterville.ca.us

PROJECT:

2021-2022 Annual Striping

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK AS DESCRIBED BELOW:

This quote is for work performed, M-F, 6am-2pm. An additional cost will be added for weekend work.

****THIS PROPOSAL IS TO BE ACCEPTED AS A WHOLE AND NOT BROKEN OUT IN PARTS.****

Qty	Description	Total
	ALL STRIPING TO BE DONE IN 1 COAT OF PAINT EXCEPT FOR LINE ITEM #10 & 11	
1	LINE ITEM #1 Mobilization, Insurance	10,000.00
50,000	LINE ITEM #2 - \$.20 per foot Linear feet of 4" edge line (detail 27b)	10,000.00
50,000	LINE ITEM #3 - \$.17 per foot Linear feet of 4" broken line (detail 8), white or yellow	8,500.00
25,000	LINE ITEM #4 - \$.23 per foot Linear feet of 8" single solid line (detail 38a)	5,750.00
25,000	LINE ITEM #5 - \$.32 per foot Linear feet of 4" two way left turn (detail 31)	8,000.00
150,000	LINE ITEM #6 - \$.38 per foot Linear feet of double yellow center line (detail 21) includes black highlight in middle	57,000.00
50,000	LINE ITEM #7 - \$.19 per foot Linear feet of bike lane (detail 39)	9,500.00
1,000	LINE ITEM #8 - \$1.50 per foot Linear feet of yellow crosswalk removal	1,500.00
1,000	LINE ITEM #9 - \$1.75 per foot Install yellow crosswalk in thermoplastic (lf)	1,750.00

EXCLUSIONS FROM PROPOSAL: TRUNCATED DOMES, BOLLARDS, TEMPORARY/TIMBER BARRICADES, LEAD COMPLIANCE REMOVAL & LEAD COMPLIANCE PLANS (unless otherwise notated in proposal), SPECIALTY BUILDING SIGNAGE, REMOVAL BY WET SANDBLASTING AND CONCRETE WHEEL STOPS WITH DRAINAGE SLOTS.

Total:

*Please note: Payments made by credit card on final invoice will be subject to an additional 3.5% surcharge on the total cost to cover fees.

- *NOTE: Irrigation must be turned off 24 hours prior to commencing work.
- Please direct questions regarding this proposal to Tom Ochoa at (559) 217-7645.
- Upon acceptance of this proposal, please sign and email to our office.
- Proposal is not valid after 30 days without a signature.

IF PROPOSAL IS APPROVED, T&T REQUIRES A NOTICE OF 14 BUSINESS DAYS TO COMMENCE WORK.

Signature

Date Page 1



"We are a non-union
Contractor"

3276 W. Sussex Way
Fresno, CA 93722

TIN #81-4165560
License #687921

Phone: 559-275-2879
Fax: 559-229-2527
tandtpavemark@hotmail.com
DIR Registration #1000046338
SB #2004666

Proposal

DATE: 6/3/2021
PROPOSAL #: 21-269
PREVAILING:

CUSTOMER:

City of Porterville
291 N. Main St.
Porterville, CA 93257
jbaeza@ci.porterville.ca.us

PROJECT:

2021-2022 Annual Striping

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK AS DESCRIBED BELOW:

This quote is for work performed, M-F, 6am-2pm. An additional cost will be added for weekend work.

****THIS PROPOSAL IS TO BE ACCEPTED AS A WHOLE AND NOT BROKEN OUT IN PARTS.****

Qty	Description	Total
10	LINE ITEM #10 - \$405.00 each Removal of existing Slow School Xing legend	4,050.00
10	LINE ITEM #11 - \$375.00 each Installation of Slow School Xing legend in thermoplastic	3,750.00
1	LINE ITEM #12 Traffic Control	8,700.00
1	LINE ITEM #13 - \$.10 per foot Layout and cat track newly paved roads prior to applying pavement stripes	
	NOTE: At the end of the fiscal year, prior to the start of the new fiscal year, both parties (Contractor & City of Porterville) can agree upon a price increase due to wages and product cost at a rate not to exceed 8%.	

EXCLUSIONS FROM PROPOSAL: TRUNCATED DOMES, BOLLARDS, TEMPORARY/TIMBER BARRICADES, LEAD COMPLIANCE REMOVAL & LEAD COMPLIANCE PLANS (unless otherwise notated in proposal), SPECIALTY BUILDING SIGNAGE, REMOVAL BY WET SANDBLASTING AND CONCRETE WHEEL STOPS WITH DRAINAGE SLOTS.

Total:\$128,500.00

- *NOTE: Irrigation must be turned off 24 hours prior to commencing work.
- Please direct questions regarding this proposal to Tom Ochoa at (559) 217-7645.
- Upon acceptance of this proposal, please sign and email to our office.
- Proposal is not valid after 30 days without a signature.

*Please note: Payments made by credit card on final invoice will be subject to an additional 3.5% surcharge on the total cost to cover fees.

IF PROPOSAL IS APPROVED, T&T REQUIRES A NOTICE OF 14 BUSINESS DAYS TO COMMENCE WORK.

Signature

Date

Page 2

BBCS Seal & Stripe

1559 N. McCall Ave
CA 93657

Estimate

Date	Estimate #
6/3/2021	386

Name / Address
CITY OF PORTERVILLE 291 N. MAIN ST. PORTERVILLE, CA 93257

			Project
Description	Qty	Rate	Total
ANNUAL CONTRACT FOR FISCAL YEAR 2021/2022			
PROJECT: 2020 ANNUAL STRIPING			
LOCATION: PORTERVILLE			
ALL STRIPING TO BE DONE IN 1 COAT OF PAINT EXCEPT FOR LINE ITEM #10 & 11			
LINE ITEM #1			
MOBILIZATION & INSURANCE		9,700.00	9,700.00
LINE ITEM #2			
4" EDGE LINE (DETAIL 27B) LINEAR FEET	50,000	0.27	13,500.00
LINE ITEM #3			
4" BROKEN LINE (DETAIL 8) LINEAR FEET	50,000	0.22	11,000.00
LINE ITEM #4			
8" SOLID LINE (DETAIL 38A) LINEAR FEET	25,000	0.30	7,500.00
LINE ITEM #5			
4" TWO WAY LEFT TURN (DETAIL 31) LINEAR FEET	25,000	0.39	9,750.00
LINE ITEM #6			
DOUBLE YELLOW CENTER LINE (DETAIL 21) LINEAR FEET	150,000	0.45	67,500.00
LINE ITEM #7			
BIKE LANE (DETAIL 39) LINEAR FEET	50,000	0.26	13,000.00
LINE ITEM #8			
YELLOW CROSSWALK REMOVAL, LINEAR FEET	1,000	1.35	1,350.00
LINE ITEM #9			
INSTALL YELLOW CROSSWALK IN THERMOPLASTIC, LINEAR FEET	1,000	1.60	1,600.00
		Total	

BBCS Seal & Stripe

1559 N. McCall Ave
CA 93657

Estimate

Date	Estimate #
6/3/2021	386

Name / Address
CITY OF PORTERVILLE 291 N. MAIN ST. PORTERVILLE, CA 93257

			Project
Description	Qty	Rate	Total
LINE ITEM #10 REMOVAL OF EXISTING SLOW SCHOOL LEGEND, EACH	10	450.00	4,500.00
LINE ITEM #11 INSTALLATION OF SLOW SCHOOL XING LEGEND, THERMOPLASTIC, EACH	10	400.00	4,000.00
LINE ITEM #12 TRAFFIC CONTROL, LUMP SUM	1	8,700.00	8,700.00
LINE ITEM #13 \$.10 PER FOOT LAYOUT & CAT-TRACK NEWLY PAVED ROADS PRIOR TO APPLYING PAVEMENT STRIPES.			
LIC#913057 DIR#1000005617			
		Total	\$152,100.00

CALIFORNIA STRIPING SERVICE, INC
6062 N. BETHEL CLOVIS, CA. 93619
559-325-2986/ FAX 559-325-6409
CELL 559-289-5133
DIR# 1000013941
LIC# 766797

DATE: 3-25-20

REVISED 6-2-21

TO: CITY OF PORTERVILLE
ATTN: JOE
RE: 2021/2022 ANNUAL STRIPING QUOTE

SCOPE OF WORK:

ITEM #1	MOBILIZATION	= \$10000.00
ITEM #2	DET. 27B 50,000LF @ \$.29LF.	= \$14500.00
ITEM #3	DET. 8 50,000LF. @ \$.24LF.	= \$12000.00
ITEM #4	DET. 38A 25,000LF. @ \$.32	= \$6250.00
ITEM #5	DET. 31 25,000LF. @ \$.41	= \$10250.00
ITEM #6	DET. 21 150,000LF. @ \$.47	= \$70500.00
ITEM #7	DET. 39 50,000LF. @ \$.28	= \$14000.00
ITEM #8	X-WALK REMOVAL 1000LF. @ \$1.37	= \$1370.00
ITEM #9	X-WALK THERMO 1000LF. @ \$1.62	= \$1620.00
ITEM #10	REMOVE SSX <u>10 @ \$425.00 EA.</u>	= \$4250.00
ITEM #11	SSX THERMO <u>10 @ \$450.00 EA.</u>	= \$4500.00
ITEM #12	TRAFFIC CONTROL	= \$9000.00

TOTAL QUOTE-----= \$158,240.00

IF YOU HAVE ANY QUESTIONS PLEASE GIVE ME A CALL.

**THANK YOU,
MARK SHARER**



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Annual Hauling Services for Asphalt Maintenance Program

SOURCE: Public Works

COMMENT The Public Works Department-Streets Maintenance Division is asking approval for the expenditure of funds for Annual Asphalt Hauling Services. Secured pricing and services for asphalt hauling will simplify efforts for the 2021-2022 Overlay season. Historically, staff has had to secure transport of asphalt on a project by project bases, presenting challenges for project scheduling. As the City continues to develop a robust asphalt maintenance program, staff is continuing to look for opportunities to increase efficiency. These efforts enable the Department to maintain staffing levels, reduced equipment operations cost, and complete a higher volume of overlays throughout the City; improving the quality of transportation. With the volume of asphalt material that needs to be delivered during the overlay session and overlay preparations, staff sought quotes for services from local trucking companies for hauling services during Fiscal Year 2021-2022.

Hauling Services Contractor

Mike Clark Trucking
Terry Johnson Trucking, Inc.
W.T.B., Inc

Quoted Cost of Service

@ \$115.00 /hr.
@ \$120.00 /hr.
@ \$120.00 /hr.

After reviewing the quotes received, staff recommends awarding Mike Clark Trucking as the lowest bidder for the proposed scope of services. In the event of operational challenges, staff seeks authority from the City Council to authorize the ability to use all three haulers should staff encounter scheduling conflicts. Staff proposes to prioritize awarding the services in the quoted amount and in the order identified above. Funding for services will be made available from the Capital Improvement Projects Overlay Program.

RECOMMENDATION: That the City Council:

1. Authorize staff to utilize an annual hauling services contractor Mike Clark Trucking for fiscal year 2021-2022;
2. Allow staff to substitute annual hauling contractor pending schedule conflicts as ranked by the quote for services;
3. Allow for fund expenditures as defined by the operation for services from the Capital Improvement Projects Overlay Program; and
4. Authorize payment of services upon satisfactory completion.

ATTACHMENTS:

1. Mike Clark Trucking Quote
2. Terry Johnson Trucking, Inc. Quote
3. W.T.B., Inc. Quote

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Mike Clark Trucking
19385 Ave. 144, Porterville Ca.
Fax (559)784-8832 Office (559)784-5486 Cell (559)359-9918
C. S. B. #1770985 ca. #304331

Date: April 5, 2021

To : Joe Baeza (jbaeza@ci.porterville.ca.us)

PROJECT : Trucking Quote For The Fiscal Year 2021 Thru 2022

Cold mix out of Jaxon Baker Deer Creek in double bottoms to Porterville City yard & distribution to various other sites within the city @ \$115.00 per hr.
Six hour minimum

Standby on hauling is at \$1.92 per min. after 10 min. loading and unloading, 10 & 30 min. in transfers added to tonnage price terms. All other trucking in transfers or demo dumps at \$120.00 per hour, double bottoms or super at \$115.00 per hour. 4 hour minimum. Billing will be every two weeks, pay at net thirty days. B & P Code Section 7108.6 , penalty by the Debtor to the Carrier of two percent of the amount due per month for every month payment is outstanding.

QUOTE GOOD FOR (6) SIX MONTHS FROM THIS DATE



Terry Johnson Trucking, Inc.

31186 West Gale Avenue
Coalinga, CA 93210

Ph: 559-935-0371
Fax: 559-935-5803

8270 E. Lacey Blvd.; Hanford, CA (559) 584-2622 * 5942 Old Stage Rd.; Fountain Springs, CA (559) 534-2491
1860 W. Betteravia Road, Santa Maria CA (805) 928-2202

QUOTATION

May 5, 2021

City of Porterville
555 N. Prospect
Porterville, CA 93257
Ph: (559) 782-7514
e-mail: jbaeza@ci.porterville.ca.us
Attn: Joe Baeza

Re: Annual Hauling Contract 2021-2022

Porterville, CA

Joe:

For your consideration, the following are Terry Johnson Trucking, Inc.'s haul rates for materials delivered to the City of Porterville Corporate yard and Various Locations.

Bottom Dumps..... \$120.00/hour

Above mentioned rates are for trucking service only and do not include material cost. Also, stockpiling is the only type of service included in the above-mentioned rates; other types of service will be subject to rate adjustment including, but not limited to, stand by charges. 48-hour notice is needed for all schedule request. There will be a 6-hour minimum for all trucking under 6 hours and an 8-hour minimum for all work over 6.1 hours Thank you for the opportunity to quote this project. Please call if you have any questions or comments.

Sincerely,

Brian Jones

Brian Jones
Superintendent
Terry Johnson Trucking, Inc.

Accepted by: _____

Signature _____ Date _____

Printed Name & Title

**This quote is limited to acceptance within 20 days of the bid opening after which time quotation is subject to review/revision.*

** Due to the strict California emissions laws, we cannot be held responsible for shortage of trucks on any project.*

**Rates quoted are DAY rates unless specified otherwise.*

****Night rates are quoted as an 8 hour minimum.***

** Material and trucking subject to availability.*

** Haul rates do not include tarping.*

** The terms of this quote shall become an integral part of the Purchase Agreement and shall govern over any conflicting language.*

**All taxes applicable to the sale or delivery of materials will be invoiced and paid by the customer.*

**Terms are Net 30.*

Fax Cover Sheet

W.T.B., INC.
7093 W. BELMONT
FRESNO, CALIFORNIA 93722
(559) 275-1998
(559) 275-1995

Send to:	From: Christina Tanney
Attention:	Date: May 4, 2021
Office Location:	Office Location: FRESNO, CA.
Fax Number:	Phone Number: (559) 275-1998

☐ Please Sign and Return

_____ Agent or Representative

_____ Date

Total pages, including cover: 2

General Conditions: Unless otherwise specified a 6-hour day, 8-hour night/weekend minimum will be incurred on any trucking day, as well as an 8% increase on all rates for nights and weekends. On all night work there will be a 24-hour cancellation policy or an 8-hour minimum will be applied. There will also be a 10% increase for all rubberized asphalt in transfers. **All tonnage quotes are per U.S. ton, based on full loads and direct routes to and from the jobsite and never will any averaging of standby be allowed. Standby will be assessed at the first point of arrival or delay due to the construction site (i.e., traffic control, detours, etc.) and will end when the truck is free and clear to return to the plant or point of origin without delay. If for any reason there is a dispute over standby all tonnage prices will be reversed to hourly rates. If two or more trucks are sent back on standby and don't receive a load there will be a return charge applied for each truck that does not receive a load.** A fuel increase will be applied to all rates at 2% for every \$0.20 increase of current fuel rate at bid time. For a current rate on fuel please refer to www.eia.gov on-highway retail diesel prices. All quotes including material subject to change without notice depending on material availability. Also, please note that material prices do not include material environmental fees. All individual quotes will be void if this quote is not used in its entirety. It will be customer's responsibility for any citations written for load showing or over loads from job site off hauls. **Also, it is customer's responsibility to make WTB aware of any prevailing wage costs associated with project. All trucking rates shown are "non-prevailing" unless specified. WTB will pass on the extra costs associated with prevailing wage to the customer.** To ensure truck availability WTB requires a weekly estimate of trucks needed, with a minimum of 24-hour notice of confirmation for the scheduling of trucks. With the major shortage of trucks due to the new EPA state mandates, WTB will not be held liable for any shortages of trucks on any project. Please be advised WTB Inc. is a Vendor not a Sub Contractor.

Life of Quote: Unless otherwise specified herein this quote will be VOID 30 days after the noted bid date of WTB Inc. Due to material availability and price fluctuations all material prices will be VOID after 30 days.

Payment: All invoices shall be paid by the 20th of the following month. WTB Inc. is a Vendor-Supplier not a Sub Contractor, late payments will be assessed carrying charges at 1.5% compounded monthly on the outstanding balance. If a dispute arises between the parties, the prevailing party shall be entitled to recover attorney fees in addition to any other relief to which the party may be entitled.

Acceptance: Buyer shall SIGN and RETURN this quote sheet confirming "Special Conditions", price and estimated delivery date, via fax or return mail. **Failure to return a signed copy within 5 days after the start of quoted project constitutes complete and full acceptance.**

**City of Porterville, Cold Mix to Porterville Yard & Delivery to
Various Locations Fiscal Year 2021-2022**

Trucking Prices Only:

Day Hourly Rates:

Double Bottoms \$120.00

Transfers \$120.00

End dumps \$125.00

Demo 10's: \$125.00

10 Wheelers \$115.00

Please Note:

~ Please let WTB know within 24-hours of bid time if you will be using our quote.



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Asphalt Grinding Program Fiscal Year 2021-2022

SOURCE: Public Works

COMMENT: Staff is seeking City Council authority for the expenditure of funds to contract with a grinding contractor for annual services. Such a contract would secure pricing for services and would greatly improve the efficiency and quality of efforts for the FY 2021-2022 Overlay Season. It is proposed that the grinding services consist of the milling of city streets, gutters edge, and the blending of existing asphalt during dig outs and transitions through the project areas. The proposed services would help maintain or replace the asphalt with the proper thickness, which is critical for the longevity of durability in overlay projects.

With the utilization of a grinding contractor, City staff is capable of overlaying streets that have a higher than normal Pavement Condition Index (PCI) rating in lieu of a complete reconstruction, resulting in a quality finished product. Staff believes that this process would add years to the life of a street, and the cost savings could be used to further the City's Street Maintenance Program. It would further assist the Public Works Department in maintaining minimum staffing levels, reduce equipment operations/maintenance costs, and improve the quality of the finished overlay product.

Staff has received three quotes for services from three local contractors for the Fiscal Year 2021-2022:

Grinding Contractor	Quoted Cost of Service
J. Mack Enterprises Inc.	\$3,550 @ 8hr Rental
Pavement Recycling Systems Inc.	\$3,775 @ 8hr Rental
Precision Cold Planing Inc.	\$4,200 @ 8hr Rental

After reviewing the three quotes received, staff's recommendation is to award J. Mack Enterprises Inc., as they were the lowest bidder for the proposed scope of services. In the event of operational challenges, staff also seeks authority from the Council to authorize staff the ability to use all three grinding contractors should scheduling conflicts occur. Staff proposes to prioritize awarding the services in the quoted amount and in the order identified above. Funding for an Annual Grinding Contractor has been programmed in the Capital Improvement Budget 2021-2022 in the amount of \$50,000 from the Special Gas Tax Fund.

RECOMMENDATION: That the City Council:

Item No. 20.

1. Authorize staff to utilize annual grinding contractor J. MACK Enterprise Inc. for fiscal year 2021-2022; and
2. Allow staff to substitute annual grinding contractor pending schedule conflicts as ranked by the quote for services.

ATTACHMENTS:

1. J. Mack Enterprises Inc. Quote
2. Pavement Recycling Systems, Inc. Quote
3. Precision Cold Planing, Inc. Quote

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

J. MACK

ENTERPRISES, INC.
ASPHALT MILLING

P.O. Box 7600

Date 1/1/2021

Price Quotation

2021 ASPHALT GRINDING RENTAL
RATE

Certified Small Business
#1731864
License #877657

DIR #1000004036

Job Location

Phone
Fax

Phone 5596229911
Fax (559) 622-9939

Attention:

Bid # 4998

Bid Date 1/1/2021

Item	Description
	2021 RENTAL RATE SHEET FOR BIDDING PURPOSES ONLY- PRICES SUBJECT TO CHANGE
	ASPHALT GRINDING (ONLY) AS DIRECTED: DAILY RENTAL RATES
	4' OPERATED MILLING MACHINE FOR (0-8 HOURS) REGULAR HOURS \$3,550.00
INCLUDES	Cut & load into your trucks, Grind A/C as directed
EXCLUDES -	Milling any concrete, Hauling, Sweeping, Traffic Control, Supplying water by truck, Layout, Handwork (Mini Grinder and/or Jack Hammer), Trimming trees/shrubs that may interfere w/milling process, Areas not accessible to our machine, Any specific guarantee of gradation, Sawcutting Sales Tax

It is our goal to offer quality work, with quality people, at competitive pricing. We THANK YOU for the opportunity to prove it.

1. This bid is not divisible. All items in this quotation must be accepted for the prices set forth above to be effective. This quotation will be incorporated into the subcontract between the parties.
2. All areas to be ground shall be clearly marked by the General Contractor or Agency Representative prior to commencement of grinding.
3. The above stated price does not include permits, bonds, state or local taxes.
4. USA notification is to be done by the General Contractor prior to commencement of work.
5. Costs of repairs to damaged machinery due to hitting unmarked obstacles (i.e. water valves, manholes, buried steel or iron) will NOT be the responsibility of the General Contractor.
6. All teeth over one complete set will be charged to the contractor. This applies to daily rental only.
7. Back charges to J. Mack on unit price projects must be communicated by the contractor in written form within 48 hours from the time of the occurrence. Back charges are limited to the daily rental rate of our machine. No back charges will be accepted on daily rate rental projects.
8. Unless agreed otherwise, payment is due and payable within 30 days of billing. California Prompt Payment laws shall also apply. Code Section 7108.5 - Prime contractor or subcontractor shall pay to any subcontractor, not later than 10 days after receipt of payment for that portion of work.
9. Items not specifically included within the quotation are considered excluded (Permits, Testing, Bonds).
10. If an Insurance Certificate requires a Waiver of Subrogation, an additional charge of \$250.00 will be applied.
11. NO RETENTION to be withheld on rental rate work.
12. Retention on unit price work performed by J. Mack longer than 60 days after completion or acceptance of J. Mack's work.
13. Customer acknowledges the scope of J. Mack's work includes changing the elevation of the existing roadway. J. Mack will have no obligation of defense or indemnity arising of claims which are the result of J. Mack's normal construction activity.
14. J. Mack shall not be held liable for damage of property caused by unraveling of the milled surface after the contractor has reopened the milled roadway to public traffic.
15. Unless listed at bid time, price quotation is good for 30 days from date of bid.
16. If a job is cancelled by a customer after J. Mack's equipment and crew has been dispatched, regardless of conditions, customer will assume responsibility for all mobilization charges.
If a job is cancelled by a customer after J. Mack has been on jobsite, regardless of conditions, customer will assume responsibility for time incurred. (minimum 2 hour show-up)
17. The unit prices are quoted are for the estimated quantities set forth herein. The prices are subject to adjustment if the quantity of an item increases or decreases twenty percent (20%) or more from the estimate. Proposal is for Monday through Friday (Non Holiday) normal daytime hours.



An Employee Owned Company
**OTHERS TALK SAFETY,
 WE LIVE IT!**

Proposal and Contract**Pavement Recycling Systems, Inc**

CA License# 569352
 OR License# 185556

DIR# 1000003363
 UT License# 6982390-5501
 ID License# 015231-AA-2

NV License# 0036228
 AZ License# 183900
 WA License# 602-840-640

10240 San Sevaire Way, Jurupa Valley, CA 91752

Phone: (951) 682-1091 Fax: (951) 682-1094

From: Mike Akins

Email: makins@pavementrecycling.com

To: Joe Baeza
 City of Porterville

Quote No: 1784057

Phone: () -

Fax: () -

Bid Date: 4/15/2021

jbaeza@ci.porterville.ca.us

We propose to furnish you with labor and material per your representation of job requirements as follows:

City of Porterville 4' Milling Machine Rental Rates Fiscal Year 2021/2022

Item No	Description	Quantity	UOM	Unit Price	Total Price
Schedule 1					
1	4' Milling Machine Rental First 4 Hours	1	LS	2,800.000	\$2,800.00
2	4' Milling Machine Rental Day Rate	1	DY	3,400.000	\$3,400.00
3	Mobilization	1	EA	375.000	\$375.00

Rental Special Conditions

- Item #1 includes: Provide One (1) 4' Cold Planer operated and maintained for up to 4 hours per day. After the first 4 hours for each shift worked, the hourly rate of \$300/hr will apply.
- Item #2 includes: Provide One (1) 4' Cold Planer operated and maintained for up to 8 hours per day. After 8 hours for each shift worked, the hourly rate of \$500/hr will apply.
- Item #3 includes: One (1) Mobilization for the move on and off the project.
- Excludes: Traffic control, water/water truck, hauling, sweeping, detailing/handwork, removal of pcc, survey/project layout, maintenance of the project.
- Excludes: USA notification, location and marking. Please see "General Conditions".
- All work is to be performed under the direct supervision and control of the customer. Customer accepts all liability for any claims arising from work performed as directed.

General Conditions

ACCEPTANCE of this bid/proposal/quotation (Bid) from PAVEMENT RECYCLING SYSTEMS, INC. (PRS) requires that the PRICING, SPECIAL CONDITIONS and the GENERAL CONDITIONS of this Bid be included in any subcontract or purchase order agreement (Contract) and the Bid terms and conditions take precedence over any conflicting terms.

PRS will not surrender any portion of extra work or force account mark-ups except those reserved by the owner for the General Contractor.

California prompt pay statutes shall be enforced.

Unless otherwise defined in the SPECIAL CONDITIONS of this bid PRS excludes from the services quoted her all: MAINTENANCE AND PROTECTION OF THE MILLED SURFACE, TRAFFIC CONTROL, SURVEYING, LAYOUT, SAWCUTTING AND TEMPORARY TAPERS. Upon completion of each segment of the designated work by PRS the work shall be deemed accepted and approved and the Customer shall assume maintenance and protection of the work. All utilities, obstructions, and foreign objects in the work zone must be marked and located by the Customer prior to PRS's work. PRS excludes any damage to unmarked or improperly located obstructions in the zone of work. PRS excludes notification to any underground alert service, marking or location of underground utilities. By accepting the Bid the Customer accepts sole responsibility for, and all subsequent liabilities coincident with the following requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the California Government Code. Any indemnity and defense obligation required from PRS shall be proportional and limited to the extent PRS's acts, omissions, fault or negligence contribute to any alleged or actual claims or damages. Insurance included in this Bid: Commercial Liability \$1MM per occurrence / \$2MM aggregate; \$2MM Products and Completed Operations Aggregate; \$1MM Personal and Advertising Injury; \$1MM Commercial Auto; Worker's Compensation coverage per statute.

Date:

Accepted By:



COLD PLANING, INC.
Cold Planing, Pulverization and Soil Stabilization

13552 Calimesa Blvd, Yucaipa, CA 92399-2304
Lic. # 832640 C-12 D.I.R. #1000006264
Office - 909-446-0010 Fax - 909-446- 8435

Date: 5/16/2021

Quote # JP6280CP

Attn: Joe Baeza
Company: City of Porterville

Cell: (909) 855-3178
Tel: (909) 446-0010
Fax: (909) 446-8435
Email: JPURVIS@PRECISIONCOLDPLANINGINC.COM

Project Name: Fiscal Contract 2021 - 2022
Project Location: Various Locations

Good Through: 7/1/2022
Estimator: JASON PURVIS

	Description	Quantity	U/ Measure	U/Price	Total Price
R-D	4' Cold Planer	1.00	Daily	\$4,350.00	
R-OT	4' Cold Planer Overtime Rate	1.00	Hr.	\$500.00	

Inclusions:

R-D-Provide operated and maintained 48 Inch wide cold planer. Price includes the move in & out.

R-OT-Rate per each additional hour (after the first 8 hrs. & up to 12 hrs.) billed in half hour increments.

*Quote based on rental being performed during regular weekday, day time working hours.

*Cold Planer rental will be billed by the daily ratecharge plus additional machine hours worked for overtime in half hour increments.

*A rate of \$100.00 per hour will be billed to meet union operator hourly minimums, ONLY if billable machine hours fall short there of.

*Extended Distances or Mountain areas- Additional Mob charges will apply.

Exclusions: USA, SWPPP, Sweeping/Clean up (unless otherwise noted), lighting/light towers for night work, permits, posting, potholing, marking or layout, survey, tree trimming, traffic control/closures, mini grinder (unless otherwise noted), detail/hand work (unless otherwise noted), profile milling, saw cutting, striping, temporary striping/traffic markers, tabs, water to be supplied (by contractor) readily accessible to our equipment, supplying materials/placing/maintaining temporary ramping and/or tapers, areas not accessible to our equipment both horizontally and vertically, disposal of material not removed after initial sweeping, disposal of contaminated asphalt, slurry and/or asphalt overlay removal from concrete gutters, dirt, hazardous waste, aggregate base, fabric of any kind, grinding of pcc (concrete), clay, construction debris, jobsite maintenance, lowering/plating/protection of manholes/water valves/utilities. Special hours or night work (unless otherwise noted). Specialty safety training/badging and cost thereof. Upon completion of our work, Precision Cold Planing, Inc. is relieved of all liability for work completed; protection/maintenance shall become the responsibility of others.

*This Quotation shall become part of any future contract/purchase order unless otherwise agreed and must be signed and returned within 30 days from date of submission for Good Through date to apply.

*Three (3) weeks lead time required to schedule mobilizations.

*Delays or problems encountered on the job will be billed accordingly.

*Damage to equipment by unmarked items in grade to be invoiced at a time and material basis plus markup.

*Precision Cold Planing, Inc. excludes notification to any underground alert service, marking and/or location of any underground utilities. Upon execution/acceptance of this quote the customer accepts sole responsibility for any/all subsequent liabilities coincident with the following requirements of the California regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the government code.

Accepted By: _____ Date: _____



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Request for Approval of The Cold Mix Asphalt Overlay Program 2021-2022

SOURCE: Public Works

COMMENT: Staff is requesting the expenditure of \$1,000,000 in Fiscal Year 2021-2022 for the Cold Mix Asphalt Overlay Maintenance Program.

In addition to work performed in support of the Annexation Sewer Projects, staff has surveyed and prepared a list of streets that qualify for this year's program based on their condition. Proposed treatments include traditional curb to curb overlay, dig out and repair with cold mix asphalt, and blade patching. The streets selected are as follows:

1. Orange Avenue from Westwood Street to River Springs Avenue
2. Putnam Avenue from Waukesha Street to Prospect Street
3. Putnam Avenue from Maston Street to Cobb Street
4. Prospect Street from Tomah Avenue to Olive Avenue
5. Westfield Avenue from Villa Street to Jaye Street
6. Jaye Street from Westfield Avenue to Mulberry Avenue
7. Williford Drive from Mulberry Avenue to Henderson Avenue
8. Mulberry Avenue from Howland Street to Shadowood Street
9. Date Avenue from G Street to E Street
10. Oxford Street from Kings Cross Way to White Chapel Way
11. Wellington Street from Kings Cross Way to White Chapel Way
12. Cricklewood Court from Kensington Way to west End of Culdesac
13. Maritza Place from Luisa Avenue to End of Culdesac
14. Oxford Place from Luisa Avenue to End of Culdesac
15. Luisa Avenue from Westwood Street to Silver Maple Street
16. Kings Cross Way from Westwood Street to Kensington Way
17. Cottage Street from Theta Avenue to Mulberry Avenue
18. Ruth Street from Poplar Avenue to Vandalia Avenue
19. Sierra Street from Vandalia Avenue to Mountain View Avenue
20. Park Street from Corona Drive to Date Avenue
21. Park Street from 66 N, Park Drive to Putnam Avenue
22. Grace Circle from Roche Street to End of Road
23. Vandalia Avenue from Ruth Street to Sierra Street
24. Gibbons Avenue from Main Street to 4th Street
25. Poplar Avenue from Mesa Oak Drive to Indiana Street
26. G Street from Olive Avenue to Orange Avenue
27. H Street from Olive Avenue to Orange Avenue

Surface Transportation Program funds and Measure R Local funds are the source of funding for this program.

RECOMMENDATION: That the City Council:

1. Approve the Fiscal Year 2021-2022 Asphalt Overlay Program; and
2. Authorize the expenditure of \$1,000,000 in FY 2021-2022 for the Asphalt Overlay Program.

ATTACHMENTS: 1. Overlay Projects 2021-2022

Appropriated/Funded:

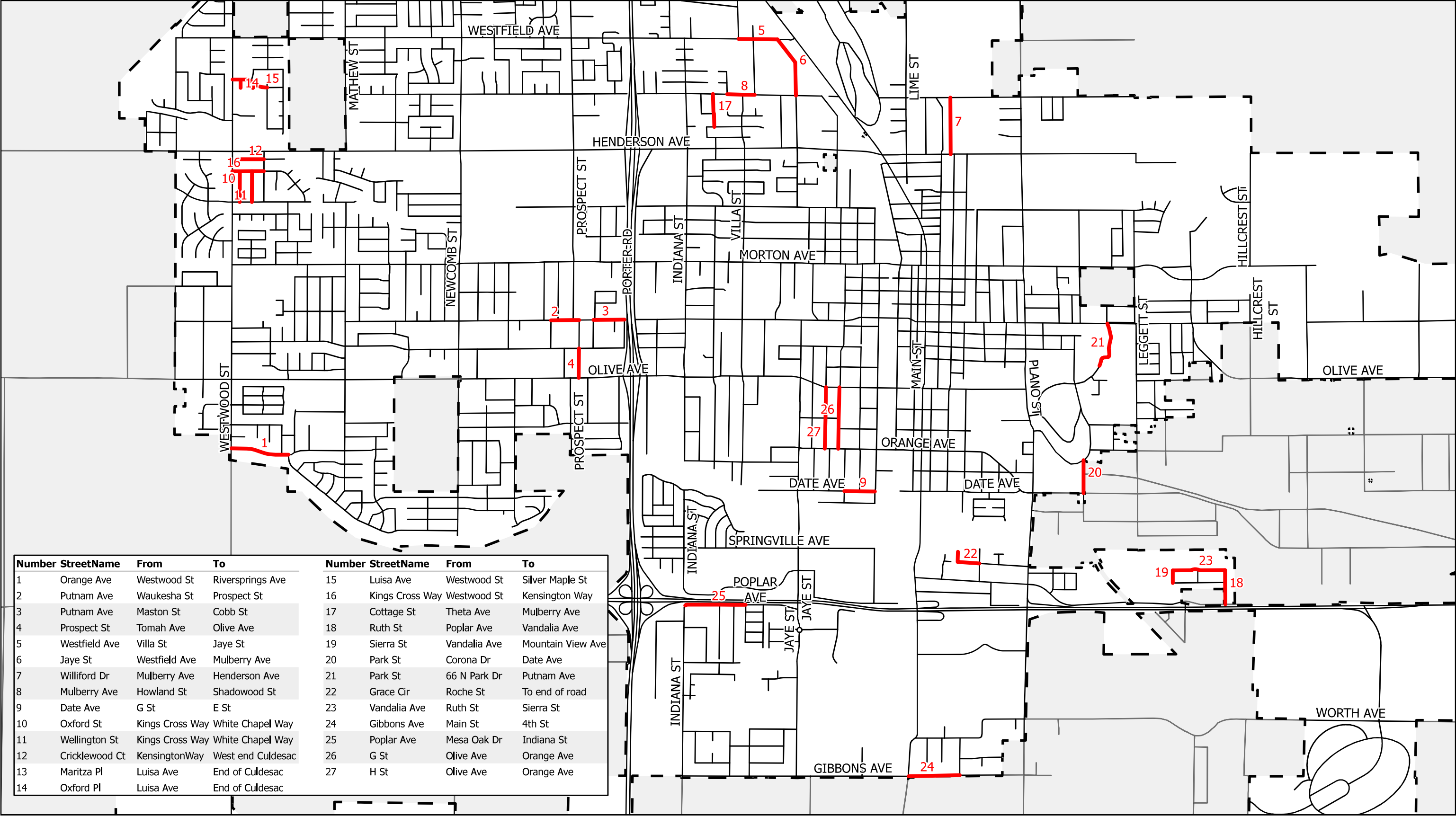
Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Overly Projects 2021/2022

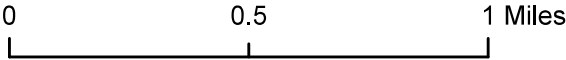


Number	StreetName	From	To	Number	StreetName	From	To
1	Orange Ave	Westwood St	Riversprings Ave	15	Luisa Ave	Westwood St	Silver Maple St
2	Putnam Ave	Waukesha St	Prospect St	16	Kings Cross Way	Westwood St	Kensington Way
3	Putnam Ave	Maston St	Cobb St	17	Cottage St	Theta Ave	Mulberry Ave
4	Prospect St	Tomah Ave	Olive Ave	18	Ruth St	Poplar Ave	Vandalia Ave
5	Westfield Ave	Villa St	Jaye St	19	Sierra St	Vandalia Ave	Mountain View Ave
6	Jaye St	Westfield Ave	Mulberry Ave	20	Park St	Corona Dr	Date Ave
7	Williford Dr	Mulberry Ave	Henderson Ave	21	Park St	66 N Park Dr	Putnam Ave
8	Mulberry Ave	Howland St	Shadowood St	22	Grace Cir	Roche St	To end of road
9	Date Ave	G St	E St	23	Vandalia Ave	Ruth St	Sierra St
10	Oxford St	Kings Cross Way	White Chapel Way	24	Gibbons Ave	Main St	4th St
11	Wellington St	Kings Cross Way	White Chapel Way	25	Poplar Ave	Mesa Oak Dr	Indiana St
12	Cricklewood Ct	KensingtonWay	West end Culdesac	26	G St	Olive Ave	Orange Ave
13	Maritza Pl	Luisa Ave	End of Culdesac	27	H St	Olive Ave	Orange Ave
14	Oxford Pl	Luisa Ave	End of Culdesac				

Legend

Overlay Projects 2021-2022

City Limits





CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Request for Approval of the Street Sections for the Fiscal Year 2021-2022 Asphalt Hot Mix Program

SOURCE: Public Works

COMMENT: Staff is requesting the expenditure of \$500,000 in Fiscal Year 2021-2022 for the Asphalt Hot Mix Program. Staff has surveyed and prepared a list of streets sections that qualify for this fiscal year's Asphalt Hot Mix Program; qualification is based on the condition and potential that this repair work will prolong the need for reconstruction. Proposed treatment is a typical grind out and pave back using an asphalt paver with Asphalt Concrete Hot Mix. The streets sections identified are as follows:

1. Porter Street from Olive Avenue to Putnam Avenue
2. Indiana Street from Morton Avenue to Putnam Avenue
3. Newcomb Street from Henderson Avenue to Mulberry Avenue
4. Teapot Dome Avenue from State Route 65 to west City Limits
5. Main Street from Olive Avenue to Orange Avenue

The Asphalt Hot Mix Program will be funded by Measure I funds up to \$500,000.

RECOMMENDATION: That the City Council approve the street sections for the Fiscal Year 2021-2022 Asphalt Hot Mix Program.

ATTACHMENTS: 1. Hot Mix Projects 2021-2022

Appropriated/Funded:

Review By:

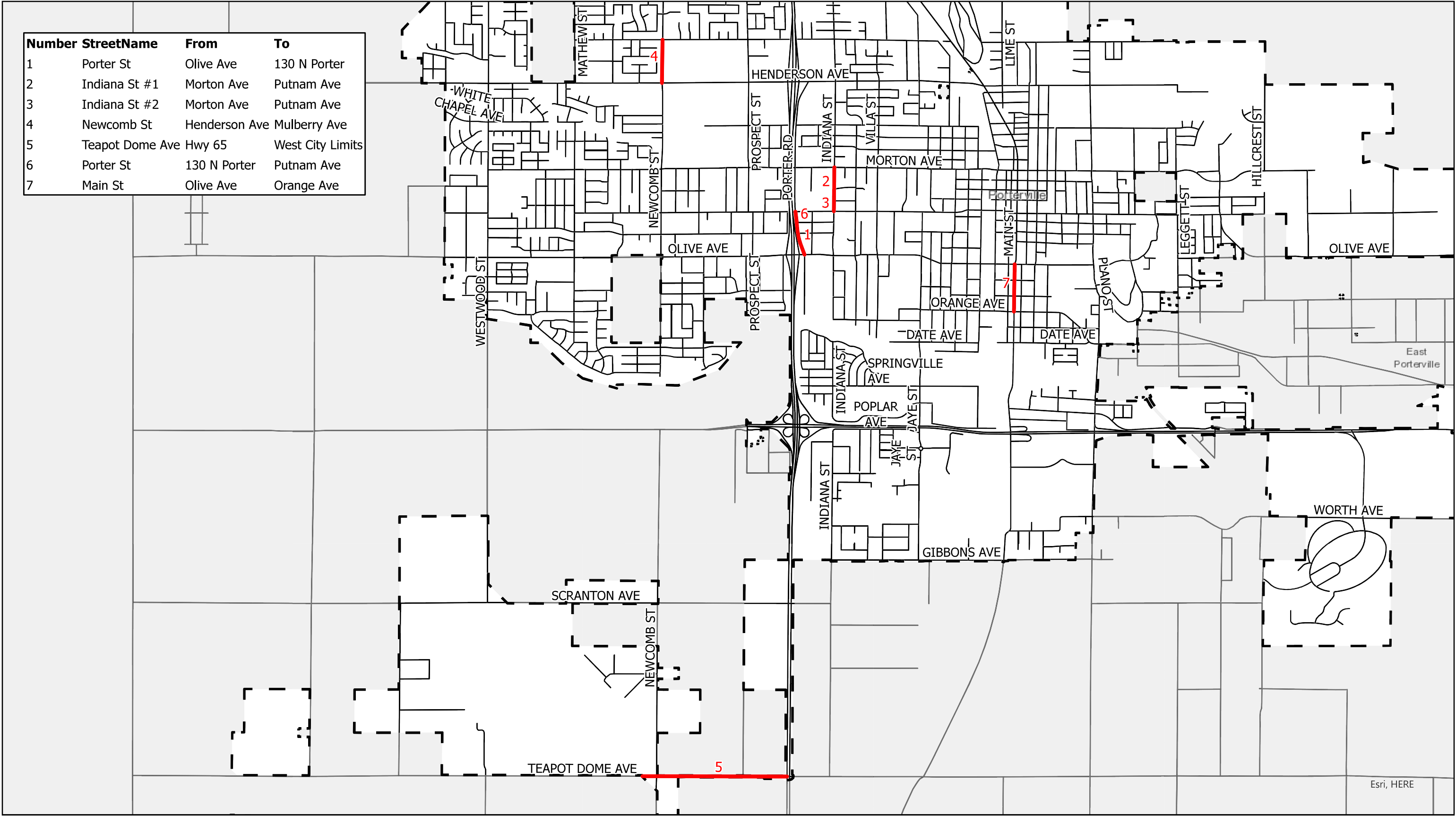
Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Hot Mix Projects 2021/2022

Number	StreetName	From	To
1	Porter St	Olive Ave	130 N Porter
2	Indiana St #1	Morton Ave	Putnam Ave
3	Indiana St #2	Morton Ave	Putnam Ave
4	Newcomb St	Henderson Ave	Mulberry Ave
5	Teapot Dome Ave	Hwy 65	West City Limits
6	Porter St	130 N Porter	Putnam Ave
7	Main St	Olive Ave	Orange Ave



Legend

- Hot Mix/Cold Mix Projects 2021/2022
- City Limits

0 0.5 1 Miles





CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Laboratory Instrument Service Contracts

SOURCE: Public Works

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

Gas Chromatograph/Mass Spectrometer, Agilent Technologies - \$9,276 for one year contract effective August 1, 2021 to July 31, 2022.

Inductively Coupled Plasma Optical Emission Spectrometer, Thermo Electron North America LLC - \$11,715 for one year contract effective June 8, 2021 to June 7, 2022.

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

RECOMMENDATION: That the City Council:

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

ATTACHMENTS:

1. Agilent Technologies Renewal Quote
2. Thermo Electron North America LLC Renewal Quote

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Quote Reference #0900649532

Coverage from 08/01/2021 to 07/31/2022

To make changes or get assistance, contact your sales rep: **Samantha Weber** SAMANTHA.WEBER@NON.AGILENT.COM

CONTACT INFO	EQUIPMENT LOCATION
Caroline Thomason City of Porterville 1 5597827510 cthomason@ci.porterville.ca.us	City of Porterville 1265 W Grand Ave PORTERVILLE CA US 93257-0001

Coverage Summary

GCMS 5975 Diffusion System			
System Handle: 13652-ORP		CrossLab Silver - Extended	\$9,276.00
View 2 Components			
COMPONENT	MODULE #	SERIAL #	END OF GUARANTEED SUPPORT
5975C VL inert MSD EI Diffusion Pump	G3170A	US62713652	12/31/2020
6890 Plus GC system	G1530A	US00002121	03/31/2013
Total before Tax (USD)			\$9,276.00
Sales Tax 0.000 %			\$0.00
Total (USD)			\$9,276.00
Payment Terms			Net 30 Days
Billing Frequency - Annual			

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

Thermo Electron North America LLC

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

CAROLINE THOMASON
CITY OF PORTERVILLE
1265 W GRAND
PORTERVILLE CA 93257

Phone: 559-782-7510

Fax:

Email: CTHOMASON@CI.PORTERVILLE.CA.US

SERVICE PLAN QUOTATION	
QUOTATION Number:	21495846 /
Coverage Start Date:	June 08, 2021
Coverage End Date:	June 07, 2022
Quotation Expires:	June 08, 2021

Dear CAROLINE THOMASON,

Thank you for being a valued Thermo Fisher Scientific customer. The current coverage for your instrumentation will expire in the coming months.

The following details a Service Plan that will help you gain the greatest value from your technology investment.

Some key benefits of purchasing a Service Plan for your instrument may include:

- ~ 50% faster onsite response time with 30-40% reduced downtime compared to billable customers
- ~ 35% remote resolution of issues with exclusive access to enhanced technical support with digital remote support tools
- ~ Priority access to more than 2,000 field service professionals with an average of 18 years' experience

I ask that you please review the following proposal. If you wish to purchase the Service Plan, please forward the following via email (preferred) or fax to my attention:

- ~ A signed copy of the proposal
- ~ A copy of the respective Purchase Order
 - Ensuring the PO reflects Thermo Electron North America LLC as the vendor/supplier
 - Referencing this proposal number on the PO

Please review the Equipment Location Summary at the end of the proposal to ensure accuracy. For any questions or revisions, please contact me.

On behalf of our team, thank you for choosing Thermo Fisher to be your preferred service provider.

Sincerely,

SUSAN RINZEL
608-276-6222

Thermo Electron North America LLC

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

CAROLINE THOMASON
CITY OF PORTERVILLE
1265 W GRAND
PORTERVILLE CA 93257

Phone: 559-782-7510

Fax:

Email: CTHOMASON@CI.PORTERVILLE.CA.US

SERVICE PLAN QUOTATION	
QUOTATION Number:	21495846 /
Coverage Start Date:	June 08, 2021
Coverage End Date:	June 07, 2022
Quotation Expires:	June 08, 2021

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

Material	Description	Serial Number	Price
842310063181	iCAP 6300 Duo View ICP-OES Spectrometer	20101914	
Coverage:	UNITY ESSENTIAL PLAN - ELEMENTAL OE/ICP		10,567.00 USD

UNITY LAB SERVICES ESSENTIAL SERVICE PLAN ~ ICP/OES

Plan Features:

- ~ Field Service Engineer labor, travel, and parts required for Corrective Maintenance visits with a targeted response time of 3 business days
- ~ Priority status for technical support inquiries with a targeted immediate response time. A certified service engineer will conduct diagnosis and Corrective Maintenance procedures using the latest digital remote support tools
- ~ One (1) scheduled annual Preventive Maintenance visit (a standard PM kit is included)
- ~ Discount on additional Preventive Maintenance
- ~ Instrument Requalification (RQ) in conjunction with a scheduled Corrective Maintenance with a purchase of an add-on Operational Qualification (OQ)
- ~ Premium subscription to Unity Lab Services Online Knowledge Base
- ~ 10% discount on parts, accessories, and consumables during the effective period of the contract (please ask for the discount when contacting your local Thermo Fisher Scientific parts ordering department)
- ~ Computers that were purchased from Thermo Fisher Scientific and required for the operation of the analytical system
- ~ Software and firmware updates upon request and in conjunction with a scheduled Preventive Maintenance or Corrective Maintenance visit (updates are defined as changes of the existing software version that are intended to improve its performance)
- ~ 10% discount off list price for the training classes purchased during the contract validity period. May not be available in all locations or used in conjunction with any other discounts or promotions (please check availability with your local Thermo Fisher sales representative or customer service team)

Coverage Exclusions:

- ~ Background checks, drug-testing, or on-site trainings required by customers may be subject to additional charges
- ~ Applications and method development support
- ~ Computers and/or software not provided and/or installed with the system by Thermo Fisher Scientific
- ~ Computer hardware, operating system, and layered application software upgrades
- ~ Computer replacement in order to accommodate an upgrade to a newer version of the operating system
- ~ Instrument control software version upgrades
- ~ External power equipment e.g. UPS (uninterruptable power supply), power conditioner, or isolation transformer
- ~ Operator training
- ~ Complete system replacement
- ~ Buy-in parts and engineering specials
- ~ Consumable items and wearable parts such as (but not limited to) nebulizers, spray chambers, torches, sample cones, sample probes, power tubes, work coils, burner heads, lamps, sample tubing, o-rings, seals, pipettes, glassware, etc.
- ~ Accessories and optional modules, such as (but not limited to) autosamplers (other than OEM-supported models of CETAC/ESI basic liquid autosamplers interfaced to iCE series AA systems), chillers manufactured by companies other than Thermo Fisher Scientific, separate vapor accessories, solid sampling systems, auto diluters, auto concentrators, argon humidifiers, detectors, furnaces, etc. (unless covered by a separately purchased additional option plan, if available)

Thermo Electron North America LLC1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976CAROLINE THOMASON
CITY OF PORTERVILLE
1265 W GRAND
PORTERVILLE CA 93257

Phone: 559-782-7510

Fax:

SERVICE PLAN QUOTATION	
QUOTATION Number:	21495846 /
Coverage Start Date:	June 08, 2021
Coverage End Date:	June 07, 2022
Quotation Expires:	June 08, 2021

Material	Description	Serial Number	Price
942347004001	Cetac ASX-520 Autosampler		
	Coverage: Elemental ICP Options		1,148.00 USD

OPTIONS PLAN # ICP/OES

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

Service Plan Sub-Total	11,715.00	USD
Service Plan Total	11,715.00	USD

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

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

ACCEPTANCE OF SERVICE PLAN**CITY OF PORTERVILLE****Thermo Electron North America, LLC**_____
Signature Date_____
Signature Date_____
PO Number_____
Service Plan Specialist

Thermo Electron North America LLC

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

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

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

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

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

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

(e) **Overtime Rate:** if applicable for the quoted Services, the rate of one and a half times the Standard Rate shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and 8:00 a.m. local standard time; but not exceeding sixteen (16) hours per day Monday through Friday, and for any time on Saturdays, not to exceed sixteen (16) hours. Overtime shall be billed in 30 minute blocks; or longer time blocks, if quoted by the Supplier.
(f) **Double Time Rate:** the rate of twice the Standard Rate shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Friday, and for all time on Saturdays, Sundays and holidays. Holidays shall be those observed by Seller.

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

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

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

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

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

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

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

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

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

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

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

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

9. INDEMNIFICATION.

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

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

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

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

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

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

13. SUPPORT PLAN TERMS AND CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

(d) Beta-site support;

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

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

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

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

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

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

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

By: _____
Print Name: _____
Print Title: _____
Date: _____

SELLER
By: _____
Print Name: _____
Print Title: _____
Date: _____

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

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

[illegible]

ThermoFisher SCIENTIFIC

THERMO ELECTRON NORTH AMERICA LLC GENERAL INFORMATION

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

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

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

Phone: (800) 532-4752

Fax: (877) 867-8945

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

Federal ID: 43-1992201 **DUNS Number:** 138388090

IL Dept of Human Rights #: 122173-00 expires 9/3/2015

Number of Employees: Approximately 600

Date Incorporated: 2002

Parent Company: Thermo Fisher Scientific Inc
FEIN 04-2209186
Corporate Office Address:
81 Wyman Street
Waltham, MA 02451

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

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

Officers – Thermo Fisher Scientific:

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

Bank Information:

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

Payment by ACH domestic only:

Account number: 4426395065

ABA number: 111000012

Payment by wire transfer domestic & international

Account number: 4426395065

ABA number: 026009593

SWIFT CODE: BOFAUS3N

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



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: SCADA Programming and Configuration - Digester Rehabilitation Project

SOURCE: Public Works

COMMENT: The City's Wastewater Treatment Facility (WWTF) is currently undergoing a rehabilitation project for digesters #2 and #3. The project calls for adding the new waste gas burner ignition system, heating system and digester gas flare system statuses, setpoints and alarms into the Supervisor Controls, and Data Acquisition (SCADA) system.

Tesco Controls, the WWTF contracted systems integrator, has submitted a quote for \$32,590 to configure statuses and alarms into the WWTF SCADA system for the waste gas burner ignition system, heating system and digester gas flare system. Tesco will also modify and furnish new PLC 6 I/O diagrams, modify PLC 6 programming and assist with startup, testing and shall furnish revised operation and maintenance manuals. Expenditure for the project will be funded by the WWTF 2021-2022 Operating Budget.

RECOMMENDATION: That City Council:

1. Award the SCADA programming and configuration to Tesco Controls for a total project amount not to exceed \$35,849, which includes a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Tesco Controls for a not to exceed amount of \$35,849, which includes a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to Tesco Controls upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS: 1. Digester Rehabilitation Project

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

To: City of Porterville
Attn: Robert Alvarez
Re: Porterville WWTP Digesters Rehabilitation Project

Quote Date: June 1, 2021
Quote No.: 21E254Q01

Thank you for your interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. The scope shall be to add new Digester 3 statuses including Waste Gas Burner Ignition System into PLC 6 and SCADA. The scope shall be in general conformance to the P&ID's and control strategy Section 17101 furnished by GSE Construction on May 15th, 2021.

TESCO will modify and furnish new PLC-6 I/O diagrams, modify PLC-6 program to include new Digester 3 Heating and Digester Gas Flare system statuses, setpoints and alarms. Per section 17100-2, Part 3, B. General programming requirements, para. 3. TESCO will program slew rates for new control setpoints only.

TESCO will also configure statuses and alarms into the WWTP SCADA system, assist with startup, testing, and shall furnish revised O&M's.

Item	Qty	Description
1	Lot	Professional Services: - Project Management – Project coordination - Engineering – Schematics, diagrams, and O&M's - PLC Programming – Configure setpoints, alarms, database, develop program documentation - SCADA Configuration – SCADA screen additions, addition of indicators and alarms, testing and training - Field Service – installation verification, calibrations, field testing, and startup
TOTAL FOR ITEM 1:		\$32,590.00

Project Clarifications

- Unless otherwise stated above, quote is to **furnish only** and does not include trade labor/electrical installation services or field wire terminations.
- Unless otherwise stated above, the following is **not** included within this quotation:
 - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
 - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
 - Local control stations and/or field mounted disconnects.
 - Instrumentation, devices, components, or equipment not defined by the above quotation.
 - Fiber optic patch panels, cable, splicing or terminations.
 - Networking infrastructure or architecture modifications to existing facilities.
 - Any 3rd party independent testing, harmonic testing/analysis, power coordination study, or Arc-Flash Hazard Analysis (AFHA) study.
 - Interconnection or loop diagrams for equipment not furnished by TESCO.

Terms and Conditions

- Quote is firm for 30 days unless otherwise stated.
- Submittals: Submittal will be provided approximately 6-8 weeks after receipt of purchase order, written notice of intent, or notice to proceed.
- Delivery: approximately 8-10 weeks after submittal approval.
- Price does include applicable sales tax, use tax, and applicable fees.
- TESCO price is FOB factory, full freight allowed.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of installation, and does not exceed 18 months from the date of shipment from the factory.
- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



Richard Martinez

Technical Sales

TESCO Controls, Inc.

(916) 395-8800

(916) 730-9936 – Mobile

rmartinez@tescocontrols.com



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Request for Approval to Apply for Bureau of Justice Assistance FY2021 Edward Byrne Memorial Justice Assistance Grant

SOURCE: Police

COMMENT: The Porterville Police Department has received notification that it is eligible to apply to the Bureau of Justice Assistance (BJA) for a grant award of \$16,231. The Department requests approval to file the grant application for funds from the Edward Byrne Memorial Justice Assistance Grants (JAG) Program, established within the BJA.

The purpose of the JAG Program is to provide local jurisdictions with opportunities to reduce crime and improve public safety through the use of the grant funds for a variety of activities, from increasing personnel and equipment resources for law enforcement, to developing and supporting programs to enhance effective criminal justice processes.

Staff proposes to utilize the BJA grant funds to purchase a new tactical pole camera and thermal imager for utilization during critical incidents. A tactical pole camera allows for Officers to search for potentially armed suspects in confined spaces such as attics and crawl spaces without requiring officers to enter the confined spaces. A thermal imager allows for Officers to search for suspects in areas wherein a tactical pole camera or physical entry by an Officer is not practical. Currently, the Department has a tactical pole camera which was purchased in 2005 and is at its end of life. The thermal imager would be a new piece of equipment. If approved, these items would be available to all Officers in the event of a critical incident and allow for Officers to be more effective and safe in response to dangerous incidents.

RECOMMENDATION: That the City Council:

1. Approve the draft Resolution authorizing the filing of the FY2021 Edward Byrne Jag Grant application;
2. Authorize the Mayor and City Staff to sign all necessary grant documents;
3. Authorize a budget adjustment upon receipt of the funds; and
4. Authorize the purchase of pole camera and thermal imager equipment.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
GRANTING PERMISSION TO APPLY FOR
2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS;
AUTHORIZING ACCEPTANCE OF THOSE FUNDS AND WHEN RECEIVED;
APPROVING A BUDGET ADJUSTMENT TO THE POLICE DEPARTMENT BUDGET

BE IT HEREBY RESOLVED by the City Council of the City of Porterville as follows:

1. That the Porterville Police Department apply for FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) funds; and
2. That the City of Porterville accept the FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) funds when received; and
3. That the Police Department proposed budget appropriation for Fiscal Year 2021/2022 be increased \$16,231 from JAG funds received to allow for the expenditure of those Grant Funds to purchase a tactical pole camera and thermal imager.

PASSED, APPROVED, AND ADOPTED this 6th day of July, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Consideration of Tulare County Junior Livestock Show and Community Fair Addendum No. 4

SOURCE: Community Development

COMMENT: The City of Porterville and the Tulare County Junior Livestock Show and Community Fair entered into a License and Development Agreement in 2009, and an addendum was subsequently entered into in 2014. At its meeting on January 19, 2021, the City Council approved Addendum No. 2 to License and Development Agreement between the City of Porterville and the Tulare County Junior Livestock Show and Community Fair. Subsequently on April 20, 2021, the City Council approved Addendum No. 3 to License and Development Agreement, allowing the Tulare County Junior Livestock Show and Community Fair to temporarily permit the Porterville College Foundation Swap Meet to be held on the licensed premises through June 15, 2021. The addendum provides the Council the ability to grant extensions to the use after review of the swap meet operations at the site.

The first weekly swap meet at the fairgrounds was held on Saturday, April 10, 2021. The Tulare County Junior Livestock Show and Community Fair requested an extension to operate the weekly swap meet through the end of the 2021 calendar year. At its meeting on June 15, 2021, the Council provided direction to allow the Tulare County Junior Livestock Show and Community Fair to temporarily host the Porterville College Foundation Swap Meet to be held on the licensed premises through January 2, 2022. Addendum No. 4 temporarily permits the Tulare County Junior Livestock Show and Community Fair to host the weekly Porterville College Foundation Swap Meet to be held on the licensed premises through January 2, 2022.

RECOMMENDATION: That the City Council approve Addendum No. 4 of the Tulare County Junior Livestock Show and Community Fair License and Development Agreement to permit the Porterville College Foundation Swap Meet to be held on the licensed premises through January 2, 2022.

ATTACHMENTS:

1. Draft Addendum No. 4 Tulare County Junior Livestock Show and Community Fair License and Development Agreement

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager

ADDENDUM NO. 4 TO LICENSE AND DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF PORTERVILLE AND
TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR

This Addendum to the License and Development Agreement between the City of Porterville ("City") and the Tulare County Junior Livestock Show and Community Fair ("Fair"), is made and entered into as of July 6, 2021 and is hereby made a part of the Agreement entered into by the parties on December 10, 2009, Addendum No. 1 to License and Development Agreement approved by the City Council on August 19, 2014, and executed by the parties on November 6, 2014, and Addendum No. 2 to the License and Development Agreement between the parties entered into as of January 19, 2021, and addendum No. 3 to the License and Development Agreement between the parties entered into as of April 20, 2021.

1. **Section 3.1.1.** of Addendum No. 3 is amended to extend the effective date of the Temporary Use through January 2, 2022. All requirements, terms and conditions of this Section as stated in Addendum No. 2 and Addendum No. 3 remain in effect.
2. This Agreement shall be effective as of the execution date set forth below. All other terms as set forth in the above-referenced License and Development Agreement, Addendum No. 1, Addendum No. 2, and Addendum No. 3 to License and Development Agreement, and not inconsistent with said Agreement and Addendum, shall remain in full force and effect.

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

CITY OF PORTERVILLE

BY: _____
Adrian Monte Reyes, Mayor

ATTEST:

John Lollis, City Clerk

Approved as to Form:

Julia Lew, City Attorney

TULARE COUNTY JUNIOR LIVESTOCK
SHOW AND COMMUNITY FAIR

BY: _____
Mitch Brown, President

BY: _____
John Arnold, First Vice President



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Consideration to Housing and Community Development Permanent Local Housing Allocation Program

SOURCE: Community Development

COMMENT: On March 16, 2021, the City Council conducted a public hearing and adopted the Permanent Local Housing Allocation (PLHA) Five Year Plan Amendment to the PLHA Program Activities and adopted Resolution 04-2021 in support of the City of Porterville submitting an amendment to the State of California, Department of Housing and Community Development (HCD). Additionally, the City of Porterville submitted the streamlined PLHA application for the second year funding on June 2, 2021 and the before mentioned amendment to the first year funding allocations. HCD has updated their Resolution template and has asked that the City of Porterville update its Resolution No. 04-2021 to reflect the updated template to include:

1. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), “entity” means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

2. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

RECOMMENDATION: Approve and adopt the draft Resolution repealing and replacing Resolution 04-2021, in support of the submission of the amendment to the Five Year PLHA Plan Amendment and streamlined application for the second year funding to the State of California, Department of Housing and Community Development Permanent Local Housing Allocation Program

ATTACHMENTS:

1. Draft Resolution
2. Resolution No. 04-2021

Appropriated/Funded:

Review By:
Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: Patrice Hildreth, Deputy City Manager

RESOLUTION NO. ____-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AMENDMENT NO. 1 TO THE PERMANENT LOCAL HOUSING
ALLOCATION PROGRAM 5-YEAR PLAN AND AUTHORIZING SUBMITTAL OF
THE AMENDMENT TO THE CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT**

The City Council of the City of Porterville, a municipality ("Applicant/Grantee") hereby consents to, adopts, and ratifies the following resolution:

WHEREAS, in 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) program. The California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the PLHA program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). This NOFA is funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019;

WHEREAS, funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities;

WHEREAS, The City of Porterville is considered an Entitlement Local government, and is eligible for a 2019 formula allocation of PLHA funds in the amount of \$342,754. The PLHA five-year formula allocation amount is \$2,056,524;

WHEREAS, in order to participate in the formula allocation, the City of Porterville was required to develop a five-year plan detailing the manner in which allocated funds will be used for eligible activities, which was submitted to HCD by the July 27, 2020 deadline and approved by HUD;

WHEREAS, the City Of Porterville published an Request for Proposals (RFP) to partner with local agencies as subrecipients to, to partner with community agencies as sub-recipients of the grant funds to carry out the activities of the approved programs.

WHEREAS, the City of Porterville received the executed Standard Agreement on February 26, 202, approving the application submitted and the 5-Year PLHA Plan previously submitted to HCD in response to the above referenced NOFA;

WHEREAS, the City of Porterville received finalized the review of the RFP proposals, which identified a need to reallocate funds within the approved PLHA 5-Year Plan;

WHEREAS, the approved plan may be reallocated among eligible activities with minor amendments for changes of less than 10% of each activities allocation, or major amendments

which will require proper notice, a public hearing, and final approval from the Council and HCD. Since the proposed category reallocation is more than a 10% change within activities, this triggers the major amendment rules;

WHEREAS, the City of Porterville, opened a 10 day public comment and review period, to give the public the opportunity to review the proposed amendment to the PLHA 5-Year Plan and provide comments, on March 6, 2021; and

WHEREAS, the City Council of the City of Porterville, at its regular scheduled meeting of March 16, 2021, conducted a public hearing which opened at 7:57 p.m. and closed at 7:58 p.m. to receive comments and to consider an amendment to the PLHA 5-Year Plan, where no comments were received or comments received summarized in attachment 2

WHEREAS, Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), “entity” means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation

WHEREAS, Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

NOW, THEREFORE, BE IT RESOLVED: That the Porterville City Council does hereby approve and adopt the amended 5 Year Permanent Local Housing Allocation Plan as provided in Exhibit "A" and authorize staff to submit the amendment to the 5-Year PLHA Plan with the following parameters and:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$2,056,524 in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the PLHA funds only for Eligible Activities as approved by the Department and in accordance with all Program requirements, PLHA Program Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement, its Application, and other contracts between the Applicant and the Department.
4. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines, and any other applicable SB 2 guidelines published by the Department.
5. The Mayor or her/his designee, is authorized to execute the PLHA Program Application,

the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED, APPROVED AND ADOPTED this 16th day of March, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 04 -2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING AMENDMENT NO. 1 TO THE PERMANENT LOCAL HOUSING
ALLOCATION PROGRAM 5-YEAR PLAN AND AUTHORIZING SUBMITTAL OF
THE AMENDMENT TO THE CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT**

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WHEREAS, funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities;

WHEREAS, The City of Porterville is considered an Entitlement Local government, and is eligible for a 2019 formula allocation of PLHA funds in the amount of \$342,754. The PLHA five-year formula allocation amount is \$2,056,524;

WHEREAS, in order to participate in the formula allocation, the City of Porterville was required to develop a five-year plan detailing the manner in which allocated funds will be used for eligible activities, which was submitted to HCD by the July 27, 2020 deadline and approved by HUD;

WHEREAS, the City Of Porterville published an Request for Proposals (RFP) to partner with local agencies as subrecipients to, to partner with community agencies as sub-recipients of the grant funds to carry out the activities of the approved programs.

WHEREAS, the City of Porterville received the executed Standard Agreement on February 26, 202, approving the application submitted and the 5-Year PLHA Plan previously submitted to HCD in response to the above referenced NOFA;

WHEREAS, the City of Porterville received finalized the review of the RFP proposals, which identified a need to reallocate funds within the approved PLHA 5-Year Plan;

WHEREAS, the approved plan may be reallocated among eligible activities with minor amendments for changes of less than 10% of each activities allocation, or major amendments

which will require proper notice, a public hearing, and final approval from the Council and HCD. Since the proposed category reallocation is more than a 10% change within activities, this triggers the major amendment rules;

WHEREAS, the City of Porterville, opened a 10 day public comment and review period, to give the public the opportunity to review the proposed amendment to the PLHA 5-Year Plan and provide comments, on March 6, 2021; and

WHEREAS, the City Council of the City of Porterville, at its regular scheduled meeting of March 16, 2021, conducted a public hearing which opened at 7:57 p.m. *and closed at 7:58 p.m.* to receive comments and to consider an amendment to the PLHA 5-Year Plan, *where no comments were received or comments received summarized in attachment 2*

NOW, THEREFORE, BE IT RESOLVED: That the Porterville City Council does hereby approve and adopt the amended 5 Year Permanent Local Housing Allocation Plan as provided in Exhibit "A" and authorize staff to submit the amendment to the 5-Year PLHA Plan with the following parameters and:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$2,056,524 in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the PLHA funds only for Eligible Activities as approved by the Department and in accordance with all Program requirements, PLHA Program Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement, its Application, and other contracts between the Applicant and the Department.
4. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines, and any other applicable SB 2 guidelines published by the Department.
5. The Mayor or her/his designee, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED, APPROVED AND ADOPTED this 16th day of March, 2021.



Adrian Monte Reyes, 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 16th day of March, 2021.

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

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

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Deputy City Clerk

Exhibit A: Amended PLHA 5-Year Plan

City of Porterville Permanent Local Housing Allocation Program Five-Year 2019-2023 Plan Amendment 1

§302(c)(4) Plan

Introduction: In 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) program. The California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the PLHA program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). This NOFA is funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019.

Funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

Purpose: The City of Porterville is considered an Entitlement Local government, and is eligible for a 2019 formula allocation of PLHA funds in the amount of \$342,754. The approximate PLHA five-year formula allocation amount is \$2,056,524. PLHA funds must be used to carry out one or more of the eligible activities listed below:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. See Appendix B for a list of High-cost areas in California.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate- Item No. 17. Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
6. Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and

capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

7. Accessibility modifications in Lower-income Owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing projects, or matching funds invested by a county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the Affordable housing project.

Requirements: In order to participate in the formula allocation, the City of Porterville is required to develop a five-year plan detailing the manner in which allocated funds will be used for eligible activities.

Plan: With City Council and the community's input, it is recommended that the City of Porterville utilize the funds in the following manner:

I. §302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

- A. The City of Porterville plans to use PLHA funds for three (3) priorities, distributed over three (3) possible activities that assist persons who are experiencing homelessness or at risk of homelessness. *§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.*
- B. The City of Porterville Plans on opening an RFP to allow agencies to apply for funding. There are three priorities identified (not listed in order of priority, numbering is only for identification purposes):
 1. Provide operating costs for navigation centers
 2. Provide operating costs for emergency shelters and/or bridge housing programs.
 3. Support Permanent Housing Programs to provide operating costs for permanent supportive housing programs.

II. §302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

- A. The City of Porterville will continue to prioritize investments that increase the supply of affordable housing for households under 60% AMI with PLHA funds. People experiencing homelessness, who are currently served by KTHA programs are typically under 30% Area Median Income (AMI); therefore, all the proposed priorities will serve households under 60% AMI.

III. §302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.

- A. The City permits social service facilities, including emergency shelters, in the RM-3, CMX, D-MX, DRM-2, and DRM-3 zoning districts via a conditional use permit. Further, social service facilities are allowed by right in the CR and CG zone districts.
- B. The City permits transitional and supportive housing in all zoning districts that allow residential uses, subject only to the restrictions that would apply to a residential use of the same type. Section 301.22 of the City's Development Ordinance clarifies this accommodation.
- C. Housing Element Goals consistent with the PLHA program priorities.
1. Goal 2: Expand the City's low- and moderate-income housing opportunities.
 - Policy 2.5 - The City will pursue local, state, and federal funding assistance that is appropriate to Porterville's needs to expand affordable housing opportunities for low- and moderate-income households
 2. Goal 3: Address the housing needs of special populations, including seniors, female-headed households, persons with disabilities, first-time homebuyers, large families, and homeless individuals and families.
 - Policy 3.1 - The City will maintain an adequate supply of appropriately designated land for special needs housing, including seniors, disabled persons, large households, farmworkers, the homeless, and transitional persons.
 - Policy 3.2 - The City will encourage the development and rehabilitation of housing that is accessible to persons with disabilities.
 - Policy 3.3 - The City will pursue land use policies that allow small residential developments and individual housing units meeting special needs to be integrated into existing neighborhoods and new residential developments.

- Policy 3.4 - The City will work with surrounding jurisdictions to address the needs of transient homeless persons on a regional basis.
- Policy 3.5 - Continue to participate in the Kings/Tulare County Continuum of Care (“the Alliance”) and work with adjacent jurisdictions to develop additional shelter opportunities.

IV. Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

V. §302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.

(This portion of the plan is being proposed to be amended as follows (Attachment 1 budget summary provided for further clarification)

A. Priority 1: Navigation Center:

1. Operating costs for a Navigation Center: PLHA funds would be used for operation costs associated with a new or existing Navigation Center. The Navigation Center would serve as a central location for people who are experiencing homelessness to connect to services to help them obtain housing or overcome barriers in obtaining housing.

B. Priority 2: Emergency Shelter

1. Operating costs for an Emergency Shelter: PLHA funds would be used for operating costs needed to run an emergency shelter. This will assist in ensuring that low barrier beds for people who have been identified by the local Continuum of Care on Homelessness, the Kings/Tulare Homeless Alliance (KTHA) continue to be available. KTHA currently uses a vulnerability index to prioritize housing for people experiencing homelessness. Additionally, using a coordinated entry system, KTHA, is able to make referrals from one database, in order to have a streamlined application and referral system between agencies who serve people experiencing homelessness.
2. The City would consider Operating costs for a bridge housing beds, leading to permanent housing: The City plans on working with eligible non-profits who provide bridge housing programs to help cover some gaps in

operational financing, allowing them to continue providing housing to program participants that are currently working on permanent housing solutions.

C. Priority 3: Permanent Housing:

1. The City would consider Operating costs for Permanent Supportive Housing (PSH) Programs: The City plans on working with eligible non-profits and/or affordable housing developers who provide services to existing PSH programs to help cover some gaps in operational financing/or provide required match for funding, allowing them to continue providing housing to program participants that are currently receiving PSH housing vouchers. This would include increasing the percentage of PLHA funds in years 4 and 5 to include operating expenses for Multi-family housing with units dedicated to people experiencing homelessness. This will assist in ensuring that PSH units created for people experiencing homelessness, have the necessary case management to provide PSH units with a connection to supportive services.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2019	2019	2020	2020	2020	2021	2021	2021	2022	2022	2022	2023	2023	
Type of Activity for Persons Experiencing or At Risk of Homelessness	Emergency Shelters	Navigation Centers	Permanent	Emergency Shelters	Navigation Centers	Permanent	Emergency Shelters	Navigation Centers	Permanent	Emergency Shelters	Navigation Centers	Permanent	Navigation Centers	Permanent	
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	60%	25%	10%	60%	25%	10%	50%	25%	20%	50%	25%	20%	75%	20%	
§302(c)(4)(E)(ii) Area Median Income Level Served	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0
§302(c)(4)(E)(ii) Projected Number of Households Served	5	15	10	5	15	10	5	15	10	5	15	20	10	20	160
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

VI. §302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

Within 6 months after award is received:

- Create, publish and award and RFP offering an opportunity to fund an eligible entity to apply for PLHA funds to be used on one or more of the priorities identified in the plan.
- Enter into agreement (s) to execute each program

Monthly:

- Monitor progress
- Obtain monthly accomplishment data from subreipients

Yearly:

- Complete yearly accomplishment report
- Apply for subsequent year funding to execute 5 year Plan

Attachment 1: Proposed Amended Budget Summary

PLHA 5-YEAR PLAN AMENDMENT OPTIONS

ORIGINAL ALLOCATION (%)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	5%	5%	5%	5%	5%	5%
Navigation Center	25%	25%	25%	25%	25%	25%
Emergency Housing & Bridge Housing	20%	20%	20%	20%	20%	20%
Permanent	50%	50%	50%	50%	50%	50%
PSH Operations	10%	10%	20%	20%	20%	16%
Flex Fund-to support PSH & RR	10%	10%	-	-	-	4%
Rapid-Rehousing Rental Assistance & Operation	30%	30%	30%	30%	30%	30%
	100%	100%	100%	100%	100%	100%

ORIGINAL ALLOCATION (\$)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	\$ 17,137.70	\$ 21,422.13	\$ 21,422.13	\$ 21,422.13	\$ 21,422.13	\$ 102,826.20
Navigation Center	\$ 85,688.50	\$ 107,110.63	\$ 107,110.63	\$ 107,110.63	\$ 107,110.63	\$ 514,131.00
Emergency Housing & Bridge Housing	\$ 68,550.80	\$ 85,688.50	\$ 85,688.50	\$ 85,688.50	\$ 85,688.50	\$ 411,304.80
Permanent	\$ 171,377.00	\$ 214,221.25	\$ 214,221.25	\$ 214,221.25	\$ 214,221.25	\$ 1,028,262.00
PSH Operations	\$ 34,275.40	\$ 42,844.25	\$ 85,688.50	\$ 85,688.50	\$ 85,688.50	\$ 334,185.15
Flex Fund-to support PSH & RR	\$ 34,275.40	\$ 42,844.25	\$ -	\$ -	\$ -	\$ 77,119.65
Rapid-Rehousing Rental Assistance & Operation	\$ 102,826.20	\$ 128,532.75	\$ 128,532.75	\$ 128,532.75	\$ 128,532.75	\$ 616,957.20
	\$342,754.00	\$428,442.50	\$428,442.50	\$428,442.50	\$428,442.50	\$2,056,524.00

PROPOSED AMENDMENT (%)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	5%	5%	5%	5%	5%	5%
Navigation Center	25%	25%	25%	25%	25%	25%
Emergency Housing & Bridge Housing	60%	60%	50%	50%	50%	54%
Permanent	10%	10%	20%	20%	20%	16%
PSH Operations	10%	10%	20%	20%	20%	16%
Flex Fund-to support PSH & RR	-	-	-	-	-	0%
Assistance & Operations	-	-	-	-	-	0%
	100%	100%	100%	100%	100%	100%

PROPOSED AMENDMENT (\$)						
Category of Funding	2019	2020	2021	2022	2023	5-YR TOTAL
Administration	\$ 17,137.70	\$ 21,422.13	\$ 21,422.13	\$ 21,422.13	\$ 21,422.13	\$ 102,826.20
Navigation Center	\$ 85,688.50	\$ 107,110.63	\$ 107,110.63	\$ 107,110.63	\$ 107,110.63	\$ 514,131.00
Emergency Housing & Bridge Housing	\$ 205,652.40	\$ 257,065.50	\$ 214,221.25	\$ 214,221.25	\$ 214,221.25	\$ 1,105,381.65
Permanent	\$ 34,275.40	\$ 42,844.25	\$ 85,688.50	\$ 85,688.50	\$ 85,688.50	\$ 334,185.15
PSH Operations	\$ 34,275.40	\$ 42,844.25	\$ 85,688.50	\$ 85,688.50	\$ 85,688.50	\$ 334,185.15
Flex Fund-to support PSH & RR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assistance & Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$342,754.00	\$428,442.50	\$428,442.50	\$428,442.50	\$428,442.50	\$2,056,524.00

This would defund Flex fund and Rapid Rehousing Rental Assistance & Operations and move all those funds to Emergency Housing to allow the City to fund more than one applicant under the emergency shelter category						
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This would defund Flex fund and Rapid Rehousing Rental Assistance & Operations and move all those funds to Emergency Housing to allow the City to fund more than one applicant under the emergency shelter category						
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CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: City Council Member Requested Agenda Item - Review of Enforcement of Code Provisions Concerning the Parking of Recreational Vehicles and Boats in Residential Areas

SOURCE: Administrative Services

COMMENT: During Other Matters of the City Council's meeting of June 15, 2021, Mayor Reyes requested that the Council consider an item to review the City's Code Enforcement provisions concerning the parking of recreational vehicles and boats in residential areas. Pursuant to the City Council Procedural Handbook, should the Council approve Mayor Reyes' request, the subject would be considered as a Scheduled Matter at the Council's next regular meeting scheduled for July 20, 2021.

RECOMMENDATION: That the City Council approve Mayor Reyes request to consider enforcement of municipal code provisions regarding RV's and boats parked within residential neighborhoods as a Scheduled Matter at the next regular Council meeting.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: City Council Member Requested Agenda Item - Review of Sign Ordinance

SOURCE: Administrative Services

COMMENT: During Other Matters of the City Council's meeting of June 15, 2021, Vice Mayor Flores requested that the Council consider an item to review the City's Sign Ordinance. Pursuant to the City Council Procedural Handbook, should the Council approve Vice Mayor Flores' request, the subject would be considered as a Scheduled Matter at the Council's next regular meeting scheduled for July 20, 2021.

RECOMMENDATION: That the City Council approve Vice Mayor Flores request to review the City's sign Ordinance for potential amendments as a Scheduled Matter at the next regular Council meeting.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JULY 6, 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 15, 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

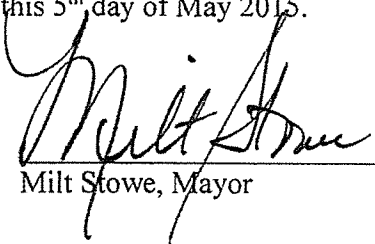
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

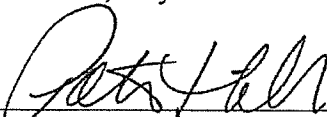
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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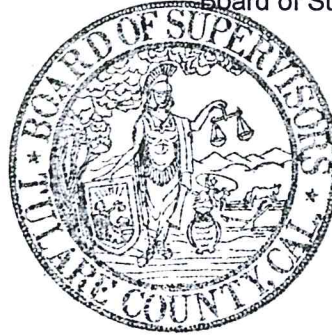
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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

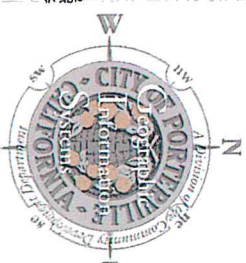
ATTEST:
City Clerk of the City of Porterville

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

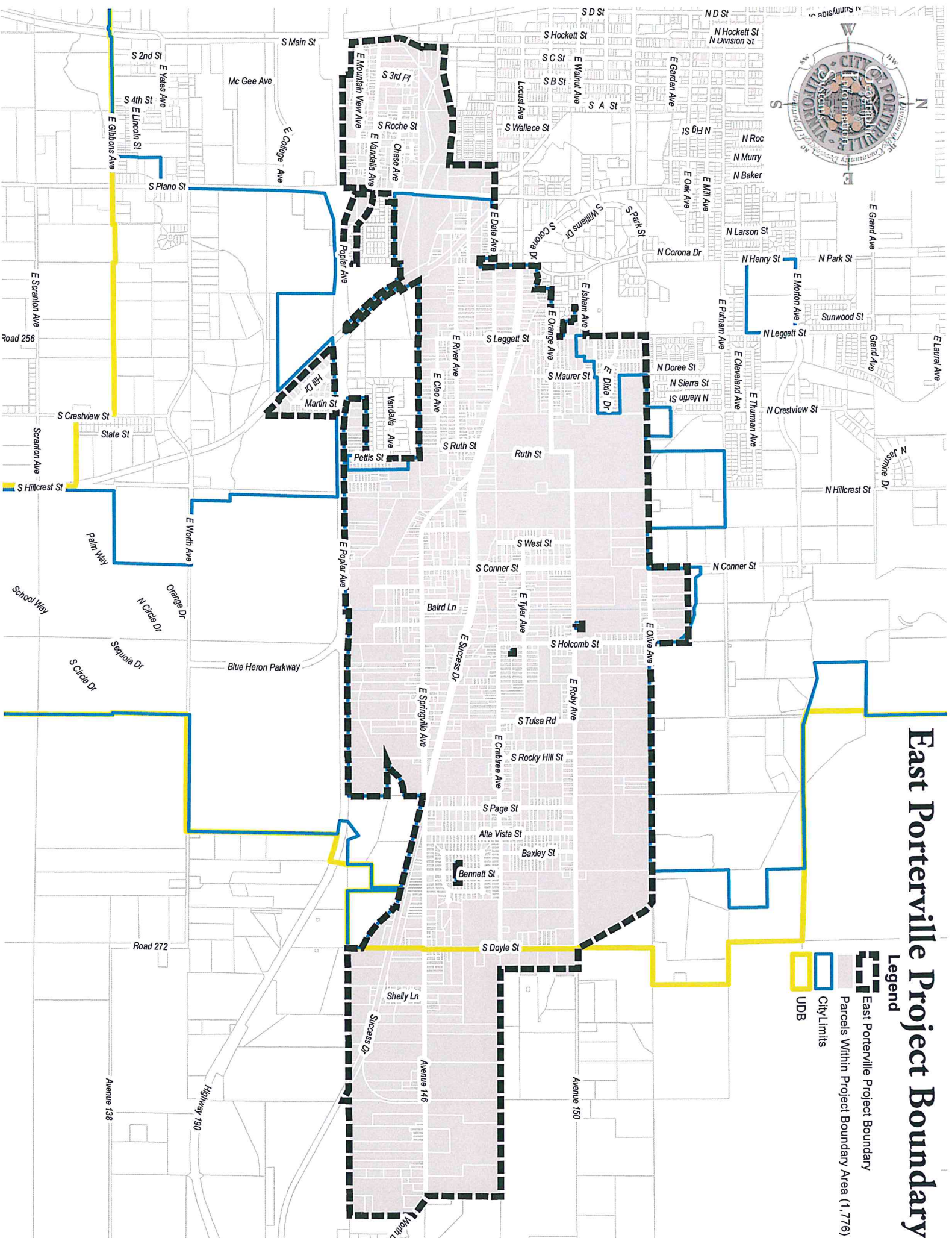


EXHIBIT 'B'

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:

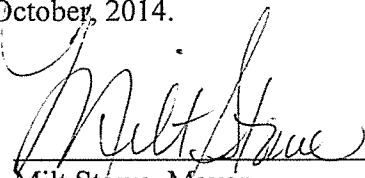
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, 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).

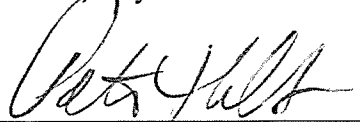
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, 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".

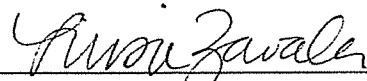
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



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.

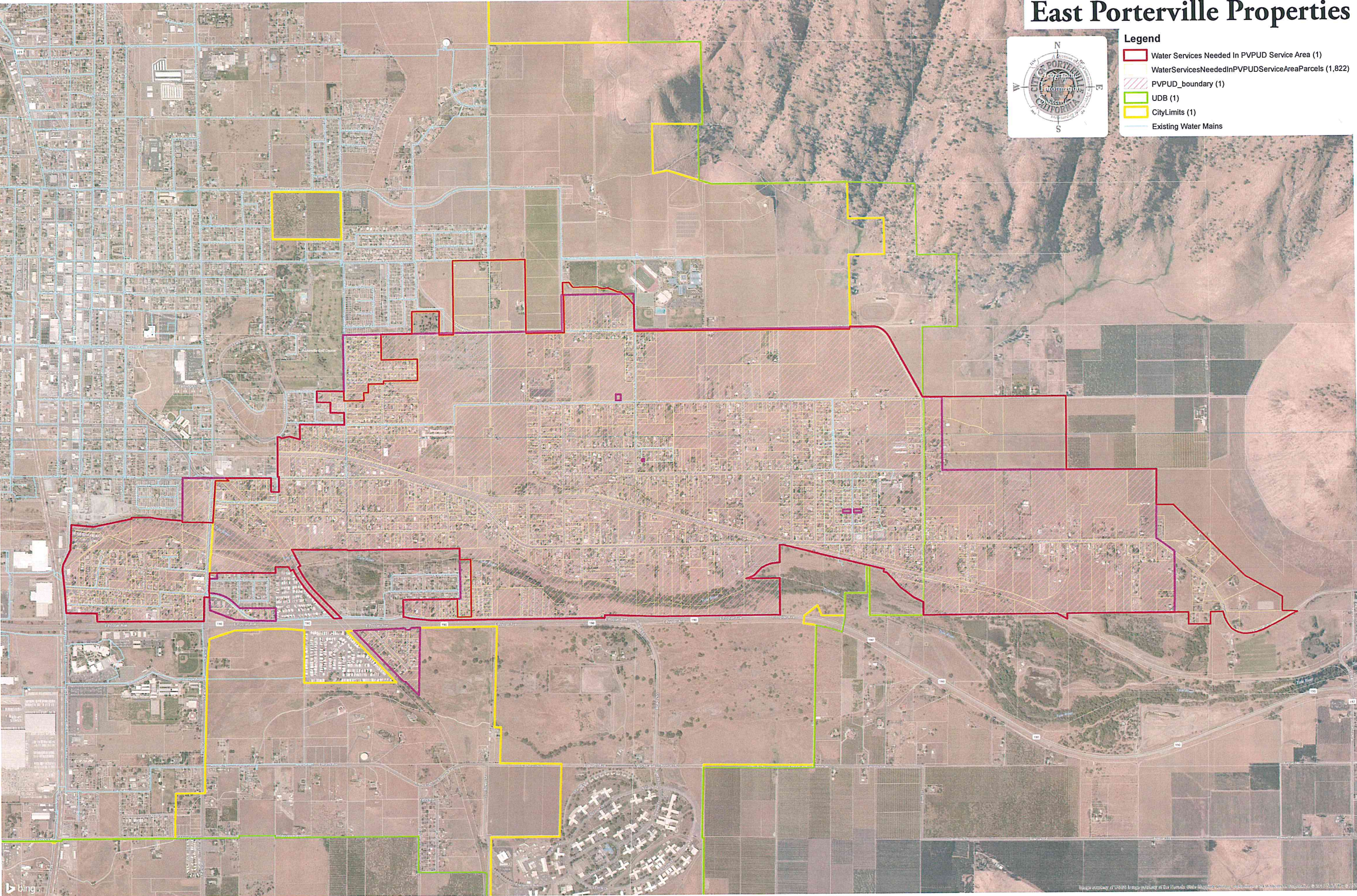
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues 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



- Legend**
- Water Services Needed In PVPUD Service Area (1)
 - WaterServicesNeededInPVPUDServiceAreaParcels (1,822)
 - PVPUD_boundary (1)
 - UDB (1)
 - CityLimits (1)
 - Existing Water Mains



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")



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 – JULY 6, 2021

SUBJECT: Consideration of an Ordinance of the City Council of the City of Porterville Approving a Development Agreement between the City of Porterville and Coast to Coast Caregivers Corp. dba Culture Cannabis Club and Jovita Franklin Relating to the Development of a Retail Cannabis Dispensary

SOURCE: Community Development

COMMENT: On November 3, 2020, in accordance with the procedures established by the City Council via the approved Request for Proposals and recommendations received from the Cannabis Ad Hoc Committee, the City Council selected to begin negotiations on a Development Agreement with Haven #7 LLC and Coast to Coast Caregivers Corp. dba Culture Cannabis Club. Culture Cannabis Club is proposing a cannabis dispensary to be located at 230-232 North Main Street.

Chapter 15, Article VII of the Municipal Code outlines the local regulations for cannabis dispensaries. The project went before the Project Review Committee on February 24, 2021. The project location has a zoning designation of Downtown Retail North of Olive Avenue, in which cannabis dispensaries are permitted. The project is located in the Downtown District and any exterior changes to the facility must comply with the Downtown Design Guidelines. The project is also located in Downtown Parking District 1 Zone A, which does not require parking spaces for businesses within it, if the building is three floors or less. The facility is comprised of two floors and as such, no parking spaces are required. Loading may take place on-site within an existing loading space accessed on the east side of the structure. Loading may occur through the use of the alley on the east side of the structure, unless the City determines that the use is presenting a security issue; in that event the Owner will be required to secure approval of the use of the alley port/loading area adjacent to the business.

The Cannabis Ad Hoc Committee conducted several meetings with the applicant in negotiation of the draft Development Agreement. The draft Development Agreement includes provisions for term of operation, operational guidelines, community relations and employment, has an initial term of ten (10) years with an option to extend the agreement for two additional five year terms. The owner is to comply with California Cannabis Laws and only transact business with other legally permitted persons and entities.

The owner has agreed to coordinate and cooperate with the City and any other owners of commercial cannabis dispensaries located within the City of Porterville in the establishment and implementation of a public outreach and education program. The Owner shall also coordinate and cooperate with the

City and other owners of commercial cannabis facilities located within the City of Porterville in the City Council's establishment and implementation, and the owners' funding of a community benefits program which could include such items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service, public safety, and special social and community organizations. The owner has agreed to, as a business expense, to pay the City the yearly sum of \$30,000.00 or one percent (1%) of owner's annual gross receipts, whichever amount is greater, from the commercial operation on the premises. All projects under the community benefits program must be approved by the City and may also be implemented by the City.

The community benefits program is in addition to the cannabis business tax as adopted by Ordinance No. 1875, and Porterville Municipal Code Chapter 22, Article VI, which requires every person engaged in a Commercial Cannabis Business in the City to pay an annual Commercial Cannabis Business tax at a rate established by Resolution of the City Council, but no more than ten percent (10%) of annual gross receipts. Resolution No. 99-2020, adopted by the City Council on December 15, 2020, has currently set the rate at seven percent (7%) of annual gross receipts per fiscal year.

RECOMMENDATION: That the City Council:

1. Conduct the Public Hearing and consider public testimony; and
2. Approve and give first reading to an Ordinance of the City Council of the City of Porterville Approving a Development Agreement between the City of Porterville and Coast to Coast Caregivers Corp. dba Culture Cannabis Club and Jovita Franklin Relating to the Development of a Retail Cannabis Dispensary, reading by title only and waiving further reading thereof.

ATTACHMENTS:

1. Locator Map
2. Draft Ordinance - Development Agreement
3. City of Porterville Indemnification Agreement
4. Cannabis Development Agreement Culture Cannabis Club
5. Culture Cannabis Club Property Owner Consent
6. Site Plan and Floor Plan
7. Security Plan
8. Odor Control Plan

Appropriated/Funded:

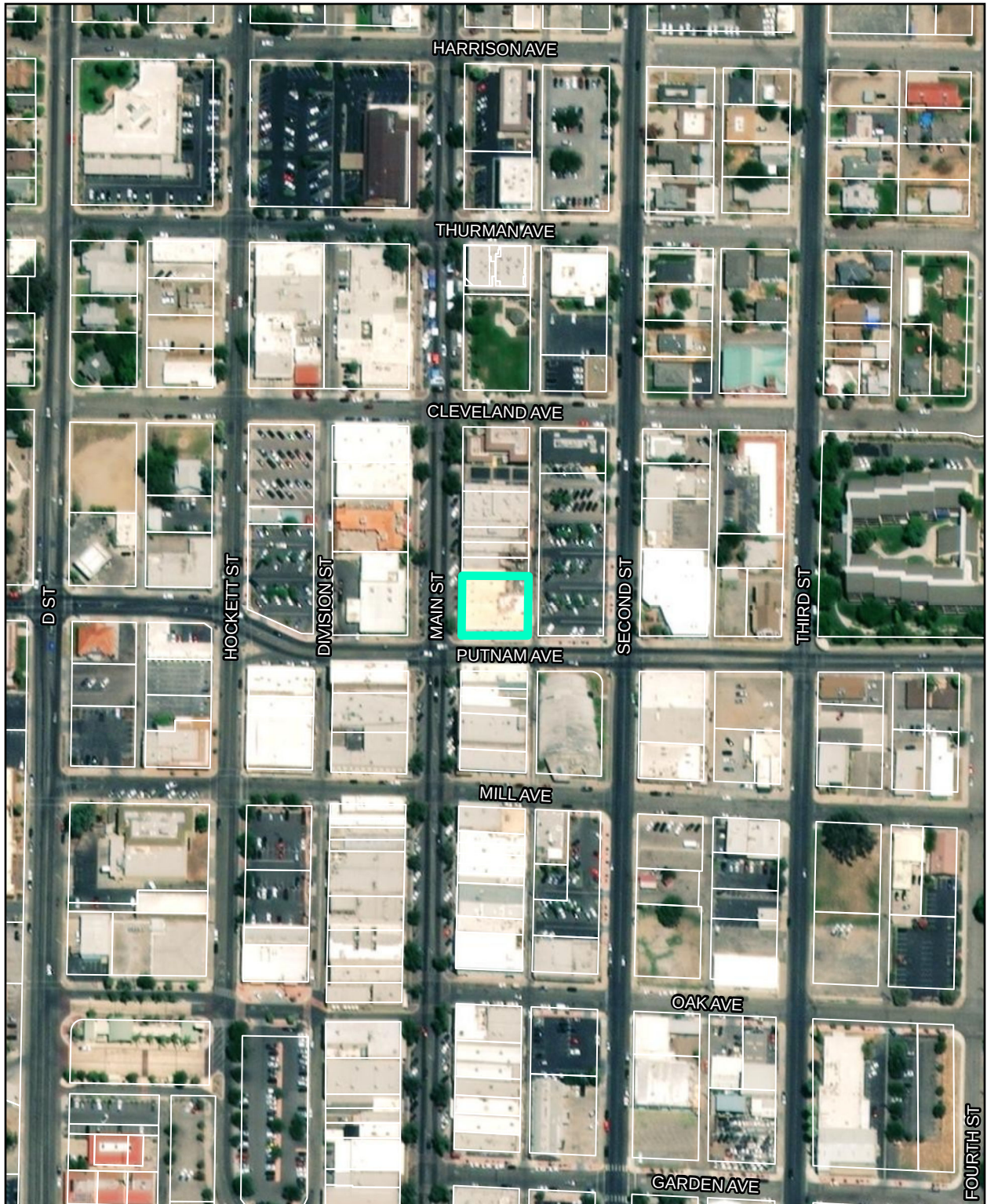
Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager

Locator Map
PRC 2021-006



Cultural Cannabis Club
@ 230 N Main St

 Project Location

1 in = 250 feet



Date Printed: 2/17/2021 by the Community Development Department

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING A DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF PORTERVILLE AND COAST TO COAST CAREGIVERS CORP. DBA CULTURE
CANNABIS CLUB AND JOVITA FRANKLIN RELATING TO
THE DEVELOPMENT OF A RETAIL CANNABIS DISPENSARY

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California State Legislature adopted Government Code Sections 65864 et seq. (the "Development Agreement Statute") which authorizes cities to enter in agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property;

WHEREAS, in accordance with the Development Agreement Statute, the City of Porterville has enacted regulations to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute;

WHEREAS, in accordance with Chapter 15, Article VII of the Porterville Municipal Code, the City of Porterville awarded, via a Request for Proposals process, an opportunity to Coast to Coast Caregivers Corp. (dba Culture Cannabis Club) and Jovita Franklin to negotiate a Development Agreement and apply for a Cannabis Business regulatory permit for the establishment of a Retail Cannabis Dispensary;

WHEREAS, Pursuant to Chapter 15, Article VII, Section 15-87, subsection C. of the Porterville Municipal Code, no approval for a cannabis business regulatory permit may be granted unless the City Council, prior to or concurrently with such approval, also approves a Development Agreement, setting forth the terms and conditions under which the commercial cannabis activity will operate in addition to the requirements of Article VII of Chapter 15, all other local ordinances and regulations, state law and such other requirements promulgated by the City in order to protect and promote the public health, safety and welfare.

WHEREAS, the City and Coast to Coast Caregivers Corporation (dba Culture Cannabis Club) have duly met, negotiated, and agreed upon the terms and conditions for said operation of the commercial cannabis business, to be operated at 230-232 North Main Street, Porterville, California;

WHEREAS, the Development Agreement will assure the City and its residents and the Developer that the Development will proceed as proposed and that the public improvements and other amenities and funding obligations, will be accomplished as proposed; and

WHEREAS, pursuant to Section 65867 of the California Government Code, and the City's Development Agreement regulations, the City Council on July 6, 2021, held a duly noticed public hearing concerning whether to adopt the Development Agreement, during which public hearing, the Council received any comments from the Developer, City staff, and members of the public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE HEREBY ORDAINS as follows:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement attached hereto as Exhibit A, subject to the provisions of Section 5 hereof.

SECTION 2. This Ordinance is adopted under the authority of California Government Code Section 65854 et seq., and pursuant to the City's Development Agreement regulations.

SECTION 3. In accordance with the City's Development Agreement regulations, the City Council hereby finds and determines, as follows:

(a) The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, in that it establishes certain development rights, obligations and conditions for the implementation of the subject property;

(b) The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the general plan designations which will apply to the subject property;

(c) The Development Agreement is in conformity with public convenience, general welfare and good land use practice;

(d) The Development Agreement will not be detrimental to the public health, safety and general welfare; and

(e) The Development Agreement will not adversely affect the order development of property or preservation of property values.

SECTION 4. The foregoing findings and determinations are based upon the following:

(a) The Recitals set forth in this Ordinance, which are deemed true and correct;

(b) The City's General Plan, and any applicable amendments thereto.

(c) All City staff reports (and all other public reports and documents) prepared for the City Council, related to the Development Agreement, and other actions relating to the subject property;

(d) All documentary and oral evidence received at the public hearing or submitted to the City during the comment period relating to the Development Agreement, and other actions relating to the subject property; and

(e) All other matters of common knowledge to the City Council, including but not limited to the City's fiscal and financial status, City general ordinances, policies and regulations.

SECTION 5. The City Council hereby approves the Development Agreement, attached hereto as Exhibit A, subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney prior to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, as approved by the City Council.

SECTION 6. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a

significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA Guidelines section 15303 [conversion of an existing structure from one use to another in conjunction with minor changes to the facility]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 7. Upon the effective date of this Ordinance as provided in Section 11 hereof, the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City of Porterville.

SECTION 8. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Agreement.

SECTION 9. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 10. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent.

SECTION 11. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage and adoption. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

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

By: _____
Adrian Monte Reyes, Mayor

ATTEST: _____
John D. Lollis, City Clerk

CITY OF PORTERVILLE INDEMNIFICATION AGREEMENT CANNABIS BUSINESS DEVELOPMENT AGREEMENT AND OPERATING PERMIT

Pursuant to Ordinance Nos. 1853 and 1854, and including Porterville Municipal Code Section 15-87(T), to the fullest extent permitted by local, state, and/or federal law, the Owner(s) as specified in the Development Agreement between the City of Porterville and Owner(s) hereby agrees to hold harmless, indemnify and defend the City of Porterville, its officers, employees, agents, volunteers, and attorneys (hereinafter "City Indemnitees"):

1. From any claims, actions, proceedings, liabilities, or losses (hereinafter collectively referred to as "Claims") brought against the City Indemnitees:
 - a. To attack, set aside, void or annul any action or decision by City Staff, City Council or any other City Indemnitee related to the Project or Property.
 - b. To attack, set aside, void or annual any action taken to provide related environmental clearance under the California Environmental Quality Act (CEQA) by City Indemnitees.

The indemnification includes but is not limited to damages, fees, and/or costs awarded against the City, if any, and costs of suit, reasonable attorney's fees, and other costs, liabilities, expenses incurred in connections with such claims or proceedings whether incurred by the Owner(s), the City, and/or the parties initiating or bringing such Claim or proceeding.

2. From any Claims and liabilities related to the Commercial Cannabis Permit, the Permittee's commercial cannabis activities, any action taken by the Permittee, and/or arising out of the Owner's (or Owners') obligations under the Development Agreement executed between the City and Owner(s).

To the fullest extent permitted by law, Owner(s) agrees to hold harmless, indemnify, and defend the City Indemnitees from and against ANY and ALL Claims as set forth in Sections 1 and 2 above, regardless of any fault of City Indemnitees. If, due to the particular Claim, complete indemnification is not permitted by law, Owner(s) agree to hold harmless, indemnify and defend the City Indemnitees from and against all Claims, EXCEPT for such loss or damage arising from the sole negligence or willful misconduct of the City.

In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from the conditions are set forth above, Owner(s) shall provide a defense to the City Indemnitees, or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such Claims.

The indemnification and any defense obligations to the City, as set forth herein, shall continue and extend beyond the term of the Agreement and/or Permit, and shall remain in full force and effect

through all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

OWNER(S)

Print Name

Date

Owner Signature

Print Name

Date

Owner Signature

Approved as to form:

Owner's Attorney

CITY OF PORTERVILLE

Adrian Monte Reyes, Mayor

Date

RECORDING REQUESTED BY
City of Porterville
AND WHEN RECORDED MAIL TO:
City of Porterville
291 N. Main Street
Porterville, CA 93257
Attention: City Manager

=====

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

COMMERCIAL CANNABIS DISPENSARY DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND
[NAME OF OPERATOR/DEVELOPER], [TYPE OF LEGAL ENTITY]

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2021, (the "Execution Date"), by and between the **CITY OF PORTERVILLE**, a California municipal corporation ("City") Coast to Coast Caregivers Corp. dba Culture Cannabis Club ("CCC" or "Owner") and Jovita Franklin ("Franklin" or "Property Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement:

RECITALS

WHEREAS, the State of California enacted California Government Code Sections 65864 et seq. ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having legal or equitable interests in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction;

WHEREAS, the purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the Owner, and to meet certain public purposes of the local government;

WHEREAS, the City has adopted Municipal Code Article 609, establishing the procedures and requirements for the consideration of development agreements with the City;

WHEREAS, Owners currently hold legal or equitable interest in real property considered in this Agreement which has a development area approximately **4,120** square feet located at 230-232 North Main Street, City of Porterville, State of California (the "Site"). The Site includes Assessor's Parcel Number: 253-197-08, and is more fully described in Exhibit A and shown on the map in Exhibit B. Both exhibits being attached hereto and incorporated herein by this reference;

WHEREAS, presently, Owner has a leased interest in the Site for the purpose of commercial cannabis related activities, specifically the development and operation of a commercial cannabis dispensary. Additionally, the Property Owner is a Director and CFO of Owner. Such Commercial Cannabis facilities shall operate in accordance with all applicable provisions of Business and Professions Code §§26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7-11362.85; Revenue and Taxation Code §§ 34010-34021.5; Vehicle Code §§ 2429.7 and 23222; Water Code §§ 1831, 1847, and 13276; the City of Porterville Municipal Code as it applies to such facilities (collectively the "Applicable Cannabis Laws"), and all Resolutions and procedures adopted or authorized by the City in accordance with those laws and regulations. Prior to operating a commercial dispensary Owner shall be required to obtain a Commercial Cannabis Permit from the City, and all related permits and licenses prior to the operation of same, pursuant to Chapter 15, Article VII and Chapter 21, Article 609 of the Porterville Municipal Code.

WHEREAS, Owner has obtained or will obtain a California State License issued, pursuant to Applicable Cannabis Laws, to operate a commercial storefront dispensary at the Site. The definition of "Property Owner" hereunder shall mean and refer to the fee simple owner of the property. The definition of "Owner" hereunder shall mean and refer to any authorized tenant of the Site to the extent such party holds or is covered by a Commercial Cannabis Permit;

WHEREAS, on _____, 2021 Owner applied to this City for a Commercial Cannabis Permit (*hereinafter* "CCP") to conduct Commercial Cannabis Activities. No such activities are allowed or authorized without a Development Agreement, a Commercial Cannabis Permit, and all requirements pursuant to the above-referenced City regulations.

WHEREAS, Owner presently intends to develop and open a commercial storefront dispensary on the Site consistent with the Applicable Cannabis Laws and Project Approvals (known as the "Project").

WHEREAS, the Project will consist of: one commercial building totaling approximately 4,120 square feet.

WHEREAS, in 2019, Ordinance Nos. 1853 and 1854 came into effect authorizing specified Commercial Cannabis Activities within the City of Porterville, in strict compliance with related State of California laws, regulations and policies, under

specified conditions and provisions;

WHEREAS, all procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied;

WHEREAS, the City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. The City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City’s General Plan, zoning code and municipal ordinances;

WHEREAS, the City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner(s) has represented to City that it would not consider or engage in the Project absent City approving this Agreement;

WHEREAS, the City agrees that Owner’s land use entitlements for the Project shall vest for the term of this Agreement as described below;

WHEREAS, in conjunction with the City’s applicable ordinances and resolutions, the Zoning Administrator of the City reviewed, considered and recommended environmental clearance and recommended approval of the execution of this Agreement to the City Council. The Zoning Administrator found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City’s zoning laws; in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City;

WHEREAS, after conducting a duly noticed hearing on July 6, 2021, in conjunction with the City’s applicable ordinances and resolutions, and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in

the City's zoning laws; in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Porterville and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Government Code and Municipal Code Required Elements

- Description of Property. Land situated in the City of Porterville, County of Tulare, State of California; whose street address is 230-232 North Main Street, City of Porterville, State of California (the "Site"). The Site includes Assessor's Parcel Number: 253-197-08.

- Owner and Other Person with Legal or Equitable Interest.

Owner: Coast to Coast Caregivers Corp., dba Culture Cannabis Club

Nature of Interest: **[SAMPLE: Lease for 10 years with Option to Renew for an additional 10 years].**

If Owner is not the fee simple owner of the Site, check box below:

[X] Owner represents and warrants that the property owner has consented in writing to the execution and recordation of this Agreement against the Site. See attached Landlord Consent agreement, incorporated herein by this reference (Exhibit A). Additionally, the Property Owner is a Director and CFO of Owner and is a party to this Agreement.

- Permitted Uses. The subject property may be used for [DESCRIPTION: commercial storefront cannabis dispensary] as presently authorized under City Chapter 15, Article VII of the Porterville Municipal Code, §§ 15-85 through 15-105 and Chapter 21, Section 301.23, and 609.01 through 609.11, and for any other use as authorized under applicable provisions of the Porterville Municipal Code.
- Zoning. Owner shall guarantee that such activities outlined in Owner's Commercial Cannabis Permit Application ("Application") conducted pursuant to this Agreement and under the Commercial Cannabis Permit shall comply with the City's municipal code, including the above-referenced zoning regulations and any and all development and construction requirements contained therein. Owner shall not conduct any business under this Agreement or under the Commercial Cannabis Permit without having obtained all necessary permits, licenses, and approvals from the City and State of California.

- Reservation or Dedication of Land for Public Purposes. If needed, sufficient roadway, sidewalk, and utility easements shall be reserved or dedicated to City for such purposes.

2. Term

This Agreement shall commence on the Effective Date and it shall end **ten (10)** years from the starting date, and it shall remain in full force and effect so long as the subject property is used for a commercial cannabis facility as authorized under City Ordinance Nos. 1853 and 1854; provided, however, such use is not abandoned for a period of more than ninety (90) days. This Agreement [SHALL] be extended for up to 2 additional **5** year periods following the expiration of the initial **ten (10)** year term upon the occurrence of all of the following:

(i) The Owner shall give written notice to the City no later than one hundred twenty (120) days before the expiration of the initial ten year term that the Owner desires to extend this Agreement for an additional **5** year period;

(ii) The Owner shows adequate evidence to the City that it has a legal and/or equitable interest in the Property and/or will have such interests for the duration of the extended term of the Agreement;

(iii) The Owner shall deposit all fees required by the City necessary for processing the extension request and drafting necessary documentation;

(iv) The Owner shall be in compliance with all provisions of Ordinance Nos. 1853 and 1854, and all terms imposed by the City-issued Commercial Cannabis Permit; and

(v) The Owner shall not be in default of any provision of any agreement between City and Owner relative to the development of the Property or of any condition of approval imposed upon any entitlement granted by the City relative to the development of the Property for which Owner has been given a written notice to cure by the City and for which Owner has not cured or commenced to cure such default within thirty (30) days, if and as provided by such agreement or condition of approval.

3. **General Business/Store and Offices** – The facility will maintain hours of operation consistent with Section 15-87.L. of the Municipal Code, with a minimum of _____ employees per shift.
4. **Parking/Loading Access.** The proposed project is located in Downtown Parking District 1 Zone A, which does not require parking spaces for businesses within it, if the building is three (3) floors or less. Loading may take place on-site within an existing loading space accessed on the east side of the structure. Loading may occur through the use of the alley on the east side of the structure, unless the City determines that the

use is presenting a security issue; in that event the Owner will be required to secure approval of the use of the sally port/loading area adjacent to the business. Within the site, access to the structures will be through the secured front office entrance. Pedestrian walkways within the structure and on the west side of the structure allow pedestrian circulation throughout the site. The project complies with the CALGreen Tier 1 by incorporating stormwater pollution prevention measures, installing energy- and water-efficient equipment, and planting native and drought-tolerant landscaping at the front of the property

5. **Security:** The project will secure the facility against unauthorized entry by installing security lights on the exterior of the building to illuminate the side areas and parking area, installing commercial-grade locks, installing an alarm and video surveillance system, establishing procedures for identifying authorized persons, establish inventory controls, and install a secure surveillance vault to maintain the integrity of records. Further, the project shall have a separately secured, limited access area, where all persons must be at least 21 years of age and have a business reason for entering the area; non-employees with authorized access must be escorted, and an access log must be maintained. In addition, the applicant will engage a licensed security company to provide an operational security plan in compliance with applicable City Regulations and policies.

6. Owner's Site and Floor Plans

- Owner's site plan and floor plan for the facility are attached hereto as Exhibit B and incorporated into the Application.
- A preliminary landscape plan shall be prepared and reviewed and approved by the City Manager, the Community Development Director, the Engineering and Project Management Director, and/or their respective designees. A final landscape plan shall be prepared and submitted in conjunction with building and site improvement plans prior to issuance of building permits for construction activities.
- An exterior signage plan shall be prepared and reviewed and approved by the appropriate City staff in accordance with the procedures and requirements of the Porterville Municipal Code.

7. Facility Operations

- Standard Operating Procedures. Owner is a lawful entity that will only transact business with other legally permitted persons and entities under the California Cannabis Laws. Prior to operating a dispensary, Owner shall be required to obtain a Commercial Cannabis Permit, and all requirements pursuant to said permit, from the City pursuant to City Ordinance Nos. 1853 and 1854. Further, and notwithstanding anything to the contrary, Owner may operate such cannabis-related activities as permitted in accordance with California state laws and regulations, as may be amended, including without limitation, as long

as such activity is not inconsistent with Ordinance Nos. 1853 and 1854, this Development Agreement, the City-issued Commercial Cannabis Permit, and the Porterville Municipal Code.

During the term of its CCP and the term of this Agreement, Owner shall lawfully operate in accordance with all state and local laws. Owner shall employ exemplary operating procedures to comply with state and local laws. Owner's facility shall employ safety and security measures for the safety and security of its employees, visitors, vendors, and neighboring communities and properties.

Owner shall fully comply with the minimum Operating Standards regulating the proposed Commercial Cannabis Activity as set forth in Article Chapter 15, Article 15, Sections 15-85 through 15-105 of the Porterville Municipal Code, and those required by Ordinance No. 1853.

- Security Plan. Owner shall secure approval of its proposed security plan by the City prior to operating, and has attached its draft plan as Exhibit C. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and/or security, protection of the building(s) from vehicle intrusion, cash handling procedures, internal accounting controls, product handling and storage procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by City. See Porterville Municipal Code Section 15-87, subsections (N) and (O), for minimum security requirements.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where cannabis products are handled, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure cannabis products are received, handled, stored, and sold in compliance with applicable state and local laws and regulations. The video surveillance system shall be web-based with direct access provided to the City of Porterville Police Department upon request.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Owner shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Owner and employees, and to ensure public safety to the neighboring community. Owner shall use security personnel during all hours of business operations. Security personnel may be armed so long as proper licensing and insurance requirements are followed and met by the third-party operator providing such security services.

Further, the project shall have a separately secured, limited access area, where all persons must be at least 21 years of age and have a business reason for entering the area; non-employees with authorized access must be escorted, and an access log must be maintained. The (nonlimited access) reception area shall be completely separated and secured from the dispensary operations, and shall be operated in conformity with all applicable laws and regulations, and by an employee at least 21 years of age, with concurrent monitoring by onsite security personnel.

- Fire Department Approval. Owner shall not operate any facility, and no permit, license, or other approval issued by City shall be valid unless and until the Porterville Fire Department has approved Owner's site plan, floor plan, safety plan, and any other plans that require its approval.
- Possession of Firearms. Except for licensed and bonded security personnel, no person employed or contracted by Owner shall be in possession of any firearm while on the premises or location without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the premises or location must provide the City Manager and the Porterville Police Department, ten (10) days before bringing the firearm onto the premises, with the following:
 - 1) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;
 - 2) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);
 - 3) A copy of his or her California driver's license or California identification card; and
 - 4) Any other information reasonably required by the Porterville Police Department to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.
- Identification Display. Each owner, manager, employee, and individual member engaged in the operation of the business shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by Owner.
- Employee Background Checks and Procedures for Inventory Control to Prevent Non-Medical Diversion of Medical Cannabis. Only employees who receive the required background clearance pursuant to Section 15-89 of the Porterville Municipal Code shall be permitted to enter Owner's facility. Each

employee will have to meet a criminal background investigation as required by the City, which at minimum shall include a LiveScan criminal history check, which City shall make a good faith effort to facilitate within a reasonable time following the issuance of a Commercial Cannabis Permit(s) or license(s) to Owner.

Owner shall take all necessary and reasonable steps to prevent the sale or distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the sale of cannabis; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against cannabis possession or use on federal property.

- Point of Sale Tracking System. Owner shall maintain an inventory control and reporting system that accurately documents the cannabis products. The inventory control and reporting system shall comply with the track and trace program required by California Cannabis Law and regulations issued thereunder.

Owner shall employ an electronic point of donation/sale system approved by the State of California for all point of donations/sales tracking from seed or inception to product distribution to other licensed commercial cannabis facilities. Such approved system shall track all commercial cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). Owner's point of sale system shall have the capacity to produce historical transactional data in accordance with City's requirements.

- Record Keeping. Owner shall maintain records for all commercial cannabis and/or infused products. Owner shall comply with all record-keeping responsibilities that are set forth in Ordinance No. 1853, Section 15-87(O) of the Porterville Municipal Code, including complete and up-to-date records regarding the amount of commercial cannabis delivered and sold, and applicable State law.
- Commercial cannabis sales shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Owner shall store its commercial cannabis and/or commercial cannabis products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within Owner's facility. Owner will not conduct outdoor operations except as related to lawful delivery and transportation of commercial cannabis and infused products. Owner will not store commercial cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

Any excess or contaminated product will be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

- Description of Banking Plan. Owner shall seek to open a bank account under the name of Owner or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments. Should a bank account not be forthcoming, Owner shall implement other industry standard banking and/or other industry standard transactional mechanisms.
- Transportation and Delivery Plan. Owner shall comply with all state and local law regarding transportation and delivery, including the rules governing delivery service. Owner shall retain a list of names and cellular contact numbers for all employees engaged in transportation and/or delivery of commercial cannabis products and provide it to the applicable oversight authority, keeping the list current and up to date.

Owner will keep complete and up-to-date records documenting each delivery, including the amount/product(s) provided, the date and time provided, the name of the employee making the delivery, the name and address of the individual corporation to whom delivery is made, and the amount of the related sale/monetary transaction.

8. Community Relations, Employment, and Wages

- Public Outreach and Education Program. The Owner shall coordinate and cooperate with City and any other Owners of commercial cannabis dispensaries located within City of Porterville in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be approved by City.
- Community Benefits Program. The Owner shall coordinate and cooperate with the City and other Owners of commercial cannabis facilities located within

the City of Porterville in the City Council's establishment and implementation, and the Owners' funding of a community benefits program which could include such items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service, public safety, and special social and community organizations. This community benefits program may be implemented by the City. The City may invite public participation in the decision-making process for identifying and prioritizing community needs and benefits, and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

Owner agrees, as a business expense, to pay the City the yearly sum of \$ of \$30,000.00 or 1% of Owner's annual gross receipts, whichever amount is greater, from the commercial operation on the Premises. Unless otherwise agreed to in writing by the parties the above amount shall be paid over the course of the calendar year on a quarterly basis, with payments due within 30 days of the end of each quarter. The first payment shall be due at within 30 days of the end of the first quarter for which the commercial operation at the Premises was operational and prorated to account for when during the quarter the opening occurred.

- Designation of Community Relations Liaison. At the time of this Agreement, Owner's day-to-day operations manager, _____, will be responsible for community inquiries and complaints and on-site management during normal business hours.
- Interface with City of Porterville Police / Inspections. Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, _____, will interface with the Porterville Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Porterville Police Department's assigned designee acting at the City Manager's request and per his specific and limiting instructions, shall have the right to enter all Premises from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and state and local laws and regulations, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City. See, Ordinance No. 1853, as well as Porterville Municipal Code Section 15-87, 15-96.

_____ Owner's Initials

- Local Recruitment, Hiring, and Training Programs. Owner is committed to making a good-faith effort to recruit, hire, and train City residents for employment by Owner. A good-faith effort means Owner shall take the following or similar actions to recruit and employ City residents: 1) Contact local recruitment sources, including the Employment Connection, to identify qualified individuals who are City (or City area) residents, 2) Advertise for qualified City residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ City residents as a part of the its workforce. The Owner commits to a local annual hiring goal of 50% of total operational jobs for permanent and apprentice employees. This goal shall apply horizontally, across all departments and managerial positions. The Owner shall not be penalized or deemed in default under this Agreement if it is unable to achieve such a goal. "Local" is defined as within a 3-mile radius of the boundaries of the City's boundaries. The Owner shall contact and work with a job referral agency (e.g. the Employment Connection) assigned by the City Manager to implement a local hiring policy for permanent and apprentice employees. The purpose of the hiring policy is to facilitate the training and employment of local and disadvantaged job applicants for jobs within the City's jurisdiction, and 3-mile radius of City boundaries. Applicants for jobs shall not be disqualified from hiring solely on the basis of an arrest or conviction for a Cannabis-related crime that occurred prior to November 8, 2016, and could have been prosecuted as a misdemeanor or citation under current California law. The Owner shall report on compliance with the local hiring goals as part of its annual audit report.
9. Public Art Feature/Element. Owner agrees to provide a historical/artistic feature as a component of its project, located at or near the Property (for example, the completion of a mural located on the second story of the building along Putnam Avenue). The artistic feature will be subject to the review of the City Cannabis Ad Hoc Committee and City of Porterville Arts Commission, and the approval of the City Council, prior to the commencement of work on the feature. Work on the feature must be commenced within one year of the opening of the business.
10. Indemnification Agreement by each Cannabis Permittee
- Pursuant to Ordinance Nos.1853 and 1854, and including Porterville Municipal Code Section 15-87(T), to the fullest extent permitted by local, state and/or federal law, the City of Porterville shall not assume any liability whatsoever with respect to having issued a Commercial Cannabis Permit or executed a Development Agreement pursuant Ordinance No. 1853 and Chapter 609 of the Development Code, or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any Commercial Cannabis Permit and to the execution and approval of a Development Agreement, the Owner shall be required to meet all the conditions enumerated in Porterville Municipal Code Sections 15-85 through 15-105, before this Agreement may be

executed, and before they can receive the Commercial Cannabis Permit. The City Manager shall require the Owner and Property Owner/each Commercial Cannabis Permittee to execute a separate Indemnification Agreement prepared by the City that fully indemnifies the City for all liabilities associated with the Commercial Cannabis Permit, the Commercial Cannabis Permittee's Commercial Cannabis Activities, and any action taken by the Cannabis Permittee, and/or arising out of Owner's or Property Owner's obligations under this Agreement. The Indemnification Agreement shall include the defense of the City and reimbursement of all fees, costs and expenses incurred by the City related to any action arising from this Agreement. Attached as Exhibit E, and incorporated herein by this reference, is true and correct copy of a fully executed Indemnification Agreement.

11. Fees, Costs, and Taxes

- **Permit Fees.** Owner agrees to pay all permit fees and charges authorized and referenced in Ordinance Nos. 1853 and 1854, all amounts adopted by City Council and as required by applicable laws and regulations, and any fees set forth in this Agreement. Permit application, processing, and renewal fees shall be due and payable at the time application is made or renewed.
- **Cannabis Business Tax.** Owner shall comply with all provisions of Ordinance No. 1875, and Porterville Municipal Code Chapter 22, Article VI, which requires every person engaged in a Commercial Cannabis Business in the City to pay an annual Commercial Cannabis Business tax at a rate established by resolution of the City Council, but no more than 10% of annual gross receipts. Resolution No. 99-2020, adopted by the City Council on December 15, 2020, has currently set the rate at 7% of annual gross receipts per fiscal year.

Copies of Tax Filings. Owner shall additionally provide the City with courtesy copies of each and every report Owner is required to provide to the County of Tulare or the State of California for sales, use, or other tax purposes at the time such filings are made.

12. Insurance

- **Insurance.** Owner shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Owner" for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this section and its subsections with carriers reasonably satisfactory to City.
- **General Liability Insurance.** Owner shall maintain commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) each

occurrence. Such insurance shall also:

- 1) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as “Additional Insureds” by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.
 - 2) Be primary with respect to any insurance of self-insurance programs covering City, its officials, employees, agents, and representatives.
 - 3) Contain standard separation of insured provisions.
- Automotive Liability Insurance. Owner shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident for the vehicles Owner operates in connection with its cannabis business. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:
 - 1) Name City, and work in good faith with the City and the insurers to name additional insureds as deemed reasonably necessary. “Additional Insureds” by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds;
 - 2) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives;
 - 3) Contain standard separation of insured provisions.
 - Workers’ Compensation Insurance. Owner shall take out and maintain during the term of this Agreement, workers’ compensation insurance for all of Owner’s employees employed at or on the Project, and in the event any of the work is subcontracted, Owner shall require any general contractor or subcontractor similarly to provide workers’ compensation insurance for such contractor’s or subcontractor’s employees, unless such employees are covered by the protection afforded by Owner. In case any class of employee engaged in work on the Project is not protected under any workers’ compensation law, Owner shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Owner hereby indemnifies City for any damage resulting from failure of Owner, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers’ compensation insurance with statutory limits and employer’s liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident shall be maintained.

- Other Insurance Requirements. Owner shall do all of the following:
 - 1) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidenced all insurance required in this Article, including evidenced that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City.
 - 2) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.
 - 3) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior the termination of this Agreement.
 - 4) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the term or the mutual written termination of this Agreement.
 - 5) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

13. Termination

- Termination Upon End of Term. This Agreement shall terminate upon the expiration of the term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.
- Effect of Termination on Owner's Obligations. Termination of this Agreement shall eliminate any further obligation of Owner to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Owner to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.
- Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or

damages based upon acts or omissions occurring before termination.

- Survival After Termination. The rights and obligations of the Parties set forth in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

14. Resources Efficiency

Owner shall endeavor to reduce its environmental impact when possible. The design of the facility shall include reasonable water and energy conservation measures in accordance with applicable State regulations.

15. Standard Conditions for Construction

During any on-site construction activities related to development of the project site and any buildings thereon, or renovation or remodeling of existing buildings, Owner shall comply with all state and local building and construction laws, regulations, and guidelines. The Project shall comply with the applicable parking standards established by the City for these particular cannabis activities.

16. Defaults and Remedies

- Remedies in general. It is acknowledged by the parties that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure to delay by either party to perform any term or provision of this Agreement beyond a reasonable notice and cure period shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) day notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. Notwithstanding the foregoing to the contrary, if the alleged default is of such a nature that it cannot be cured within thirty (30) days, the alleged defaulting party shall not be deemed in default as long as such party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

After notice and expiration of the thirty (30) day period, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City shall

not be liable in monetary damages, unless expressly provided for this Agreement, to Owner, to any mortgagee or lender, or to any successors in interest of Owner or mortgagee or lender, or to any other person, and Owner covenants on behalf of itself and all successors in interest to the Property or any portion thereof, not to sue for damages or claim any damages.

- 1) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- 2) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which Owner characterizes as a regulatory taking or inverse condemnation; or
- 3) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by City of its power of eminent domain. Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from bad faith intentional acts, the grossly negligent or malicious acts of City and its officials, officers, agents and employees. Nothing herein shall modify or abridge any defenses or immunities available to City and its employees pursuant to the Government Liability Act and all other applicable statutes and decisional law.

Except as set forth in the preceding paragraph relating to eminent domain, Owner's remedies shall be limited to those set forth in this Section.

Notwithstanding anything to the contrary contained herein, City covenants as provided in Civil Code Section 3300 not to sue for or claim any consequential damages or, in the event all or a portion of the Property is not developed, for lost profits or revenues which would have accrued to City as a result of the development of the Property.

- **Specific Performance.** The parties acknowledge that money damages and remedies at law are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

- 1) Except as provided in this Agreement, money damages are unavailable against City.
- 2) Due to the size, nature and scope of the Project, it may not be

practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to use the Property or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

- Release. Except for those remedies set forth in this Agreement, Owner, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement.

Owner acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of its execution of this Agreement. Such fact notwithstanding, Owner agrees that the release provided in this Section shall apply to such unknown or unknowable claims and damages. Without limiting the generality of the foregoing, Owner acknowledges the provisions of California Civil Code Section 1542, which provide:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Owner hereby waives, to the maximum legal extent, the provisions of California Civil Code Section 1542 and all other statutes and judicial decisions of similar effect.

Owners' Initials

- Termination of Agreement for Default of City. Owner may terminate this Agreement in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such

actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default. Notwithstanding anything to the contrary, in the event that Owner deem it is necessary and/or advisable to cease operations in Porterville, then Owner may terminate this Agreement, and such termination shall be effective upon the date of written notice to the City.

- **Attorneys' Fees and Costs.** In any action or proceeding between City and Owner brought to interpret or enforce this Agreement, or which in any way arises out of the existence of this Agreement or is based upon any term or provision contained herein, the "prevailing party" in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this Agreement, the prevailing party's reasonable attorneys' fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Section include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding.
- **Owner Default.** No building permit shall be issued or building permit application accepted for any structure on the Property after Owner is determined by City to be in default of the terms and conditions of this Agreement until such default thereafter is cured by Owner or is waived by City. If City terminates this Agreement because of Owner's default, then City shall retain any and all benefits, including money or land received by City hereunder.

17. Third Party Litigation

- **General Plan Litigation.** City has determined that this Agreement is consistent with its General Plan. Owner has reviewed the General Plan and concurs with City's determination.

City shall have no liability under this Agreement or otherwise for any failure of City to perform under this Agreement, or for the inability of Owner to develop the Property as contemplated by the **Agreement**, which failure to perform or inability to develop is as the result of a judicial determination that the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law, or that this Agreement or any of City's actions in adopting it were invalid, inadequate, or not in compliance with the law.

- **Hold Harmless Agreement.** To the fullest extent permitted by law, Owner hereby agrees to, and shall hold City, its elective and appointive boards,

commissions, officers, agents, attorney's, contractors, consultants and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner or Owner's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Owner agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

- Indemnification. To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless City and its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Property; (ii) the environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Property; (iii) any claims based on or alleging inverse condemnation by any person or entity with an interest in the Property; and (iv) the proceedings undertaken in connection with the adoption or approval of any of the above. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Owner regarding the selection of counsel, and Owner shall pay all costs related to retention of such counsel. This Indemnification is provided in addition to that set forth in Section 7.

- Environmental Contamination. To the fullest extent permitted by law, Owner shall indemnify and hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees free and harmless from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting and acts or omissions of City as successor to any portions of the Property dedicated or transferred to City by Owner, for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but

not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action or proceeding. This Indemnification is provided in addition to that set forth in Section 7.

The provisions of this Section do not apply to environmental conditions that predate Owner's ownership or control of the Property or applicable portion; provided, however, that the foregoing limitation shall not operate to bar, limit or modify any of Owner's statutory or equitable obligations as an owner or seller of the Property.

- **City to Approve Counsel.** With respect to this Section, City reserves the right to approve the attorney(s) which Owner selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld.
- **Accept Reasonable Good Faith Settlement.** With respect to this Section, City shall not reject any reasonable good faith settlement. If City does reject a reasonable, good faith settlement that is acceptable to Owner, Owner may enter into a settlement of the action, as it relates to Owner, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Section applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. Owner and City expressly agree that this Section does not apply to any settlement that requires an exercise of City's police powers, limits City's exercise of its police powers, or affects the conduct of City's municipal operations.
- **Survival.** The provisions of this Section inclusive, shall survive the termination or expiration of the Agreement.

18. California Environmental Quality Act

Owner shall pay all fees and reimburse City for any and all costs incurred by City related to project review under the California Environmental Quality Act (CEQA), Public Resources Code, §§21000-21189.3, and the Guidelines for California Environmental Quality Act, California Code of Regulations, Title 14, §§15000-15387. If reasonably requested by City, Owner shall conduct and pay for any required CEQA reviews and analyses. The City has found that the proposed Project is Categorical Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities. This exemption applies to projects characterized as alterations to existing facilities meeting the conditions described in **Section 15301**.

19. Rules, Regulations, and Official Policies

Except as otherwise provided in this Agreement, the rules, regulations, and official

policies of City governing permitted uses of the land, governing density, and governing the design, improvements, and construction standards and specifications applicable to the development of the Project subject of this Agreement, shall be those rules, regulations, and official policies of City in force at the time of the execution of this Agreement. This Agreement does not prevent City, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor does this Agreement prevent City from denying or conditionally approving any subsequent development project application based on such existing or new rules, regulations, or policies.

20. Commercial Cannabis Permit Conditions of Approval

Owner shall comply with all conditions of approval of the City-issued Commercial Cannabis Permit.

21. Periodic Reviews

This Agreement shall be subject to annual review. Owner and Landlord executing this Agreement shall demonstrate good faith compliance with the terms of this Agreement. If, as a result of such periodic review, City finds and determines, based on substantial evidence, that Owner or Landlord executing this Agreement, or successor in interest thereto, has not complied in good faith with the terms or conditions of this Agreement, City may terminate or modify this Agreement (except no modification shall increase Owner's liability nor reduce Owner's rights), provided that City shall first provide Owner notice of its intent to terminate, with a detailed explanation as to why, and provide Owner the reasonable right to cure the same.

- **Periodic Review.** City Council shall review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with this Agreement. During the periodic review Owner shall be required to demonstrate good faith compliance with the terms of the Agreement, through submitting an annual monitoring report, records, or equivalent written materials to the Community Development Department. The Department will schedule a hearing on the periodic review of the Development Agreement on or following the anniversary of the Effective Date, but Owner has no obligation to compel such hearing, and no implication will be made to Owner's detriment if a hearing is not in fact held. Owner shall document any request for an extension of the term due to delays beyond the control of Owner (see Section 25, "Force Majeure").
- **Conditional Use Permit.** For all intents and purposes, the Commercial Cannabis Permit to be issued under this Agreement shall be treated as if it were a Conditional Use Permit issued to Owner for the establishment and operation of its business. The operation of the business at all times shall be required to comply with the terms of this Agreement.

- **Special Review.** City Council may order a special review of compliance with this Agreement at any time. The Community Development Director or his or her designee shall conduct such special review. During a special review, Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Owner.
- **Review Hearing.** At the time and place set for the review hearing, Owner shall be given an opportunity to be heard. If City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, City Council may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of City. The decision of City Council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Section 1094.5.
- **Certificate of Agreement Compliance.** If, after a periodic or special review, Owner is found to be in compliance with this Agreement, and if Owner requests it, City shall issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent periodic or special review, and based upon the information known or made known to the Planning Director and City Council, that (i) this Agreement remains in effect and (ii) Owner is not in default.

City shall not be bound by a Certificate if a default existed at the time of the periodic or special review, but was concealed from or otherwise not known to the Planning Director and City Council, regardless of whether the Certificate is relied upon by assignees or other transferees or Owner.

- **Failure to Conduct Review.** City's failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.

22. Assignment

Assignment by Owner. Owner shall not transfer, delegate, sublet or assign its interest, rights, duties, and obligations under this Agreement. Any assignment, delegation, or subletting shall be null and void.

23. Operating Commercial Cannabis Facility

Any party to this Agreement, shall not operate a commercial cannabis facility authorized under the municipal code unless it is the holder of a valid applicable State Cannabis License and a Commercial Cannabis Permit issued by City in accordance with the procedures and requirements of Chapter 15, Article VII of the Porterville Municipal Code.

24. Notice

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:

City of Porterville
291 North Main St.
Porterville, CA 93257
Attention: City Manager

and

City Attorney, Porterville
McCormick, Kabot, Jenner & Lew
4010 S. Demaree Street
Visalia, CA 93277

If to Owner:

Coast to Coast Caregivers, dba Culture Cannabis Club
c/o [name]
3 Corporate Park, Suite 200
Irvine, CA 92606

And

[Name]
Culture Cannabis Club
230-232 North Main Street
Porterville, CA 93257

If to Property Owner: Jovita Franklin
P.O. Box 2431
Porterville, CA 93258

25. Miscellaneous Provisions

- **Amendment or Cancellation.** This Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the parties to this Agreement or their successors in interest.
- **Waiver.** Waiver by City of any one or more of the terms or conditions of this Agreement shall not be construed as waiver of any other term or condition under this Agreement.
- **Enforcement/Reserved Powers.** Unless amended or canceled pursuant hereto, this Agreement shall be enforceable by any party hereto, or successor in interest thereto, notwithstanding any subsequent change in any applicable general or specific plan, zoning, subdivision or building regulation, or municipal code amendment adopted by City that conflicts with the terms of this Agreement. However, this Agreement is subject to the City's "Reserved Powers." For purposes of this Agreement, "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future discretionary actions after the Effective Date of this Agreement that: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to California Marijuana Laws or California Uniform Codes, as adopted by the City of Porterville, and/or the Porterville Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Site; (3) are necessary to comply with state or federal laws and regulations; or (4) involve sign and parking ordinances and guidelines, changes to the City's zoning laws, Specific Plan or the City's General Plan, whether adopted previous or subsequent to the Effective Date of this Agreement).

If any City ordinance, rule or regulation or addition to the Porterville Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement or an associated Commercial Cannabis Permit, business license or other

authorizations and City approvals, or reduce development rights or assurances provided to the Owner in this Agreement, then such changes, additions or deletions to the Porterville Municipal Code shall not be applied to the Site or Project; provided, however, the parties acknowledge that the City's approval of this Agreement is a legislative action subject to referendum. The parties shall cooperate with each other and undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms and to the fullest extent permitted by state or federal law.

Notwithstanding anything to the contrary in this Agreement, site improvements contemplated by this Agreement shall be completed pursuant to the City's development standards and design guidelines.

- **Joint and Several Liability.** Owner shall be jointly and severally liable for any amount due under this Agreement, and any breach of this Agreement or failure to pay by one Party shall also constitute a breach of this Agreement by the other Party.
- **Severability.** If any part of this Agreement is found to conflict with applicable state laws or regulations, such part shall be inoperative, null, and void insofar as it conflicts with said laws or regulations, or modified or suspended as may be necessary to comply with such state laws or regulations, but the remainder of this Agreement shall continue to be in full force and effect.
- **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile, or electronic signature.
- **Jurisdiction.** The law governing this Agreement shall be that of the State of California. The parties agree that this Agreement is entered into and to be performed in Tulare County, California.
- **Disclaimer.** Despite California's commercial cannabis laws and the terms and conditions of this Agreement, or any Commercial Cannabis Permit issued pertaining to Owner or the property specified herein, California commercial cannabis possessors or business operators may still be subject to arrest by state or federal officers and prosecuted under state or federal law. The Federal Controlled Substances Act, 21 USC § 801, prohibits the manufacture, distribution, and possession of cannabis without any exemptions for medical use.
- **Force Majeure.** If delays are caused by unforeseen events beyond the control of Owner, such delays will entitle Owner to an extension of time as provided in this section. Such unforeseen events ("Force Majeure") shall mean

war, insurrection, acts of God, local, state or national emergencies, strikes and other labor difficulties beyond the party's control, or any default by City hereunder, which Force Majeure event substantially interferes with the development, construction or operation of the Project.

- **Constructive Notice and Acceptance.** Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

- **Binding Effect of Agreement.** The Parties agree that the Recitals above are true and correct and intend to be bound by same. Except as otherwise provided, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all authorized successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide constructive notice thereof, the City Clerk will record this Agreement with the Tulare County Recorder within the period required by Government Code Section 65868.5.

- **Project as a Private Undertaking.** It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property.

- **Changes to Project.** The parties acknowledge that changes to the Project or Development Plans and related approvals may be appropriate and mutually desirable to carry out the intent and purpose of this Agreement. This Agreement shall not prevent the City from applying, with the consent or at the request of the Owner, *Subsequent Land Use Regulations* or *Subsequent Development Approvals* that do not directly conflict with the Project, Site or Development Plan authorized under this Agreement. The granting of one such change or request shall not obligate the City to grant other similar changes or requests. As used herein, "*Subsequent Development Approvals*" include, without limitation, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other non-discretionary permits or approvals necessary, convenient or appropriate for the Project. As used herein, "*Subsequent Land Use Regulations*" means ordinances, resolutions and codes adopted or approved by

the City after the Effective Date of this Agreement governing the development and use of the land, including general plan amendments, zone changes, variances or conditional use permits affecting the permitted use of the land including density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions of reservation or Dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property.

- **Conflicting Federal or State Rules.** In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, *this Agreement shall remain in full force and effect as to those provisions not affected*; and

(i) **Notice of Conflict.** Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(ii) **Modification Conferences.** The parties shall, within thirty (30) days of the notice referenced to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

(iii) **City Council Hearings.** In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review in accordance with California law.

(iv) **City Cooperation.** The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated by the City. As required by this Agreement, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

Effective Date. “Effective Date” means the date on which all of the following are true: (i) thirty (30) days have elapsed since the second reading of the Ordinance adopting and approving this Development Agreement and (ii) all Exhibits to this Agreement are finalized, executed and notarized by all affected parties (if applicable) and attached

hereto; provided, however, that if these conditions have not been fully satisfied by the Owner the Effective Date may not thereafter occur and this Agreement may not thereafter become effective.

- **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PORTERVILLE

OWNER

**Coast to Coast Caregivers Corp.,
dba Culture Cannabis Club**

Mayor

Name: XXXX
Title: XXXX

PROPERTY OWNER

Name: Jovita Franklin

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

Attorney for Owner and Property Owner



CULTURE
— CANNABIS CLUB —

LANDLORD AUTHORIZATION

COMMERCIAL CANNABIS BUSINESS OPERATORS PERMIT APPLICATION

PROPERTY OWNER'S STATEMENT OF CONSENT

If the applicant is not the owner of record of the subject site, the following Statement of Consent must be completed by the owner or the owner's authorized representative, granting the applicant permission to apply for a cannabis business operator permit.

I, the undersigned legal owner of record, hereby grant permission to:

Applicant: Jovita Castaneda Phone: (559) 359-1995

Mailing Address: PO Box 2431 Pville CA 93258

To operate a commercial cannabis business on the property described below. I agree to abide by and conform to the conditions of the permit and all provisions of the Porterville Municipal Code pertaining to the establishment and operation of the commercial cannabis business. I acknowledge that the approval of the Commercial Cannabis Business Permit shall, in no way, permit any activity contrary to the Porterville Municipal Code, or any activity which is in violation of any applicable law. I further understand that I am responsible for, and also subject to, enforcement actions regarding any violations and/or nuisance activity which may occur at this property if leasing the property to the applicant.

The subject property is located at: 230 N. Main Pville CA 93257

Assessor's Parcel Number: 253-197-008-000

Printed Name of Owner of Record: Jovita Castaneda

Address of Owner of Record: _____

Phone: (559) 359-1995 Email address: jovitafranklin@yahoo.com

Signature of Owner of Record: Jovita Castaneda Date: 1/30/20

Attach:

- ☐ Proof of possession of the premises and approval of use (deed, lease, lease assignment, agreement showing willingness to sell property if applicant obtains permit)

Notary Use Only:

State of California
County of Tulare

On this, the _____ day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

I witness hereof, I hereunto set my hand and official seal.

Notary Public





CULTURE
— CANNABIS CLUB —

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**
(CALIFORNIA CIVIL CODE § 1189)

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

STATE OF CALIFORNIA)
COUNTY OF Tulare)

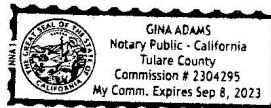
On 01/30/2020 before me, Gina Adams (notary public)
(Date) (Here Insert Name and Title of the Officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Gina Adams
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

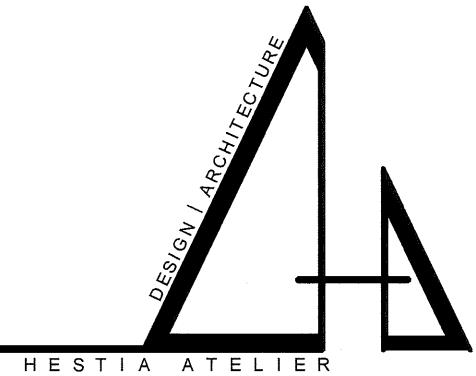
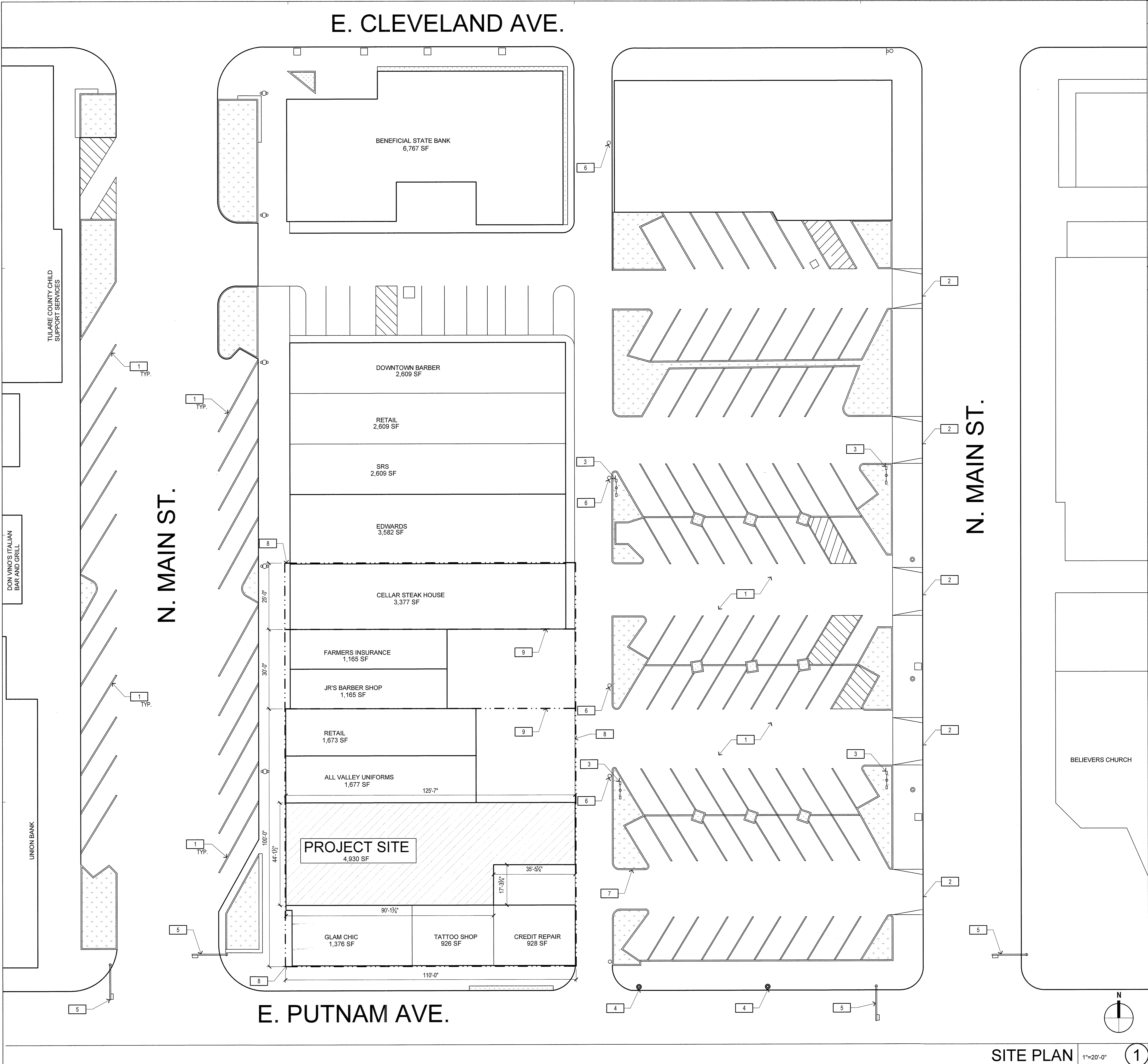
Additional Information: _____

revision date 01/01/2015



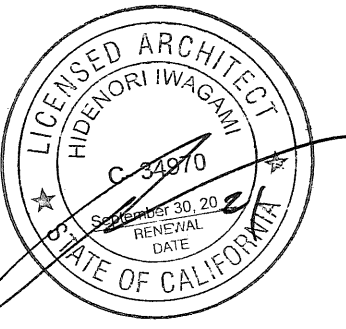
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sheet plotted: Feb/02/2021 @ 11:45 AM
drawing file name: w:\projects\blomstone\porterville\cfa1.0 - site plan.dwg



555 ANTON BLVD, SUITE 150
COSTA MESA, CA. 92626

Seal

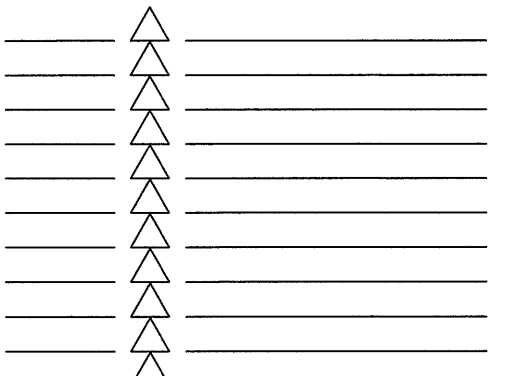


Consultant

CULTURE CANNABIS CLUB
230 N. MAIN ST. SUITE D
PORTERVILLE, CA 93257

SITE PLAN

CUP NUMBER:
Plan Check Number:
REVISION #1 12-09-2020



S H E E T

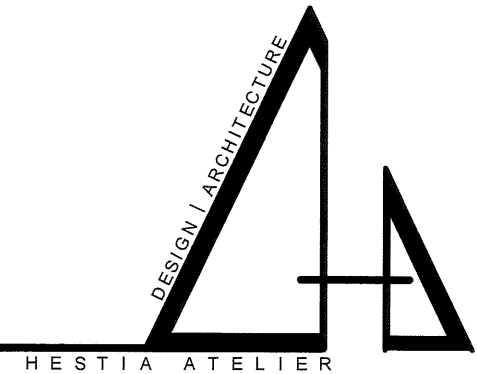
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LEGEND

- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING INTERIOR WALL TO REMAIN
- DEMO LINE

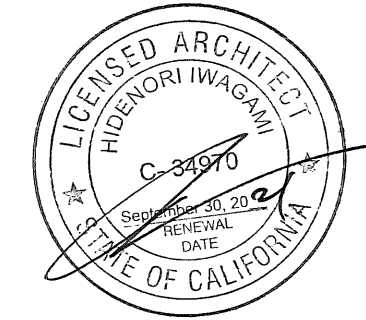
KEYNOTES

- EXISTING DEMISING WALL TO REMAIN
- EXISTING WINDOW TO REMAIN
- EXISTING EXTERIOR DOOR & SIDELITE TO REMAIN
- EXISTING EXTERIOR METAL DOOR TO REMAIN
- EXISTING ACCESSIBLE RESTROOM TO REMAIN
- EXISTING STRUCTURAL COLUMN TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING OUTLINE OF CEILING OVERHANG ABOVE
- EXISTING SEWER LINE FROM FLOOR ABOVE TO REMAIN
- NOT USED
- DEMOLISH EXISTING INTERIOR NON-BEARING WALL
- DEMOLISH EXISTING PLUMBING FIXTURES
- DEMOLISH EXISTING INTERIOR DOOR
- DEMOLISH EXISTING EXTERIOR DOOR
- EXISTING INTERIOR DOOR TO BE REMOVED & RELOCATED
- EXISTING INTERIOR DOOR TO REMAIN
- EXISTING PLUMBING FIXTURES TO REMAIN
- EXISTING INTERIOR NON-BEARING WALL TO REMAIN
- DEMOLISH PARTIAL WALL TO PREPARE FOR FUTURE 2-WAY DRAWER



555 ANTON BLVD, SUITE 150
COSTA MESA, CA. 92626

Seal

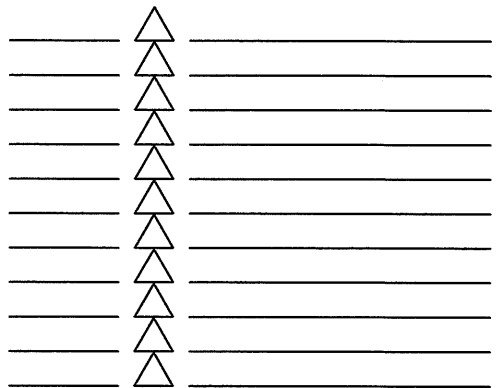


Consultant

CULTURE CANNABIS CLUB
230 N MAIN ST, SUITE D
PORTERVILLE, CA. 93257

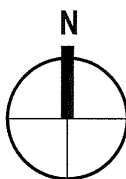
DEMO FLOOR PLAN

CUP NUMBER:
Plan Check Number:
REVISION #1 12-09-2020



S H E E T

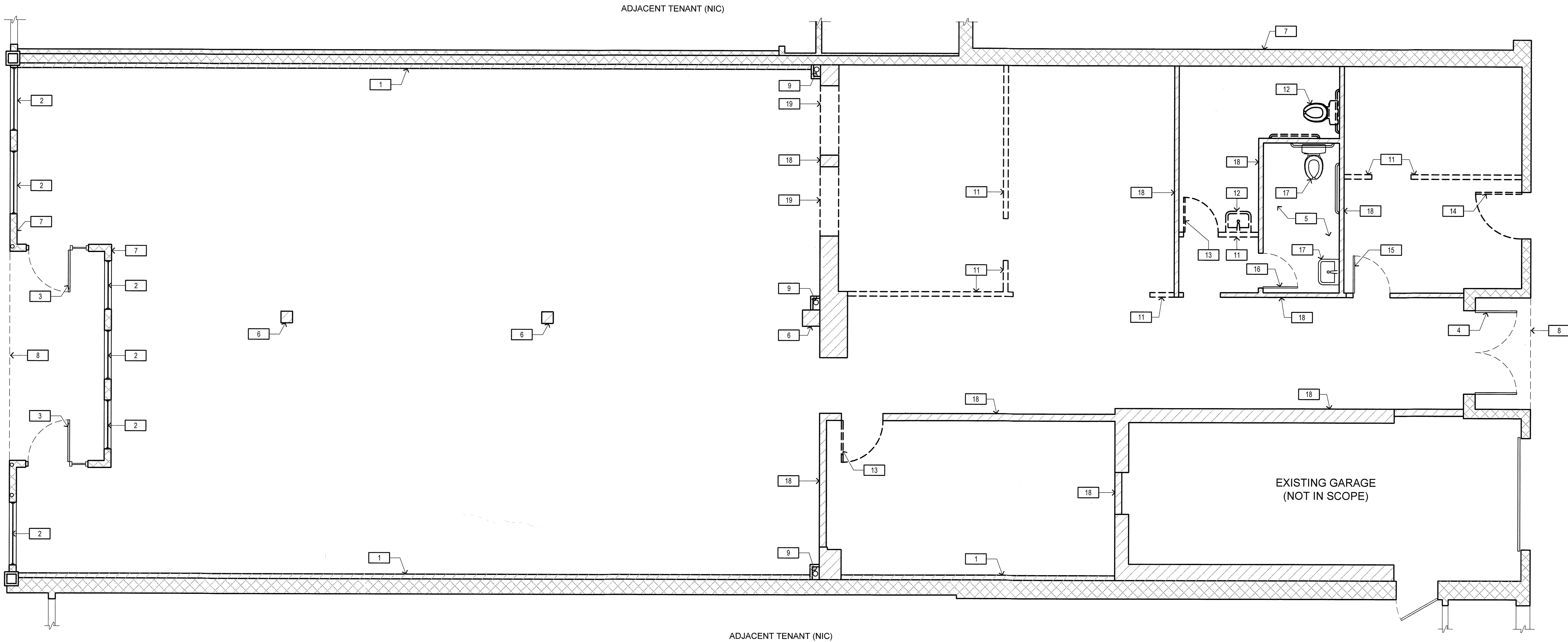
AD2.0



DEMO FLOOR PLAN

1/4"=1'-0"

1



WALL TYPE SCHEDULE

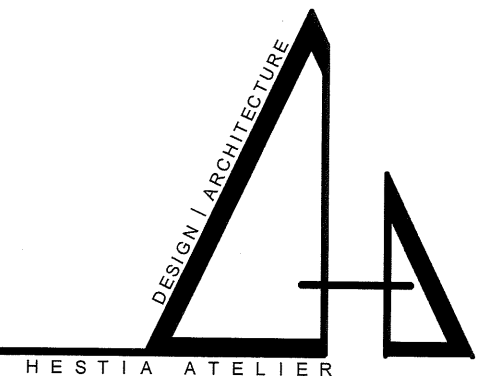
W1	EXISTING WALL TO REMAIN
W2	2x4 WOOD STUD AT 16" O.C. WITH ½" TYPE 'X' GYP ON BOTH SIDES
W3	GLASS WALL W/ FROSTED WINDOW FILM

LEGEND

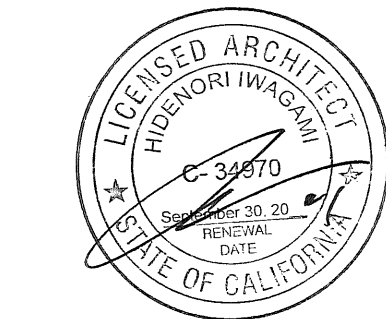
- EXISTING WALL TO REMAIN
- NEW INTERIOR WALL

KEYNOTES

- 1 EXISTING DEMISING WALL TO REMAIN
- 2 EXISTING WINDOW TO REMAIN
- 3 EXISTING EXTERIOR DOOR & SIDELITE TO REMAIN
- 4 EXISTING EXTERIOR METAL DOOR TO REMAIN
- 5 EXISTING ACCESSIBLE RESTROOM TO REMAIN
- 6 EXISTING STRUCTURAL COLUMN TO REMAIN
- 7 EXISTING EXTERIOR WALL TO REMAIN
- 8 NEW TEMPERED FROSTED GLASS WALL; MIN. 1/2" THICK.
- 9 NEW INTERIOR WALL FILL-IN TO ALIGN W/ EXISTING
- 10 NEW EXTERIOR WALL FILL-IN TO ALIGN W/ EXISTING
- 11 RELOCATED EXISTING DOOR
- 12 NEW DOOR
- 13 EXISTING PLUMBING LINE TO REMAIN
- 14 EXISTING INTERIOR DOOR TO REMAIN



555 ANTON BLVD, SUITE 150
COSTA MESA, CA. 92626

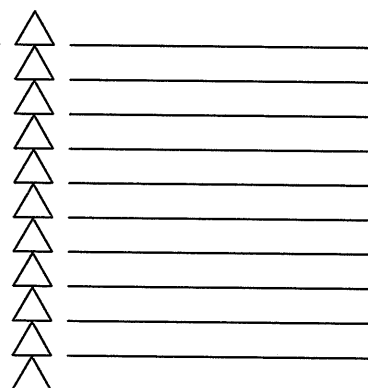


Consultant

CULTURE CANNABIS CLUB
230 N. MAIN ST. SUITE D
PORTERVILLE, CA 93257

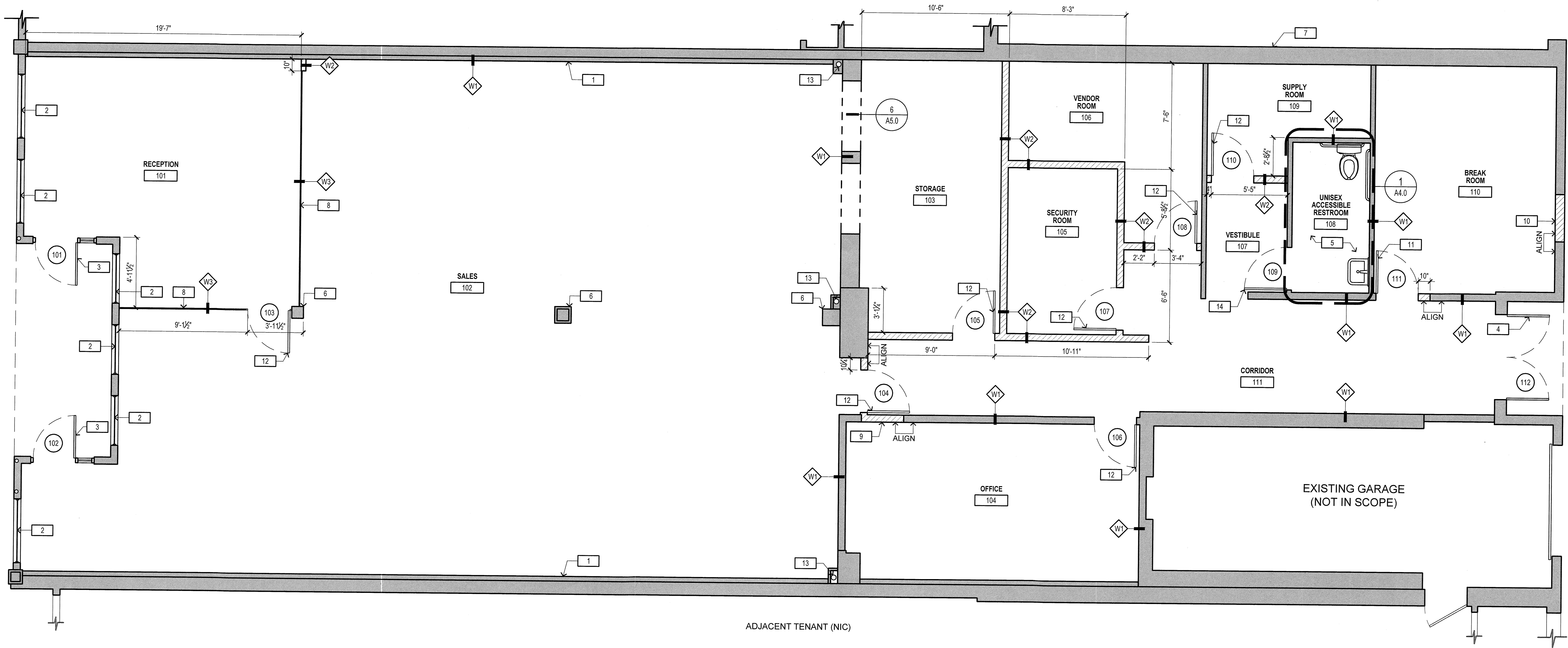
PROPOSED FLOOR PLAN

CUP NUMBER:
Plan Check Number:
REVISION #1 12-09-2020



S H E E T

A2.0



PROPOSED FLOOR PLAN

1/4"=1'-0"

1



SECTION IV : SECURITY PLAN

THE CCC SAFETY AND SECURITY PLAN HAS BEEN PREPARED AND APPROVED BY A LICENSED SECURITY PROVIDER. THE SAFETY AND SECURITY OF THE FACILITY AND ITS NEIGHBORS IS ESSENTIAL TO THE SAFETY OF PERSONS AND DIVERSION PREVENTION, AND AS SUCH, ALL FACILITY SCHEMATICS AND SECURITY PLANS MUST BE KEPT CONFIDENTIAL FROM THE PUBLIC TO ENSURE NO BAD ACTORS ARE ABLE TO UTILIZE CCC INFORMATION TO BREACH ITS SECURITY.

THE HEAD OF SECURITY (HOS) FOR CCC WILL OVERSEE THE IMPLEMENTATION AND MANAGEMENT OF THE SECURITY SOP. THE SECURITY COMPANY IS A FULLY BSIS LICENSED AND INSURED PPO TO COMPLY WITH STATE AND LOCAL REQUIREMENTS. A CALIFORNIA BSIS LICENSED SECURITY FIRM WILL BE MANAGED UNDER THE HEAD OF SECURITY FOR CCC. THE BSIS LICENSED SECURITY FIRM WILL IMPLEMENT A POST PLAN FOR THEIR ON-SITE UNARMED PERSONNEL. HOS WILL OVERSEE THE EMPLOYEES OF CCC AND THEIR COMPLIANCE WITH THE SOPS. ANOTHER SEPARATE FIRM ALSO BSIS LICENSED WILL OVERSEE THE ALARM AND VIDEO SYSTEMS. ALL THE ABOVE OVERSEEN BY HOS.

The HOS shall maintain an approved roster of authorized personnel in a hardcopy on the premises, that is easily accessible upon demand by regulatory authorities. A duplicate shall be stored offsite either on a secure server or alternate administrative location

CULTURE CANNABIS CLUB HAS ENLISTED THE SECURITY EXPERTS OF SPECIAL UNIT SECURITY INC., A LICENSED PRIVATE PATROL OPERATOR, OWNED AND MANAGED BY EDMON MURADYAN. MR. MURADYAN'S QUALIFICATIONS AS A SECURITY EXPERT ARE INCLUDED BELOW.

**SPECIAL UNIT SECURITY INC.
PRIVATE PATROL NUMBER: 120285
EDMON MURADYAN
818.822.2525
1457 W. EL SEGUNDO BLVD, COMPTON, CA 90222**





EDMON MURADYAN

1457 W El Segundo Blvd., Compton, CA 90222 | (818) 822-2525 | e.muradyan@yahoo.com

SUMMARY of QUALIFICATIONS

- Extensive experience in the training and supervising of security guards with over ten (10) years of Executive Protection work for foreign nationals, dignitaries, celebrities and Hollywood Executives. 25 years of martial arts training and experience in Tae Kwon Do and Hap Ki Do. Certified instructor for Firearms through BSIS, California Department of Justice, Utah, NRA and Peace Officer Standards and Training (POST). Certified Prisoner Extradition Agent and Fugitive Enforcement Agent. Emergency Vehicle Operator Course (EVOC) certified. CCW Permit for California, Arizona, Utah, Nevada, Maine, Connecticut and Florida. CCW Instructor for California, Arizona, Utah, and Florida.

EXPERIENCE

Agent: TDA, Los Angeles, CA

July 2014 - Present

- > Executive Protection work for various celebrities and high profile individuals
- > Provide security for various Red Carpet Events and Award Shows such as the Academy Awards, Grammy's, Emmy's, SAG and Golden Globe
- > Assisted Law Enforcement in the investigation and capture of fugitives
- > Assigned as Detail Leader for various security operations

Owner/Operator: Marshall Security Training Academy, Los Angeles, CA

August 2010 - Present

- > Instructor for Guard Card, Tear Gas/Pepper Spray, Baton (side handle, expandable and straight), Red Cross Certified First Aid and CPR training.
- > Instructor for Firearm Safety and Proper Use for Rifle, Shotgun and Pistol.
- > Handgun Safety Certificate Instructor
- > Loss Prevention instruction and training.
- > Public Safety and School Security Training (SB 1626, Education Code § 38001.5)
- > Training and Certification for Taser X26
- > Report Writing and Handcuffing instructor

President, Marshall Security Services, Los Angeles, CA

September 1999 - 2011

- > Managing daily operations involving scheduling, hiring and firing of security officers
- > Meeting with potential and existing clients, to consult with them on their security needs and determine the best options for each individual client.
- > Setting up Tactical Operations and coordinating Executive Protection Services for high profile clients including foreign dignitaries, celebrities, Hollywood Executives and Red Carpet Events.
- > Fugitive Enforcement, locating and detaining approximately 100 individuals.
- > Conducted investigation, surveillance and apprehended suspects in various criminal cases including kidnapping.

President, Special Unit Security, Inc., Los Angeles, CA

2011 - Present

- > Managing daily operations involving scheduling, hiring and firing of security officers
- > Meeting with potential and existing clients, to consult with them on their security needs and determine the best options for each individual client.
- > Setting up Tactical Operations and coordinating Executive Protection Services for high profile clients including foreign dignitaries, celebrities, Hollywood Executives and Red Carpet Events.
- > Fugitive Enforcement, locating and detaining approximately 100 individuals.
- > Conducted investigation, surveillance and apprehended suspects in various criminal cases including kidnapping.





EDUCATION

Peace Officer Standard Training Certificate - Rio Hondo Police Academy

Fresno Police Academy POST Certified - Fresno, CA

AA Degree in Physical Education - Glendale Community College

CERTIFICATES/LICENSES

CCW Permit California, Arizona, Utah, Nevada, Maine, Connecticut and Florida

CCW Instructor for California, Arizona, Utah, and Florida

Prisoner Extradition Agent

BSIS Firearm/Baton Instructor

Certified Instructor- California DOJ Firearm Safety and NRA Range Safety Officer/Instructor

Utah Concealed Firearm Instructor

Fresno County Sheriffs Department approved CCW Instructor

Orange County Sheriffs Department approved CCW Instructor

Compton School District Police Department, Range Master

United States Concealed Carry Association (USSCCA) Certified Instructor

BSIS Guard Registration; Exposed Firearm Permit; Baton Permit

BSIS Private Patrol Operator Permit - Marshall Security and Special Unit

Department of Justice CUE Certified

Live Scan Operator State and Federal

American Red Cross First aid and CPR Certified Instructor

Kukkiwon Tae Kwon Do 2nd Dan





OVERVIEW

Overall security management, procedures, and operations at the retail facility will be the responsibility of the Head of Security from CCC, working in conjunction with a State-Licensed Security firm, who will be responsible for the hardware, software, and systems implemented to operate the facility in a tightly controlled, safe and secure environment. Security plans developed pursuant to this chapter shall include provisions relating to vehicle security and the protection of employees and product during loading and in transit. Licensed Security Personnel may NOT be armed.

LOCATION

Overall security management, procedures and operations at the Facility will be the responsibility of the Head of Security from CCC, working in conjunction with a State-Licensed Security firm, who will be responsible for the hardware, software and systems implemented to operate the facility in a tightly controlled, safe and secure environment.

The business will have sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the commercial cannabis business.

Nine guiding security principles from the city of Porterville Ordinance steer the plan below:

- Preventing individuals from remaining on the premises of the commercial cannabis business if they are not engaging in an activity directly related to the permitted operations of the commercial cannabis business, (such as shopping).
- Establishing limited access areas accessible only to authorized commercial cannabis business personnel.
- Ensuring that when the business is closed for business, all cannabis and cannabis products shall be stored in a secured and locked room, safe, or vault to prevent diversion, theft, and loss.
- Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the commercial cannabis business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur.
- Sensors shall be installed to detect entry and exit from all secure areas.
- Panic buttons shall be installed for employee and customer safety.
- Having a professionally installed, maintained, and monitored alarm system. The owner and operator shall be subject to the City's security alarm systems requirements of the Ordinance. Any bars installed on the windows or the doors of the commercial cannabis





business shall be installed only on the interior of the building as approved by the Community Development Department and Fire Department.

- Security personnel shall be on-site during business hours, or when any employees or authorized affiliate is permitted to be on the premises. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager or his/her designee(s), with such approval not to be unreasonably withheld.
- Having the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

INGRESS AND EGRESS ACCESS

INTRUSION DETECTION & ALARM SYSTEM

The facility will operate with a centrally-monitored fire and burglar alarm system, and monitored by an alarm company properly licensed by the State of California Department of Consumer Affairs Bureau of Security and Investigative Services in accordance with California Business and Professions Code section 7590 et seq. and whose agents are properly licensed and registered under applicable law.

Intrusion Detection devices will be installed at all entry points and motion detectors will be installed to cover all areas of the facility. A licensed and accredited company will monitor the alarm system and perform monthly service on the system. The system will be put into test mode and tested at least once a month for any failures.

CUSTOMER CHECK-IN IDENTIFICATION DEVICE





PERIMETER SECURITY

MAIN FACILITY ACCESS

The front of the building will have a Dispensary Lobby with no product visible within this area. The lobby will be manned with a Security Guard during all hours of operation (10am – 10pm on weekdays and 9 am to 10pm on weekends). The Lobby will be equipped with Patient and Customer Lounges / Seating and a Reception Counter behind a bulletproof glass window with a break strength exceeding 400 pounds per inch.

EXTERIOR OF BUILDING

To provide for the safety of the public, employees, and product inside the Facility, CCC understands that this requires the exterior building to be safe and secure. Employees must feel safe when accessing and exiting the building, community members must feel safe when driving and walking by the building, and adjacent businesses and residents (and patrons thereto) must feel safe.

MOTION DETECTION

We will install Motion Detection sensors around the building and on the roof of the building which shall activate an alarm if triggered. These will be appropriately installed by a State-Licensed Security firm and tested every 3-months.

DOORS

All exterior doors shall remain locked and be accessible for operation by employees only, and all windows shall be secured against entry from the outside. Exterior doors shall be properly equipped with panic hardware as required by all applicable state codes. Entrances into our facility shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access from the Customer Check-In room to the Dispensary room.

All external doors on site will be heavy duty reinforced security doors. All internal doors will be sealed and heavy-duty interior doors. We will use commercial-grade, non-residential locks on all points of entry and exit to the premises in accordance with the approved security plan. All doors will remain locked from the outside to prevent unauthorized ingress. Ingress shall be allowed by means of a remote release operated from within the location.





The Front Door shall be a heavy steel reinforced security door and all interior doors shall be heavy duty wooden doors. Windows and roof hatches shall have steel bars to prevent unauthorized entry, but in all cases the doors and windows will also provide safe egress in the event of an emergency. The locks used shall be commercial-grade, non-residential locks.

In all cases, doors shall remain openable from the inside to allow egress without the use of a key or special knowledge. If installed, access-controlled egress doors shall comply with Section 1008.1.3.4 of the California Building Code. Windows and roof hatches will be secured from the inside with bars so as to prevent unauthorized entry, and shall be equipped with latches that may be released quickly from the inside to allow exit in the event of emergency in compliance with all applicable Codes.

All points of entry will be secured with bars, retractable, folding, or sliding metal gates, or metal rollup or accordion doors, none of which will be visible from the exterior.

LOITERING

Our company shall prohibit loitering by persons outside the facility both on the premises and within fifty feet of the premises. Security guards patrolling the exterior of the premises periodically will ensure that patrons do not congregate around the building entrance, or in the vicinity obstructing public rights of way, neighboring business entries, or neighboring properties. Security will also ensure that parking lots do not become areas of unnecessary congregation, and that no cannabis is consumed in the parking lots, or anywhere around the exterior of the premises, including nearby neighboring structures.

VISIBILITY OF PUBLIC ENTRYWAY

CCC will ensure its premise public access entryway is safe, easily accessible, handicap accessible, and does not cause unnecessary levels of attention or attraction. We will have an aesthetically pleasing, yet discreet, storefront, especially if the storefront is located on a public road, in order to avoid causing a disturbance to automobile or foot traffic. There will be no images or advertising of cannabis or cannabis products visible from the store front windows, which will be secured and non-transparent in accordance with applicable City and State regulations.

SECURITY GUARDS

All security guards employed at CCC will be licensed by the Bureau of Security and Investigative Services (BSIS) with a valid Department of Consumer Affairs Security Guard License ('Security Guard Card'). CCC Security Guards will also undergo additional training by BSIS certified





trainers and other specialist providers. Such training shall include, but not be limited to: threat assessment, risk mitigation, customer management, systems, hardware and critical incident management.

All security guards must be at least 21 years of age, have undergone a criminal history background check through the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), and complete the Power to Arrest Training, which includes:

- 32 hours of training in security officer skills; and
- 8 hours of continual training which must be completed annually.

CCC will implement a policy that requires Security Guards to patrol for a 100-foot radius surrounding the business during all hours of operation. All guards will be issued with a hands-free single wire earpiece with Push-to-Talk function for covert communications.

There will be at least one guard stationed inside the retail location in clear view of the counter employees. That guard will be relieved by the roving guard who will be responsible for monitoring the immediate areas around the exterior of the licensed premises.

CCC anticipates between 2-4 security guards on site during the retail business hours of (10a.m. – 10p.m. on weekdays and 9a.m. to 10p.m. on weekends). Additionally, a security guard must be present while any staff remains on the premises, either one hour before store opening to commence daily opening procedures, or one hour after close, to finish daily closing procedures. One security guard will be tasked with patrolling the premises after business hours, for other cannabis operations taking place on the premises, such as manufacturing, or distribution.

SECURITY SYSTEMS

ALARM MONITORING COMPANY

CCC anticipates between 2-4 security guards on site during the business hours of the retail store. Additionally, a security guard must be present while any staff remains on the premises, either one hour before store opening to commence daily opening procedures, or one hour after close, to finish daily closing procedures.

To ensure the alarm system remains operational, an alert will automatically be sent to designated company personnel by the alarm company when communications or power is lost. Onsite, an audible signal shall be emitted in the event of power loss and/or communications breakdown with central monitoring. Real-time monitoring is part of the alarm company contract.





VIDEO SURVEILLANCE

The digital video surveillance system will have a minimum 100' of night vision capability, resolution of 1280×1024 pixels, record at a minimum of 20 frames per second, and display the date time group. Additionally, the system will be equipped with a failure notification system that provides notification of any interruption or failure of the system and storage devices.

Security cameras will be installed on the property, maintained in good condition, and will provide a clear, unobstructed view of the parking area, all entrances, loading areas, bays, windows and any other areas as determined by the City. Cameras will be placed in fixed positions that allows clear recording from 20 feet of all points of entry and exit on the premises.

The entire interior and exterior of the facility will be protected and monitored by 24-hour video surveillance in the Central Security Control Room. Any irregular surveillance video footage would be investigated by the General Manager with the appropriate steps then taken to resolve any issues. Security personnel will have direct contact lines to local law enforcement authorities to report any suspicious activities and/or emergency situations. Daily surveillance reports are created and stored by the security personnel which are then shared with the Head of Security at CCC, & the General Manager for review.

All regular surveillance will be stored on hard disc for a minimum of 90 days. The storage device on which surveillance recordings are stored will be secured in a manner to protect the recording from tampering or theft. The surveillance-system storage device and cameras will be remote accessible through transmission control protocol (TCP). The system will be capable of recording video in standard MPEG formats for transfer to another format such as DVD or USB.

CAMERA PLACEMENT

CCC will install at least nine (9) cameras inside and outside the facility to comprehensively cover all areas. Eight (8) cameras will be Digital Watchdog 1080p IP Dome Cameras, and there will be a License Plate Reader Camera facing the parking lot of the Facility. Outdoor cameras will be rated for outdoor use and weather resistant and waterproof. The camera types shall be:

(i) 2MP Dome with Infrared; (ii) C1D1 explosion proof camera, (iii) 5MP 360° with Infrared.

Camera coverage includes, but is not limited to: (i) break room areas, (ii) offices, office storage, and conference room, (iii) reception, (iv) cannabis storage areas, (v) shipping/receiving areas, (vi) egress and ingress points.

MAINTENANCE OF VIDEO FUNCTION





CCC shall contract with a professional, reputable company to install and maintain a fully operational digital video surveillance and camera recording system.

- All cameras installed inside and outside the Facility shall be continuously recording twenty-four (24) hours a day;
- The digital video surveillance shall have a minimum camera resolution of 1280 x 1024 pixels, and shall record at a minimum of 15 frames per second;
- All video recordings shall be maintained securely and confidentially by CCC for no less than ninety (90) calendar days
- The surveillance system storage device or the cameras shall be transmission control protocol (TCP) capable of being accessed through the internet and/or remotely;
- Each camera shall be permanently mounted and in a fixed location;
- Each camera shall be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit, and allows for the clear and certain identification of any person and activities in all areas under video surveillance;
- The storage device which holds the surveillance recordings shall be stored in a secure manner to protect the recordings from tampering, damage, or theft;
- The recorded images shall clearly and accurately display the time and date, measured in accordance with the United States National Institute Standards and Technology standards;
- The video surveillance system shall be equipped with a failure notification system that provides notification to the Retail Director of any interruption or failure of the video surveillance system or storage device.
- All video surveillance equipment shall have sufficient battery backup to support a minimum of four (4) hours of recording in the event of a power outage. Access doors on the premises will not be solely controlled by an electronic access panel, to ensure that locks are not released during a power outage.
- The permitted premises shall have a sign posted in a conspicuous place near each monitored area on the interior and exterior of the premises and shall not be less than twelve inches (12") wide and twelve inches (12") long, composed of letters not less than one inch (1") in height, stating "All Activities Monitored by Video Camera" or "This Premises is Being Digitally Recorded," or otherwise advising all persons entering the premises that a video surveillance and camera recording system is in operation at the premises and recording all activity.





DIGITAL STORAGE

The video surveillance shall be digitally stored on hard drives located in the Management Office within the building on storage systems specifically designed for digital surveillance systems. Surveillance video recordings shall be maintained for a minimum of ninety (90) days and on an E-Rack Network Video Recorder capable of 110 Management will keep a map of the camera locations, the direction of camera coverage, and assigned camera numbers. Management will keep Surveillance equipment maintenance activity logs and operating instructions for the surveillance equipment. Management will keep a user authorization list of individuals who have access to the surveillance system, including, but not limited to, the secured area for recording and monitoring equipment and physical media and surveillance recording storage devices. All surveillance information will be made available upon request of city officials without a search warrant, court order, or subpoena.

The video surveillance system shall have software to allow immediate playback and indexing to whatever time period is requested. Such files shall be easily downloadable into a USB drive or similar electronic media storage for Bureau inspection.

The video surveillance system shall employ an IP addressable DVR that will allow certain authorized licensees to access video surveillance feeds via a password logon.

VIDEO MONITORING

All video surveillance will be monitored by security personnel from the Central Security Control Room. Security personnel will have direct contact lines to local law enforcement authorities to report any suspicious activities or emergency situations. All Video Monitoring will have a direct live feed to the Porterville City Police Department at all times.

Panic Buttons will be located in 4 locations in the Facility – Lobby Reception, Retail Dispensary, Office and Loading Bay. All staff will be trained on the proper use of panic buttons and the processes that follow in the event that a panic button is activated. A silent panic alarm shall immediately send a signal to central monitoring and then upon protocol, to law enforcement.

Daily surveillance reports are created and stored by the security personnel which are then shared with the General Manager for review. All reports will be available to the Porterville City Police Department upon request.

In addition to constant monitoring during business hours, a video feed failure message will be sent to designated managers and security personnel whenever a failure of the video system





occurs. This is similar to the Alarm system which triggers an alert whenever a power failure or signal failure is detected.

LEVELS OF ACCESS: FACILITY MANAGEMENT

The Facility will be in operations between the hours of 10a.m – 10p.m. on weekdays and 9a.m. to 10p.m. on weekends. The entire premise will be controlled and monitored on a constant basis. **There will be 5 levels of access all with corresponding easily visible and discernible full color plastic ID cards.**

The overall design of the security plan is based on Levels of Access designation, with levels assigned to each person and situation, setting the basis for control and access. This system provides the following benefits:

- Assists in outlining access rights to be administered and monitored;
- When combined with rules and policies it delineates clarity for purposes of compliance and enforcement; and
- System allows for training of employees and staff with ease of operation assisting with enforcement.

SECURITY LEVEL ACCESS SYSTEM

Level 1:

Employee and customer parking zones

Customer Lobby

Retail Shop

Level 2:

Behind the Counter (Retail Shop)

Level 3:

Ambient Storage Room

Cold Storage Room

Packing Room

Level 4:





Security Room & Office

Level 5:

Walk-In Safe – this Safe will be a UL-Approved safe with a fire rating that is 2-hour and 1,700 degrees F or better rated with a complex locking device only known to the General Manager and the CEO of CCC.

Employees will be designated a Level of Access based on their job scope, title and responsibilities. They will then be assigned a personalized security pass (with name, photo and Access Level boldly displayed) for movement within the Facility. Anybody caught in an Access Level beyond their assigned level will be immediately taken to a meeting room with the General Manager for an explanation and investigation of consequences of such security breach. Any serious breaches could result in immediate suspension of the employee from the Facility.

EMPLOYEE BADGES

All employees shall wear and display a laminated or plastic-coated identification badge issued by CCC, at all times while at the Facility, and during transportation or delivery of cannabis goods. The identification badge shall, at a minimum, include CCC's name (and "doing business as" name), City license number, State license number, employee's first name, unique employee number, and a color photograph that clearly shows the full front of the employee's face that is at least one inch (1") in width and one and a half inches (1.5") in height.

The HOS shall be designated to manage the badge system as set forth in the previous LEVELS OF ACCESS description. Only the HOS may make changes and issue employee badges according to changing responsibilities and/or leaves employment. HOS shall make changes to the approved roster of authorized personnel in accordance with those changes.

BACKGROUND CHECKS & LIVE SCANS

Every person listed as an owner, manager, or supervisor of the commercial cannabis business must submit fingerprints and other information deemed necessary by the Chief of Police or his/her designee(s) for a background check by the City of Porterville Police Department pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes City authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation.





Pursuant to California Penal Sections 11105(b)(11) and Page 32 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record, no person shall be issued a permit to operate a commercial cannabis business unless they have first cleared the background check, as determined by the Chief of Police or his/her designee(s).

A fee for the cost of the background investigation, which shall be the actual cost to the City of Porterville to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a commercial cannabis business permit is submitted.

A Log of all Background check documents shall be held by both the Head of Security and the General Manager at CCC.

LIMITED ACCESS AREAS POLICIES

CCC will designate certain areas of the Facility as limited access areas and will have in place the following policies:

- CCC will only permit authorized individuals to enter the Facility's limited access areas.
- Authorized individuals include employees as well as any outside vendors, contractors, or other individuals who have a bona fide business reason for entering the limited access area and are accompanied by an employee at all times.
- No unauthorized individual shall be allowed access to or enter the Facility's limited access areas.
- An authorized visitor shall be escorted by a Company employee(s) at all times the individual is in a limited access area.
- All individual that enter the limited access areas shall be at least 21 years of age.
- CCC shall maintain a log of all authorized visitors that enter the Facility limited-access area (and the employee that accompanied the visitor). These logs shall be made available to the bureau upon request.
- CCC shall not receive consideration or compensation for permitting an individual to enter the Facility's limited-access area.

TRANSACTIONAL SECURITY & CASH MANAGEMENT

MONEY HANDLING AND LIMITED CASH OPERATION

To reduce the risks of theft or robbery, associated with cash sales and operation, we will train our staff in the following policies and procedures:





- Cash is kept out of view of customers/public
- Each facility register will be under obvious video surveillance
- Manager will take money to safe when register contains over \$1000
- Design will incorporate a visible barrier or privacy screen for the counter area when cash drawers are removed or cash is counted
- Training will directly address cash handling for each activity, for every position, which deals with cash (ex.: removing cash for Budtenders, accepting cash and taking to safe for managers, etc.)
- Specify in training for Budtenders to maintain theft and robbery protocol with ongoing supervision by manager
- Include consequential oversight for failure to comply by Security personnel protocols
- Have written procedures readily available and posted in break room at facility counters
- Require employee feedback and input of suspicious activity notes.

SALES AND CASH MANAGEMENT PROCEDURE

- Sales and Cash Management
 - Team Lead or Management member is responsible for Cash Handling
 - Print Register Reports out of POS system and balance all cash drawers to \$400 as part of evening closing procedures
 - Reconcile daily cash, checks, and gift card amounts to Register Reports
 - Put bagged cash, checks, gift cards and their associated Register Reports in safe
- Daily Sales Reporting
 - Designated Team Lead or Manager is responsible for daily sales reporting
 - Reconcile daily cash, checks and gift card amounts to the Register Reports to validate previous night's closing activities
 - Print day's Revenue Report, Deposit Report, and Sales by Category Report from time and attendance system
 - Daily Sales Template (Excel Spreadsheet)
 - Enter sales by revenue categories from time and attendance system Revenue Report
 - Enter sales tax calculations from time and attendance system Revenue Report
 - Enter Cost of Goods Sold by revenue categories from time and attendance system Sales by Category Report





- Enter Credit Card, Drawer Cash, and Gift Card transactions from the Deposit Report (report any over/under cash amounts)
- Save completed Daily Sales Template, by date, to CCC shared drive, Daily Reports
- Utilizing the Daily Sales Report Spreadsheet, make daily journal entry into QuickBooks
- Designated Team Lead or Manager fills out deposit slip noting the day's reporting date and makes daily bank deposit

CASH MANAGEMENT

Cash will be accounted for at the start and finish of each shift with each staff member having access to the cash register to operate each transaction with a swipe card to identify the transaction operator. A 360 camera will be installed above the cash register to monitor transactions continuously.

All transactions will be managed through an industry-leading streamlined cash management POS software system that allows for:

- End-of-shift reporting and cash balancing platform
- Inventory control platform
- Integrated accounting system to monitor sales and costs
- Staff management to track employee efficiency and performance
- Hard copy or paper free receipts
- Back-office analytics and reporting
- Planning and scheduling
- Full data security (EMV-compliant POS)

EMPLOYEE THEFT REDUCTION MEASURES

The third-party security company contracted by CCC has created policies and standard operating procedures on behalf of CCC that all employees shall review, acknowledge, and enforce. The operating procedures include policies regarding the following: (1) Employee Theft and Fraud Policy; (2) Security Awareness; (3) Internal Larceny; (4) Outside Authorities Access; (5) Secured Areas Access Control; (6) Delivery Monitoring; (7) Video Surveillance; (8) Cash Handling Procedures; (9) Securing Product Deliveries; and (10) Securing Armored Cash Pickup.





CCC's Cash Handling, Inventory Audit, and Product Access restriction policies and procedures will significantly reduce the opportunities in which employees will have access to restricted products.

CCC has track and trace software, *TREEZ*, integrated with METRC, an inventory control platform specifically designed for government agencies regulating legalized cannabis. This software tracks all products from entry into inventory and integrates it with the State of California's Track and Trace Program. CCC's use of this system will provide accurate inventory accounting, making it less likely employees will engage in theft.

While product security and inventory shall be every employee's responsibility, CCC shall designate one Product Inventory Manager specifically tasked with overseeing recurring and annual inventories and for ensuring the amount of product stored in the retail space is consistent with relevant regulations.

Physical inventory checks will be conducted at least every two weeks and will be properly documented. A full inventory will be taken annually, overseen by the Product Inventory Manager, and tracked by inventory software.

TREEZ Cannabis Compliance Solution

Point of Sale - Cash Tracking

CLOSE SHIFT

Payment Type: Cash
Cash Drawer: \$1,000.00
Total Difference: \$1,000.00
Cash Total: \$1,000.00

Point of Sale - Cash Tracking Reporting

Daily Totals

Payment Type	Expected	Actual	Difference
Cash	\$1,000.00	\$1,000.00	\$0.00
Total	\$1,000.00	\$1,000.00	\$0.00

Cash Drawer Actuals

Open Shift	End Shift	Employee	CS	Cash	Cashless ATM	Total
8:00 AM	4:00 PM	John Doe	Cash Drawer 1	\$1,000.00	-	\$1,000.00

Cash Drawer Differences

Open Shift	End Shift	Employee	CS	Cash	Cashless ATM	Total
8:00 AM	4:00 PM	John Doe	Cash Drawer 1	-	\$0.00	\$0.00

<https://treez.io>





VISITOR SECURITY

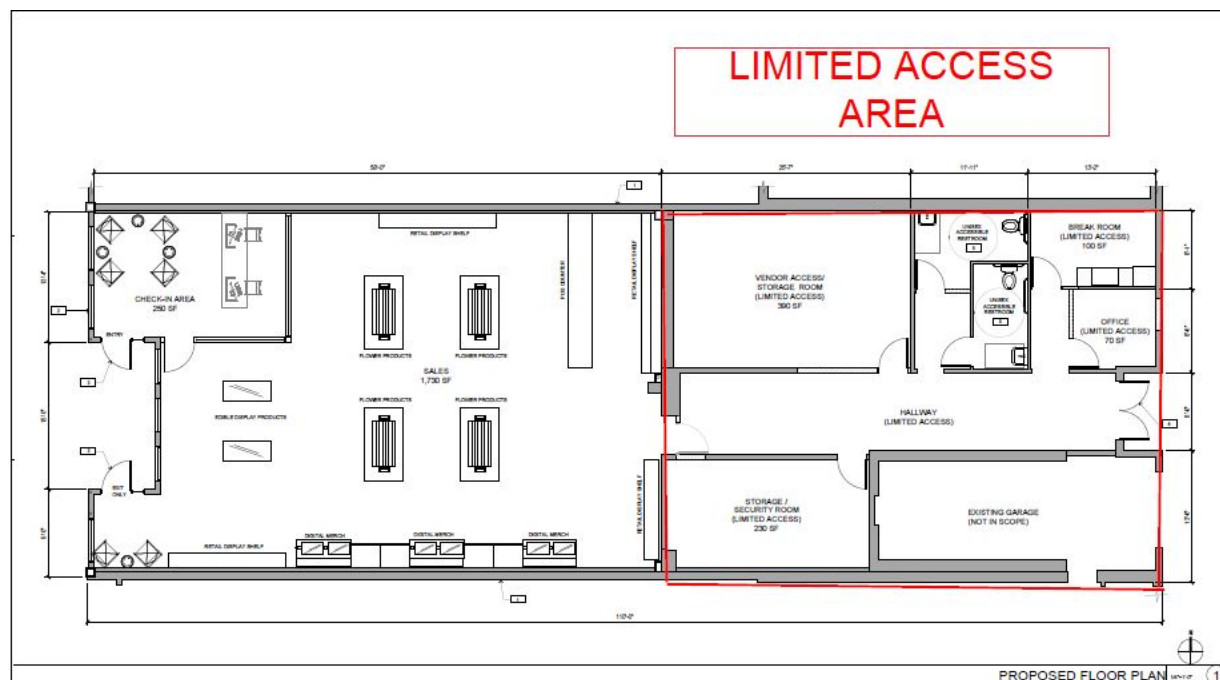
In accordance with the City of Porterville Municipal Code, the CCC Operating Plan addresses the following requirements:

- Ensuring compliance with both Medical and Adult-Use Regulations
- Ensuring qualified patients and primary caregivers are properly verified
- Ensuring Adult-Use customers are properly verified
- Compliance with Health and Safety Code Sections 113.62 7 et seq.
- Compliance with any State and or City laws regulating Medical and Adult-Use Cannabis Retailers
- Payment of all taxes and fees
- Valid and current Use Permit from the City of Porterville is issued

Additionally, CCC will comply with all the commercial cannabis operating standards set forth in the City's Municipal Code.

All employees and volunteers are Members that will be at least twenty-one (21) years of age.

LIMITED ACCESS AREA





COMPLIANCE WITH MEDICAL CANNABIS REGULATIONS

MEMBERSHIP

The Medical retail store may only permit Members of CCC. If a Medical Patient would like to become a Member, he/she will have to show a valid ID, a MMCIP card, and a physician recommendation. CCC will only supply medical cannabis to its Members. Any act of diversion of Medical Cannabis for non-medical use shall be grounds for termination of Membership.

Members are required to update and re-verify their physician recommendations at least every twelve (12) months. Copies of a Members records must be kept on digital file, and renewed accordingly.

CCC will only permit Membership to verified patients that are under the age of 18 if in possession of written authorization of a parent or legal guardian. All Members admitted on the premises must be accompanied by a parent or legal guardian at all times.

PATIENT VERIFICATION PROCESS

CCC will control access to its licensed premises in accordance with BCC Title 16, Chapter 3, Section 5400b, “access to the licensed premises of a retailer with only an M-designation shall be limited to individuals who are at least 18 years of age and have a valid physician’s recommendation for medicinal cannabis, and individuals who are at least 21 years of age.”

Individuals will only be granted access to the retail area to purchase cannabis goods after the security personnel has confirmed the individual’s age and identity. An employee of CCC must be present in the sales floor area at all times when there are patients or caregivers present in the retail area. All sales of cannabis goods will take place within the retail area of the retailer’s licensed premises, except for cannabis goods sold through delivery. Our delivery operations plan outlines robust protocols for Delivery verification, security, safety, and compliance with City and State regulations.

MEDICAL MARIJUANA IDENTIFICATION CARD PROGRAM

The California Department of Public Health’s (CDPH) Medical Marijuana Identification Card Program (MMICP) was specifically established to create a State-authorized medical marijuana identification card, along with a registry database for verification of qualified patients and their primary caregivers. Participation by patients and primary caregivers in this identification card program is voluntary. The MMICP Web-based registry allows law enforcement and the public





to verify the validity of a qualified patient or primary caregiver's MMICP as authorization to possess, grow, transport, and/or use medical cannabis within California.

All CCC employees will use the MMICP to confirm each medical cannabis customer's eligibility to purchase product. Per California State Law, all qualifying patients will be entered into the MMICP by the recommending physician. It is under these conditions and the purpose of this policy that CCC will remain in compliance as a dispensing organization.

- All patients and caregivers will be required to provide a government-issued photo ID as well as DOH I.D. card. This will be used to verify the person's identity, at which point can be compared to the entry into the MMICP.
- CCC will use the following to validate a patient or caregiver identity:
 - Passport
 - Driver License which may be issued in California or by any other state as long as the license has picture of the person.
 - Identification card issued under California law.
 - United States military identification card.
 - Any other identification card issued by a state that bears a picture of persons, the name of the person, the person's date of birth and a physical description of the person.
- All Retail personnel will undergo training of the MMICP. This will include how to look-up patients, validate physician's orders, and log the dosage and quantity dispensed.
- When using the registry, the employee will use their unique employee identifier.
- CCC will not dispense cannabis to any qualified patients who are under 18 years old. If a patient is under 18, the cannabis will be dispensed to the qualifying patient's caregiver.
- Upon dispensing the cannabis and/or cannabis delivery device, the CCC employee will record the following:
 - Form of cannabis dispensed.
 - The type of cannabis delivery device dispensed.
 - The name and MMICP identification number of the qualified patient or his/her caregiver.

DAILY LIMITS

It is the policy of CCC to comply with purchasing limits set forth by the BCC.

A licensed retailer shall not sell more than the following amounts to a single medicinal cannabis patient, or to a patient's primary caregiver purchasing medicinal cannabis on behalf of the patient, in a single day:





- 8 ounces of medicinal cannabis in the form of dried mature flowers or the plant conversion as provided in Health and Safety Code section 11362.77;
- 12 immature cannabis plants.

Notwithstanding the above limits, if a medicinal cannabis patient's valid physician's recommendation contains a different amount than the limits listed in this section, the medicinal cannabis patient may purchase an amount of medicinal cannabis consistent with the patient's needs as recommended by a physician and documented in the physician's recommendation.

The limits provided in this section shall not be combined to allow a customer to purchase cannabis goods in excess of any of the limits provided in this section.

CCC will be responsible for determining that the amount of cannabis concentrates found in manufactured cannabis products sold to customers comply with the requirements of this section.

The POS system will create an alert to the Budtender notifying the Budtender if the limits have been exceeded.

- If the limits are exceeded, the items will be removed and put back into inventory until the Patient or primary caregiver has been dispensed a quantity within their daily limits.

CCC will not dispense free samples of any kind for any reason.

COMPLIANCE WITH ADULT-USE CANNABIS REGULATIONS

CUSTOMER VERIFICATION PROCESS

Adult-Use customers will be required to show a valid form of government issued identification, such as a passport or driver's license, indicating that the customer is at least twenty-one (21) years of age. A copy of the customer's photo identification will be kept on file with the customers membership profile.

DAILY LIMITS

A licensed retailer shall not sell more than the following amounts to a single adult-use cannabis customer in a single day:

- 28.5 grams of non-concentrated cannabis.





- 8 grams of cannabis concentrate as defined in Business and Professions Code section 26001, including cannabis concentrate contained in cannabis products.
- 6 immature cannabis plants.

CCC will not dispense free samples of any kind for any reason.

DELIVERY SECURITY

LOADING & UNLOADING

The Facility will have a dedicated secured loading and unloading area at the rear of the building. This secured loading and unloading area can be accessed via a laneway at the rear of the building which allows for the safe and secure delivery of goods without any Patient or Customer disruption.

We will request that any Distributors that it works with ensure that all deliveries are made to the rear of the building during operational hours and that deliveries are made in non-branded vehicles. This Secured Loading Bay adds a further element of safety to the employees of CCC and the Delivery company.

The Loading Bay will have continuous lighting and a Panic Button for Employee Safety.

DRIVER AND PATIENT / CUSTOMER SAFETY

The driver will be trained regarding required protocols for personal safety, product safety, operational policy and inventory control. The driving team will be trained to place their safety and public safety above other actions. Drivers will immediately notify the monitoring center of a conflict, deviation or threat.

In case of a burglary, attack or threat to public, the driving team is not to engage in proactive action that would further endanger them or the public. The driving team is to take the best and safest action needed to protect themselves and the public while maintaining control of the product if possible. Once a safe environment exists and as soon as possible, they will notify the monitoring center and the police via 911 of the events and all available details.

The Central Security Control Room will work cooperatively with the police regarding GPS information to locate the shipment/vehicle if applicable.

The driving team will notify the Central Security Control Room upon departure and they will check in every half-hour. The driving time will notify the Central Security Control Room and





the dispensary that medical cannabis is going to be delivered to when the delivery team is 5 minutes away, one minute away, upon arrival, upon leaving the dispensary and at trip conclusion.

Immediately upon return to the Facility the drivers will enter into the Data Management System the amount of product delivered, to whom, batch numbers, receipts for receiving the products and any other information about the trip.

VERIFICATION OF RECOMMENDING PHYSICIANS

Recommendations for a Medical Marijuana Identification Card may not be given on the licensed premises, or in the immediate vicinity of the facility. No physician shall be permitted to conduct physician services on or around the licensed premises. Patients wishing to enter the licensed premises and subsequently purchase medicinal cannabis, will have already presented the intake employee and the security personnel of their valid MMCIP and physician recommendation letter before entering the facility.

ADDITIONAL SECURITY MEASURES

EMERGENCY CONTACTS

A list of emergency contacts will be listed at the Facility to include local Police and Fire Departments, Utility Providers, Health Care and Hospitals, and the General Manager.

STORAGE

Cannabis or cannabis product shall not be stored, kept, or otherwise accessed from outside the building. Loading and unloading of cannabis or cannabis products is allowed during business operating hours only and must be completed at the rear of the building. All cannabis present or kept at the premises shall be securely stored against both unauthorized access as well as theft.

A Safe with a UL-Approved safe with a fire rating that is 2-hour and 1,700 degrees F or better rated with a complex locking device only known to the General Manager will be installed at the Facility. The CEO for CCC will also have access to such safe.

SAFETY PLAN

FIRE SAFETY

The facility's fire suppression system is augmented with human procedures and training to assure that employees are prepared for a fire outbreak emergency. In accordance with its safety goals,





CCC will be establishing and implementing the following fire prevention and suppression policies for its facility:

Fire Prevention Standards. The facility conforms to all local and state building and fire codes and fire suppression regulations. High standards for fire safety will be developed to ensure that the facility has the ability to prevent and mitigate emergencies. Developing these standards will involve:

- Carrying out an assessment to identify possible dangers and risks;
- Thinking about who might be particularly at risk, such as disabled employees;
- Providing a plan for emergencies
- Conducting a follow-up fire risk assessment and requiring regular periodic review of this assessment by all employees and
- Keeping records regarding all potential fire related incidents and assessments.

Electrical Safety. CCC will minimize workplace electrical hazards by specifying electrical equipment and designing electrical systems as required by the National Electrical Code.

No Open Flames. CCC has a strict “no smoking” policy to mitigate the risk of any open flames.

Minimizing Risks. To limit the risk of fires, CCC intends to implement the following procedures:

- No storage of combustible materials or liquids;
- Ensure doors, hallways, stairs, and other exits are kept free of obstruction;
- Not rely on extension cords if wiring improvements are needed; and
- Not overload circuits with multiple pieces of equipment.

Training. CCC will train all its employees on safety procedures and policies in the event of any fire-related emergency as follows:

- Employees will be made aware of the locations of circuit breakers and boxes; emergency phones; panic buttons; alarms; fire extinguishers; first aid kits, and the appropriate procedures for using these devices;
- Management will periodically test employees on their knowledge of fire safety matters within the Facility;
- All employees are required to participate in fire drills to test their knowledge in practice. Random drills conducted at least twice per year will give employees the opportunity to practice protocols and allow CCC to assess the effectiveness of the training;
- In the case that an employee does not implement emergency procedures properly, the employee will be required to review procedures and attend additional training and drill exercises.





General Evacuation. All employees will receive instruction on the general evacuation procedures to be followed in case of a fire:

- How and where to assemble;
- Whom to report to; and
- How to evacuate disabled persons.

FIRE SECURITY PROCEDURES

The facility will comply with all local fire code requirements. Fire Prevention is a vital aspect of dispensing safely. As part of CCC's commitment to the safety of our employees, we have developed a comprehensive Fire Plan to address how fires will be prevented and managed/contained if they do occur. Knowing that people are our most valuable resources, all employees will be trained and required to conduct themselves with consistent due diligence to prevent fires from occurring.

FIRE SUPPRESSION

Fire Extinguishers. Fire extinguishers are a necessary tool in controlling fires prior to the arrival of emergency personnel. CCC shall install fire extinguishers in each room, and additional extinguishers as determined by the engineer and fire consultant. These extinguishers will be inspected annually and certified by a licensed company.

Fire Evacuation Plan. CCC recognizes that the safe, orderly, and prompt evacuation of its employees, vendors, and any other building occupants depends upon the establishment of a safe and efficient emergency evacuation plan. Every employee will be trained in carrying out the safe and effective evacuation when the fire alarm sounds or when directed by a public authority or management representative. The fire evacuation plan consists of the following:

- CCC is a firm believer that emergency preparedness can mitigate the risk of various emergencies, especially fire. Accordingly, CCC will ensure the following pre-planning activities are conducted:
- Exits will be checked routinely to ensure there are always at least two unobstructed pathways;
- Periodic fire drills conducted to ensure employee and vendor familiarity; and
- Evacuation diagrams will be posted throughout the building.

Evacuation Process. CCC will implement the following general policies relative to an evacuation process (these are subject to change in accordance with the emergency conditions and circumstances, and preservation of life shall always be the dictating determination for evacuation procedures):

- Upon discovery of fire or smoke condition, an employee shall immediately sound the alarm by activating the nearest pull station;





- Employees must leave immediately and never assume the alarm is a drill;
- Employees will be trained to help others, but only if he/she can do so safely; and
- Once outside, employees will meet at the designated assembly spot where the acting manager will conduct a head count and report to authorities accordingly.

Sprinkler System

The building will be fully sprinklered and sprinkler head relocation based on the new floor plan will be submitted for approval to the local jurisdiction having authority. The primary purpose of the Fire Sprinklers is to protect employees, plants, equipment and the building in the event of a fire. The fire sprinkler system is monitored per code by a fire alarm system and with 24-7 central station monitoring. There are duct detectors located on the HVAC units and will provide a supervisory alarm to the central station and will shut down the AC units and any air movement in the building on alarm.

Portable Fire Extinguishers

Approved portable fire extinguishers will be supplied at the Facility to give employees and management the means to suppress a fire during its initial or incipient stage. CCC will ensure that all portable fire extinguishers are located where they are readily visible and accessible at all times. Proper maintenance of the installed portable fire extinguishers is the responsibility of the General Manager and will be included in their monthly checklist for the operations of the site.

Electrical: Wiring and Main Room

In accordance with Section 605 of the IFC:

Doors into electrical control panel rooms will be marked with a sign stating ELECTRICAL ROOM. The means for turning off electrical power to each electrical service and each individual electrical circuit must be clearly and legibly marked.

Security Gates & Egress Doors

Any security gates installed at the Facility that impact any Fire Exit shall be approved by the City Chief Fire Marshal prior to installation.

A key box shall be installed on the site which shall only be accessible by the General Manager and City Chief Fire Marshal (or any Fire Department officials approved by the Chief Fire Marshal). The Chief Fire Marshal shall also be issued a Key Swipe Card that permits access to Levels 1-5 at the Facility. The Chief Fire Marshal shall only be permitted to use such Swipe Card in the event of an emergency. Egress doors shall be allowed to open without the need for a key. These doors shall be easily opened without the use of a key. They shall be alarmed to prevent unauthorized use and the security guards shall be briefed to physically check such doors midway through their shift to ensure they are kept shut. At the approval of the City Manager and Chief Fire Marshal, these doors shall have an electromagnetic lock and shall not be opened from the exterior of the building, without the use of a key.





Exits and Exit Signage

The number of exits at the Facility shall be in accordance with Table 1006.2.1 and Table 1006.3.2(2) and Section 1017.2 of the International Fire Code (IFC). Accordingly:

- All exits will be clearly illuminated by EXIT signage on the roof of the Facility - signs will be clearly visible from both directions
- A Fire Exit Plan will be printed and appropriately displayed on the walls of the Facility
- Egress doors will be installed and required to swing in the direction of egress
- All staff will be briefed on Fire Safety procedures and a Fire Safety Exercise shall be conducted at least twice a year. ALARM SYSTEM

The facility will operate with a centrally-monitored fire and burglar alarm system, and monitored by an alarm company properly licensed by the State of California Department of Consumer Affairs Bureau of Security and Investigative Services in accordance with California Business and Professions Code section 7590 et seq. and whose agents are properly licensed and registered under applicable law.

Intrusion Detection devices will be installed at all entry points and motion detectors will be installed to cover all areas of the facility. A licensed and accredited company will monitor the alarm system and perform monthly service on the system. The system will be put into test mode and tested at least once a month for any failures.

All security guards employed at CCC will be licensed by the Bureau of Security and Investigative Services (BSIS) with a valid Department of Consumer Affairs Security Guard License ('Security Guard Card') which is obtained by completing the annual pre-licensing course. CCC Security Guards will also undertake pre-work training with GSG who conduct advanced training covering threat assessment, risk mitigation, customer management, systems and hardware and incident management. GSG are a Bureau-certified training provider.

ALARM MONITORING COMPANY

CCC anticipates between 2-4 security guards on site during the business hours of the retail store. Additionally, a security guard must be present while any staff remains on the premises, either one hour before store opening to commence daily opening procedures, or one hour after close, to finish daily closing procedures.

To ensure the alarm system remains operational, an alert will automatically be sent to designated company personnel by the alarm company when communications or power is lost. Onsite, an audible signal shall be emitted in the event of power loss and/or communications breakdown with central monitoring. Real-time monitoring is part of the alarm company contract.

EMERGENCY PREPAREDNESS





CCC understands and subscribes to the belief that preparedness is best thought of as a process, that is, a continual sequence of analysis, plan development, and the acquisition of skills through training, drills, exercises, and critiques. CCC will build the framework for responding to emergencies, crimes, and disasters, and ensure each employee is prepared to respond and properly trained to handle circumstances of duress. But just having a framework does not equate to prepared under duress; there must be actual training and drills, as well as open discussion and forum of potential dangers and disasters.

CCC has established procedures for addressing emergencies and incidents including natural disasters, fire, unauthorized facility access, theft of cannabis products, or release of confidential information.

The Security Manager is assigned responsibility for confirming the occurrence of an incident requiring the execution of this protocol and for ensuring the response protocol is followed. The Security Manager will notify appropriate law enforcement authorities within twenty-four (24) hours after the discovery of a reportable incident. All incident response and emergency activities will be documented. All documentation related to a reportable incident will be maintained for no less than seven years and made available, upon request, to local authorities, state authorities, and to law enforcement authorities acting within their lawful jurisdiction.

Primary Objective of Emergency Procedures. The primary emphasis of activities described within this protocol is the return to a normalized (secure) state as quickly as possible, while minimizing adverse impacts to the facility. CCC's plan addresses incident identification, response protocols, containment activities, and corrective measures.

Types of Emergencies and Incidents. Types of incidents include, but are not limited to:

- Theft or physical loss of cannabis products or confidential records;
- Burglary or unauthorized entry to the Facility;
- Threats of violence to the facility, personnel or visitors; or
- Other miscellaneous incidents.

Incident Training Required. All employees must be required to receive incident management training upon hiring and annually in accordance with the staffing and training policies of CCC. The Retail Director shall ensure the adequate training of employees. Third-party trainers may be utilized as necessary to ensure CCC's employees are ready for any situation.

CONTAINMENT ACTIVITIES

Incident Containment. The Retail Director will determine and execute the appropriate activities and processes required to quickly contain and minimize the immediate impact to CCC, their customers, and other stakeholders. The information below is a guideline for response and





containment in various situations; however, all employees must use their best judgment when determining appropriate actions during an emergency incident. The health and safety of all persons must be the primary driver of any decision. Containment activities are designed with the primary objectives of:

- Counteracting the immediate threat;
- Preventing propagation or expansion of the incident;
- Minimizing the actual and potential damage;
- Restricting knowledge of the incident to authorized personnel; and
- Preserving information relevant to the incident.

General Protocols for Natural Disasters. CCC will implement policies in anticipation of natural disasters. In general, these policies will include the following:

- Determine the extent of the disaster and need for evacuation or sequestration.
- Follow any direction given by local officials or law enforcement.
- Terminate all non-essential work functions and post necessary closure notices.
- Take precautions to secure all cannabis products from the environment or possible looting.

Earthquake. In the event of an earthquake, CCC will have in place the following protocols:

- If an earthquake should occur, and you are indoors, stay indoors and take cover under sturdy furniture or in a supported doorway;
- Be sure to stay near the center of the building and away from glass windows, doors, display cabinets, and bookcases;
- Do not run for the exit;
- If safe to do so, extinguish any fires with a fire extinguisher (do not put yourself in jeopardy of personal harm and do not allow the fire to come between you and the exit). Once the shaking has stopped, if in a safe place, remain there in the event there are aftershocks or sequential quakes;
- Do not light or use candles, matches, or other open flames as there could be gas leaks;
- Once safe to do so, assist and direct vendors and authorized visitors on the premises out of the building; and
- If outside of the premises during the earthquake, move to an open, clear space away from buildings, utility lines and poles, trees, and other free-standing objects that could topple or fall.

Chemical Spill/Gas Leak. Gas leaks in the building require an immediate evacuation until the fire department clears the facility. Any employee discovering a gas leak should shut off the gas source immediately and notify the Management Employee to begin evacuation procedures.





Employees should follow the direction of local officials in the case of an external spill impacting operations.

Explosions. In the event of an explosion, whether in the building or outside the building, CCC will have in place the following protocols:

- Remain calm and take cover under a table or desk;
- Be prepared for further possible explosions and for debris that may topple or collapse following the explosion;
- Stay away from windows, doors, glass fixtures, display cabinets, overhead fixtures, bookcases, and other fixtures that could fall or otherwise cause bodily injury;
- Evacuate calmly and assist vendors and others as necessary; beware of potential debris that could collapse or fall;
- Open doors carefully, do not use matches, lighters, or open flames, and do not re- enter the affected area until directed by emergency personnel; and
- Do not move seriously injured persons unless they are in immediate danger of further injury (i.e., falling objects, fire, etc.).

Bomb Threat. If any of Company's employees receive a bomb threat telephone call, they will be instructed as follows:

- Remain calm and listen carefully;
- Be polite and show interest; try to keep the caller talking to learn more information;
- If possible, during the phone call write a note to a colleague to call the authorities, or as soon as the phone call ends, immediately notify the authorities yourself;
- Write down as much detail as you can remember about the phone conversation; do not discuss the threat with other staff, except the Management Employee/Security Manager; and
- Evacuate if directed so by managers or authorities.

Utility Failure/Outage. In the event of power outage or utility failure, employees will be instructed to remain calm and stay put; open all available blinds or shades to allow in natural light. If employees are in an unlit area, CCC will instruct them cautiously proceed to an area with emergency lights (or natural lighting) and call and report the outage; wait for further instructions from the authorities and/or managers. If directed to evacuate, assist authorized visitors, vendors, and others as necessary.

Civil Disorder and Unrest. In the event of civil disorder or other civil unrest in the area of the workplace, CCC will have in place the following protocols:





- Notify the authorities immediately and any information received, factual or rumored, of a demonstration or other form of civil disorder which is planned or in progress in the vicinity of the building.
- Follow the instructions of the Retail Director (or on-site security guard). If directed to, and will not put you at risk of personal harm, assist with protecting objects and product.
- If an explosion occurs, take cover immediately and anticipate additional explosions. Notify the authorities of any potential or actual hazards, including fire or bomb threats or rioting. Stay indoors and away from windows and doors unless directed to evacuate by authorities or the Retail Director.
- Evacuate when directed and assist others as necessary.
- If released from work, follow instructions of the authorities or Retail Director, and do not remain in the vicinity of the unrest or disturbance.

Active Shooter. CCC recognizes that an active shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms and there is no pattern or method to their selection of victims. Such situations are unpredictable and evolve quickly. Because active shooter situations are often over within 10 to 15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with an active shooter situation. Good practices (as articulated by Homeland Security) include:

- Be aware of your environment and any possible dangers;
- Take note of the two nearest exits in the building;
- If you are in an office, stay there and secure the door;
- If you are in a hallway, get into a room and secure the door; and
- As a last resort, attempt to take down the active shooter. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate him/her.

Active Shooter Protocols. In addition to the best safety practices outlined above, CCC will instruct its employees to take the following actions in the event of an active shooter:

- Quickly determine the most reasonable way to protect your own life. Remember that vendors and authorized visitors on the premises are likely to follow the lead of employees and managers.
- If there is an accessible escape path, attempt to evacuate the premises. Be sure to have an escape route and plan in mind prior to starting your evacuation. Evacuate regardless of whether others agree to follow; leave your belongings behind and help others escape, if possible.





- Prevent individuals from entering an area where the active shooter may be located. Keep your hands visible, follow the instructions of any law enforcement on site; do not attempt to move wounded people.
- If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should be out of the active shooter's line of sight, provide protection if shots are fired in your direction, and not trap or restrict your options for movement. If possible, lock the door and blockade the door with heavy furniture. Silence your cellphone, turn off any source of noise, hide behind large items, and remain quiet.
- If you are unable to evacuate and unable to find a location to hide, remain calm, and dial 911 if possible, to alert police to the active shooter's location. If you cannot speak on the phone to the dispatcher, leave the line open and allow the dispatcher to listen.
- As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by acting as aggressively as possible against him/her; throwing items and improvising weapons; yelling; committing to your actions.
- When you are in a safe location, call 911.
- When law enforcement arrives, remain calm and follow officers' instructions. Put down any items in your hands and immediately raise hands and spread fingers. Keep hands visible at all times; avoid pointing, yelling, and/or screaming.
- Once evacuated and in a safe location, you will likely be held by law enforcement until the situation is under control. Do not leave until law enforcement authorities instruct you to do so.

Terrorism. Should an act of terrorism occur in the immediate vicinity or surrounding area of the building or premises, CCC will have in place the following protocols:

- Stay calm and follow the instructions of the Manufacturing Director.
- If an explosion occurs, take cover immediately and adhere to CCC's explosion protocols.
- Notify the authorities of any known hazards.
- Stay indoors and away from doors and windows (unless specifically directed to evacuate). When directed, evacuate in an orderly and calm manner.
- If released from work early, follow the instructions of the Manufacturing Director and/or authorities on site.
- Do not remain in the vicinity to sight see.

Evacuation Protocols

Any management-level employee may determine the need to evacuate an area. Any employee is authorized to evacuate an area in a life-threatening incident, or if the employee reasonably believes a life-threatening incident is imminent. Reasons for evacuation may include, but are not limited to:

- Fire.
- Bomb threat.





- A hostile or violent employee, vendor, visitor, or unknown person.
- Power outage.
- Earthquake.
- Water or gas leak.
- Hazardous chemical spill.
- Burglary or hostage situation.

BURGLARY

Training

Managers will review the following procedures to be followed during the situation and immediately following the Burglary.

Procedure during a Burglary

- Don't be a Hero or Heroine! Do nothing that would jeopardize your safety or the safety of others.
- Try to remain calm.
- If a firearm is displayed, assume it is real and loaded.
- Make no sudden moves and remain calm. If the robber(s) have a weapon, those persons may use it if provoked or agitated.
- Activate alarms (where available) ONLY if you can do so safely and without detection.
- Follow the robber(s) directions, but volunteer nothing more than you are asked.
- Make no sudden moves. If you must put your hands into a pocket or make any other moves, explain the action before doing it.
- If the robber hands you a note, drop it on the floor or place it out of sight to retain as evidence.
- Study the robber(s) as carefully as possible without being obvious. Note height, weight, race, age, clothing, jewelry, sex, speech characteristics, scars, tattoos, deformities, gait, and method of operation.
- Note the number of accomplices and where they stood. Pay special attention to the way the robbers address each other. Under stress, they may use real names.
- Note the type of weapon used by the robber and where it was carried.
- Note the direction in which the robber(s) departed and how any stolen items were carried away (sack, bank bag, etc.).
- Try to remember exactly what the robber(s) said.

Procedure after a Burglary

- Call 911 Do not leave the phone until you have answered all the questions that you may be asked. If injury occurred, advise police and state if an ambulance is needed.





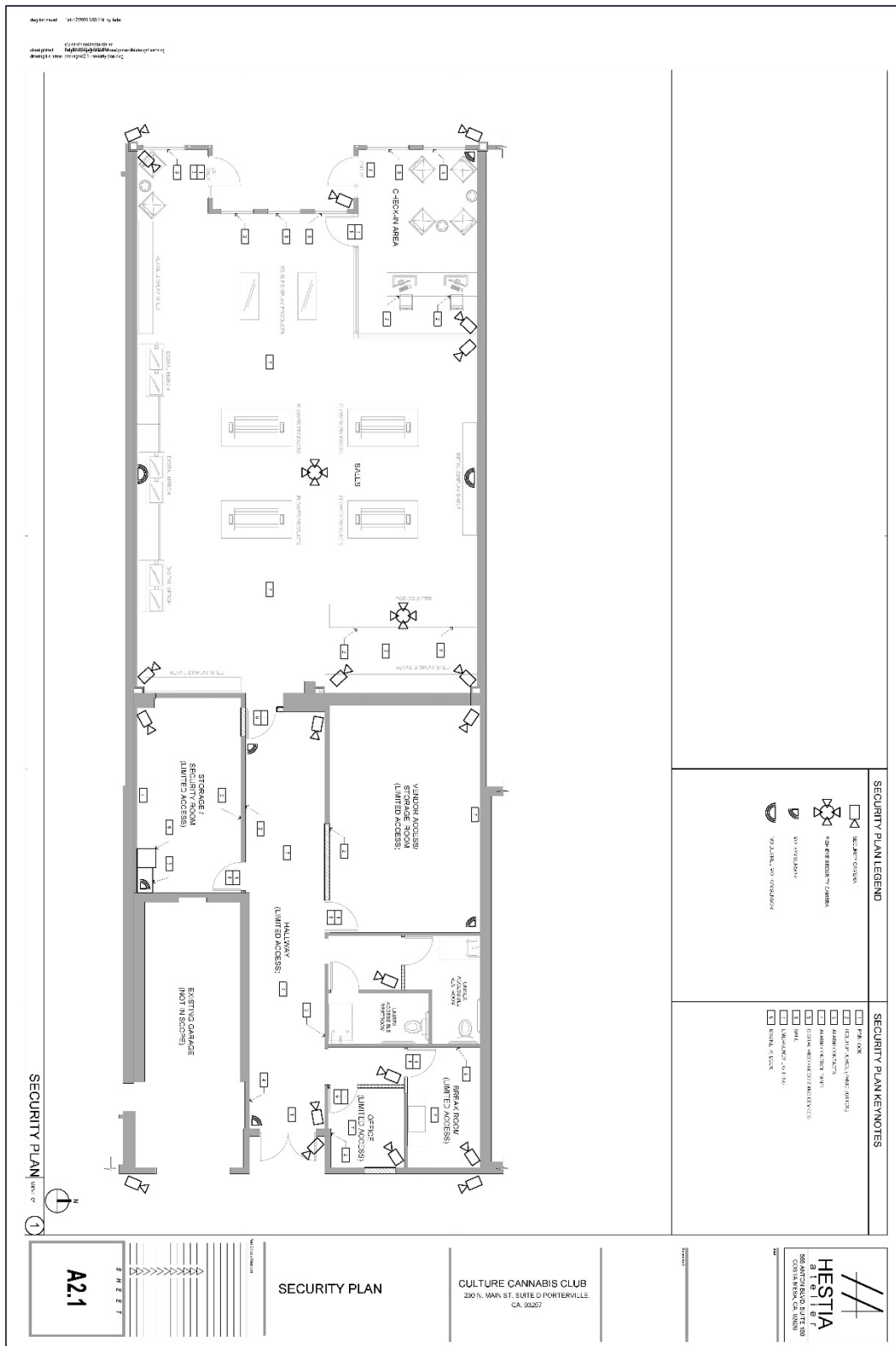
- The person who actually dealt with the robber(s) should be near the person making the call to the police to assist in answering any questions asked by the police.
- As soon as the burglary has been reported lock all doors, ask all witnesses to remain, and allow no one to enter until officers arrive.
- DO NOT TOUCH ANYTHING!

[SEE NEXT PAGE FOR SECURITY CAMERA OVERLAY]





CULTURE
== CANNABIS CLUB ==





SECTION VII : ODOR CONTROL

CCC is committed to implementing preventative measures that will eliminate and reduce the potential risk of significant adverse environmental impacts as further set forth herein. CCC will incorporate odor control devices and odor absorption ventilation systems on the premises to ensure that odors from on-site cannabis operations are not detectable offsite.

CCC will install and maintain an exhaust air filtration system with odor control that prevents internal odors from being emitted externally, and will install an air system that creates negative air pressure between the business's interior and exterior such that odors generated inside the business are not detectable outside of the premises. CCC will adhere to the California Environmental Quality Act (CEQA) and is committed to ensuring that there will be no significant adverse environmental impacts of its operations. CCC will ensure that all of its air quality procedures and policies meet or exceed the requirements set forth in the regulations released under Senate Bill 94.

AIR QUALITY STANDARDS

In addition, CCC will implement policies and practices that adhere to California Ambient Air Quality Standards (CAAQS), as adopted by the California Air Resources Board (ARB) and the U.S. Environmental Protection Agency (U.S. EPA). CCC will ensure that air pollutants, if utilized or produced during any process related to its operations, remain in compliance with the following standards, the California ARB Standard PM10 and the California ARB Standard PM2.5. CCC is committed to protecting the health of its employees, visitors, contractors, and residents of the surrounding community, including, but not limited to, the elderly, people with heart and/or lung disease, children, and infants.

ODOR MANAGEMENT

To preserve the retail facility and the community surrounding the retail facility, CCC has established multiple, state-of-the-art methods to prevent the spread of odor beyond the retail facility walls and combat offensive odors within the retail facility. CCC will use various methods of air control. If odor is reported coming from the retail facility at any time, CCC will make it a priority to find the source of the spreading odor and eliminate the cause. From there, CCC will revisit its standard operating procedures to determine appropriate modifications, if any.

Upon discovering odor escaping the retail facility in any quantity, CCC will:





- Immediately prioritize finding the source of the odor;
- Eliminate the cause of the odor; and
- As necessary, modify operating procedure to ensure the prevention of future incidents.

CHARCOAL FILTERS

CCC will install multiple charcoal-filled carbon filters placed strategically in the facility to filter the offensive odor created by cannabis. Certain carbon filters will be set up as scrubbers where they constantly "scrub" the air by taking in dirty air and releasing clean air. Other filters will take in dirty air, filter it and transport the air via ducts to a specific room to further cleanse it. Other filters will take in dirty air, filter it and transport the air via ducts to a specific room to further cleanse it.

HVAC SYSTEMS

The facility will be equipped with Energy Star HVAC technology which allows an energy efficient means of controlling the retail facility's climate, and the facilitation of proper ventilation to prevent the spread of unwanted odors. HVAC equipment will provide the following:

- Installation of vent dampers;
- Analysis of systems and replacement of inefficient components;
- Use of programmable thermostats and controls; and
- Sealing and insulation of ducts and hot water pipes.

STORAGE AREAS

CCC's storage areas have been designed for ease of maintenance. The facility Managers will ensure these areas remain dry, well ventilated, and have sufficient insulation or other temperature-control features to avoid extreme temperature fluctuations. CCC may incorporate a humidifier or de-humidifier if needed. Storage areas will utilize and maintain carbon filtration or other means of odor control.

VENTILATION AND ODOR CONTROL

In accordance with the procedures set forth in this section, CCC will ensure the following:





- Storage areas should have properly balanced ventilation systems; Dehumidifier equipment must be installed and maintained as necessary;
- The retail facility Manager must ensure the regular maintenance of odor control equipment including regular cleanings and filter replacements as often as required;
- Odor control equipment must employ activated carbon filtration and be serviced according to ions.

CCC's air system will create negative air pressure between the premises interior and exterior to ensure that odors from within the premises will not be detected outside of the premises.

ENVIRONMENTAL CONTROL RECORDS

All environmental control adjustments and maintenance records must be recorded in CCC's records and maintained for a period of seven (7) years in accordance with applicable state law.

The Original Can-Filters.
canfilters.com

Home > Commercial Units > M5

M5

The M5 has been designed to effectively remove odors and keep airflow high for the industrial space or the greenhouse environment. The M5 is powered by the 20" Max-Fan and reliably delivers 3509 CFM of clean air on only 4.8 amps, 240v. The M5 uses 20 pieces of the Can-Lite 9000 filters. The 20 pieces of Can Lite 9000 easily connect to the M5 unit with twist style Bayonet mounts. The M5 comes fortified with a locking, insulated (sound proofed) maintenance door that opens the way to an extremely clean and easy to work with enclosure. Very compact in design the M5 can be stacked or mounted.

1 Item(s) Show 20

Sort By Position

M5

CFM	3509 Orig"
RPM	1571
Max Watts	1142
Amps	4.79 @ 240 VAC 60 Hz
Weight:	405 lbs (w/ filters)
Length	31.5"
Width	37.25"
Height	27.25"
Blade Design	Mixed Flow
Housing	Galvanized
Inlet/Outlet	20"





CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Consideration of an Ordinance of the City Council of the City of Porterville Approving a Development Agreement between the City of Porterville and Haven #7 LLC Relating to the Development of a Retail Cannabis Dispensary

SOURCE: Community Development

COMMENT: On November 3, 2020, in accordance with the procedures established by the City Council via the approved Request for Proposals and recommendations received from the Cannabis Ad Hoc Committee, the City Council selected to begin negotiations on a Development Agreement with Haven #7 LLC and Culture Cannabis Club. Haven #7 LLC is proposing a cannabis dispensary to be located at 1 West Morton Avenue.

Chapter 15, Article VII of the Municipal Code outlines the local regulations for cannabis dispensaries. The project went before the Project Review Committee on April 21, 2021. The project location has a zoning designation of Downtown Retail North of Olive Avenue, in which Cannabis dispensaries are permitted. The project is located in the Downtown District and any exterior changes to the facility must comply with the Downtown Design Guidelines.

The Cannabis Ad Hoc Committee conducted several meetings with the applicant in negotiation of the draft Development Agreement. The draft Development Agreement includes provisions for term of operation, operational guidelines, community relations and employment, has an initial term of fifteen (15) years with an option to extend the agreement for an additional five years. The owner is to comply with California Cannabis Laws and only transact business with other legally permitted persons and entities. The owner required to coordinate and cooperate with the City and any other owners of commercial cannabis dispensaries located within the City of Porterville in the establishment and implementation of a public outreach and education program.

The Owner shall also coordinate and cooperate with the City and other owners of commercial cannabis facilities located within the City of Porterville in the City Council's establishment and implementation, and the owners' funding of a community benefits program which could include such items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of

local public service, public safety, and special social and community organizations. The owner has agreed to, as a business expense, to pay the City the yearly sum of \$30,000.00 or one percent (1%) of owner's annual gross receipts, whichever amount is greater, from the commercial operation on the premises. All projects under the community benefits program must be approved by the City and may also be implemented by the City. The designated Community Relations Liaison for Haven #7 is Hussain Rayani. The community benefits program is in addition to the cannabis business tax as adopted by Ordinance No. 1875, and Porterville Municipal Code Chapter 22, Article VI, which requires every person engaged in a Commercial Cannabis Business in the City to pay an annual Commercial Cannabis Business tax at a rate established by Resolution of the City Council, but no more than ten percent (10%) of annual gross receipts. Resolution No. 99-2020, adopted by the City Council on December 15, 2020, has currently set the rate at seven percent (7%) of annual gross receipts per fiscal year.

The owner has agreed to make a good faith effort to recruit, hire, and train City residents for employment by the owner. The owner will work with local recruitment sources, including the Employment Connection, to identify qualified individuals who are City (or City area) residents, advertise for qualified City residents in trade papers and newspapers of general circulation in the area, and develop a written plan to recruit and employ City residents as a part of the its workforce. The Owner commits to a local annual hiring goal of 50% of total operational jobs for permanent and apprentice employees.

The owner has agreed to provide a historical/artistic feature as a component of its project, which will be located at or near the project site. The artistic feature will be subject to the review of the City Cannabis Ad Hoc Committee and City of Porterville Arts Commission, and the approval of the City Council, prior to the commencement of work on the feature. Work on the feature must be commenced within one year of the opening of the business. On June 28, 2021, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act pursuant to Section 15303 of the California Code of Regulation (CEQA Guidelines), as the project is a conversion of an existing structure from one use to another in conjunction with minor changes to the facility.

RECOMMENDATION:

That the City Council:

1. Conduct the Public Hearing and consider any public testimony, and
2. Approve and give first reading to an Ordinance of the City Council of the City of Porterville Approving a Development Agreement between the City of Porterville and Haven #7 LLC Relating to the Development of a Retail Cannabis Dispensary, reading by title only and waiving further reading thereof.

ATTACHMENTS:

1. Locator Map

2. Haven Development Agreement
3. Draft Ordinance - Development Agreement Haven
4. City of Porterville Indemnification Agreement
5. Property Owner Consent
6. Site Plan and Floor Plan
7. Security Plan
8. Odor Control Plan

Appropriated/Funded:

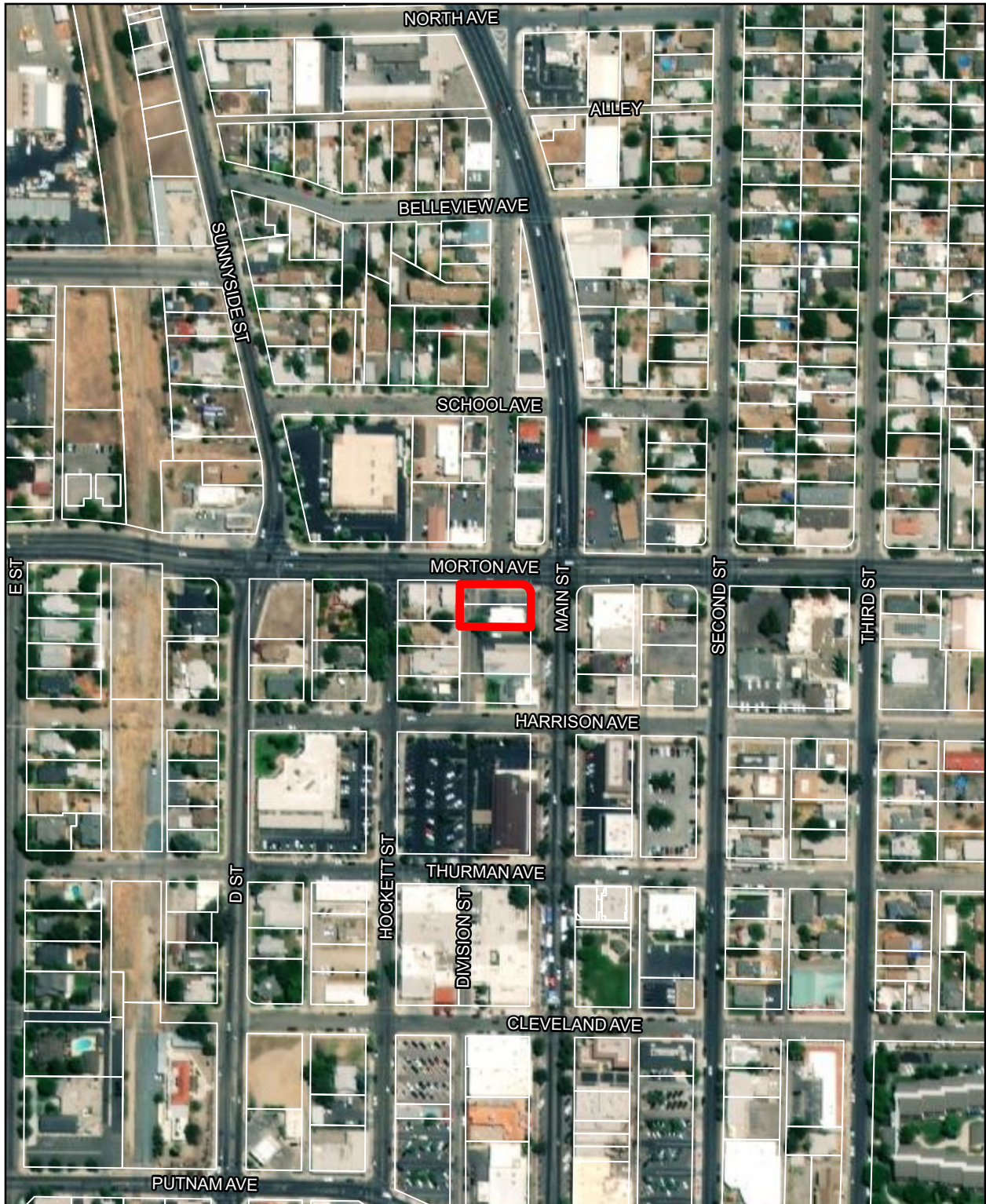
Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager

Locator Map PRC 2021-013



**Haven Dispensary
1 W. Morton Ave**

 Project Location

1 in = 300 feet



Date Printed: 4/15/2021 by the Community Development Department

RECORDING REQUESTED BY
City of Porterville
AND WHEN RECORDED MAIL TO:
City of Porterville
291 N. Main Street
Porterville, CA 93257
Attention: City Manager

=====

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

COMMERCIAL CANNABIS DISPENSARY DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND
HAVEN #7 LLC

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2021, (the "Execution Date"), by and between the **CITY OF PORTERVILLE**, a California municipal corporation ("City") Haven #7 LLC ("Haven" or "Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement:

RECITALS

WHEREAS, the State of California enacted California Government Code Sections 65864 et seq. ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having legal or equitable interests in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction;

WHEREAS, the purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the Owner, and to meet certain public purposes of the local government;

WHEREAS, the City has adopted Municipal Code Article 609, establishing the procedures and requirements for the consideration of development agreements with the City;

WHEREAS, Owners currently hold legal or equitable interest in real property

considered in this Agreement which has a development area approximately **3940** square feet located at 1 West Morton Avenue, City of Porterville, State of California (the "Site"). The Site includes Assessor's Parcel Number: 253-201-002, and is more fully described in Exhibit A and shown on the map in Exhibit B. Both exhibits being attached hereto and incorporated herein by this reference;

WHEREAS, presently, Owner has a leased interest the Site for the purpose of commercial cannabis related activities, specifically the development and operation of a commercial cannabis dispensary. Such Commercial Cannabis facilities shall operate in accordance with all applicable provisions of Business and Professions Code §§26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7- 11362.85; Revenue and Taxation Code §§ 34010-34021.5; Vehicle Code §§ 2429.7 and 23222; Water Code §§ 1831, 1847, and 13276; the City of Porterville Municipal Code as it applies to such facilities (collectively the "Applicable Cannabis Laws"), and all Resolutions and procedures adopted or authorized by the City in accordance with those laws and regulations. Prior to operating a commercial dispensary Owner shall be required to obtain a Commercial Cannabis Permit from the City, and all related permits and licenses prior to the operation of same, pursuant to Chapter 15, Article VII and Chapter 21, Article 609 of the Porterville Municipal Code.

WHEREAS, Owner has obtained or intends upon obtaining a California State License issued, pursuant to Applicable Cannabis Laws, to operate a commercial storefront dispensary at the Site. The definition of "Property Owner" hereunder shall mean and refer to the fee simple owner of the property. The definition of "Owner" hereunder shall mean and refer to any authorized tenant of the Site to the extent such party holds or is covered by a Commercial Cannabis Permit;

WHEREAS, Owner has applied to this City for a Commercial Cannabis Permit (*hereinafter* "CCP") to conduct Commercial Cannabis Activities. No such activities are allowed or authorized without a Development Agreement, a Commercial Cannabis Permit, and all requirements pursuant to the above-referenced City regulations.

WHEREAS, Owner presently intends to develop and open a commercial storefront dispensary on the Site consistent with the Applicable Cannabis Laws and Project Approvals (known as the "Project").

WHEREAS, the Project will consist of: one commercial building totaling approximately 3,940 square feet.

WHEREAS, in 2019, Ordinance Nos. 1853 and 1854 came into effect authorizing specified Commercial Cannabis Activities within the City of Porterville, in strict compliance with related State of California laws, regulations and policies, under specified conditions and provisions;

WHEREAS, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA

guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied;

WHEREAS, the City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. The City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances;

WHEREAS, the City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner(s) has represented to City that it would not consider or engage in the Project absent City approving this Agreement;

WHEREAS, the City agrees that Owner's land use entitlements for the Project shall vest for the term of this Agreement as described below;

WHEREAS, in conjunction with the City's applicable ordinances and resolutions, the Zoning Administrator of the City reviewed, considered and recommended environmental clearance and recommended approval of the execution of this Agreement to the City Council. The Zoning Administrator found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City's zoning laws; in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City;

WHEREAS, after conducting a duly noticed hearing on July 6, 2021, in conjunction with the City's applicable ordinances and resolutions, and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City's zoning laws; in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Porterville and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Government Code and Municipal Code Required Elements

a. Description of Property. Land situated in the City of Porterville, County of Tulare, State of California; whose street address is 1 West Morton, City of Porterville, State of California (the "Site"). The Site includes Assessor's Parcel Number: 253-201-002.

b. Owner and Other Person with Legal or Equitable Interest.

Owner: **Haven #7 LLC**

Nature of Interest: *Lease for a term of 15 years.*

If Owner is not the fee simple owner of the Site, check box below:

[X] Owner represents and warrants that the property owner has consented in writing to the execution and recordation of this Agreement against the Site. See attached Landlord Consent agreement, incorporated herein by this reference (Exhibit A).

c. Permitted Uses. The subject property may be used for a commercial storefront cannabis dispensary as presently authorized under Chapter 15, Article VII of the Porterville Municipal Code, §§ 15-85 through 15-105 and Chapter 21, Section 301.23, and 609.01 through 609.11, and for any other use as authorized under applicable provisions of the Porterville Municipal Code.

d. Zoning. Owner shall guarantee that such activities outlined in Owner's Commercial Cannabis Permit Application ("Application") conducted pursuant to this Agreement and under the Commercial Cannabis Permit shall comply with the City's municipal code, including the above-referenced zoning regulations and any and all development and construction requirements contained therein. Owner shall not conduct any business under this Agreement or under the Commercial Cannabis Permit without having obtained all necessary permits, licenses, and approvals from the City and State of California.

e. Reservation or Dedication of Land for Public Purposes. If needed, sufficient roadway, sidewalk, and utility easements shall be reserved or dedicated to City for such purposes.

2. Term

This Agreement shall commence on the Effective Date and it shall end **fifteen (15)** years from the starting date, and it shall remain in full force and effect so long

as the subject property is used for a commercial cannabis facility as authorized under City Ordinance Nos. 1853 and 1854; provided, however, such use is not abandoned for a period of more than ninety (90) days. This Agreement [SHALL] be extended for up to 1 additional **five-year** period following the expiration of the initial **fifteen (15)** year term upon the occurrence of all the following:

The Owner shall give written notice to the City no later than one hundred twenty (120) days before the expiration of the initial term that the Owner desires to extend this Agreement for an additional **five-year** period;

(i) The Owner shows adequate evidence to the City that it has a legal and/or equitable interest in the Property and/or will have such interests for the duration of the extended term of the Agreement;

(ii) The Owner shall deposit all fees required by the City necessary for processing the extension request and drafting necessary documentation;

(iii) The Owner shall be in compliance with all provisions of Ordinance Nos. 1853 and 1854, and all terms imposed by the City-issued Commercial Cannabis Permit; and

(iv) The Owner shall not be in default of any provision of any agreement between City and Owner relative to the development of the Property or of any condition of approval imposed upon any entitlement granted by the City relative to the development of the Property for which Owner has been given a written notice to cure by the City and for which Owner has not cured or commenced to cure such default within thirty (30) days, if and as provided by such agreement or condition of approval.

3. **General Business/Store and Offices** – The facility will maintain hours of operation consistent with Section 15-87.L. of the Municipal Code, with generally a minimum of 4 employees per shift. The parties may agree to a lesser number if warranted by the business volume.
4. **Parking/Loading/Access:** The proposed project provides 19 parking spaces, including 1 accessible van space(s). Loading will take place on-site within an existing covered loading space accessed on the east side of the structure. In no event will loading occur within the public right-of-way. Vehicular access to the site will be through an existing driveway on Morton Avenue. Within the site, access to the structures will be through the secured front office entrance. Pedestrian walkways within the structure and on the north side of the structure allow pedestrian circulation throughout the site. The project complies with the CALGreen Tier 1 by incorporating stormwater pollution prevention measures, installing energy and water-efficient equipment, and planting native and drought-tolerant landscaping at the front of the property
5. **Security:** The project will secure the facility against unauthorized entry by installing

security lights on the exterior of the building to illuminate the side areas and parking area, installing commercial-grade locks, installing an alarm and video surveillance system, establishing procedures for identifying authorized persons, establish inventory controls, and install a secure surveillance vault to maintain the integrity of records. Further, the project shall have a separately secured, limited access area, where all persons must be at least 21 years of age and have a business reason for entering the area; non-employees with authorized access must be escorted, and an access log must be maintained. In addition, the applicant will engage a licensed security company to provide an operational security plan in compliance with applicable City Regulations and policies.

6. Owner's Site and Floor Plans

a. Owner's site plan and floor plan for the facility are attached hereto as Exhibit B and incorporated into the Application.

b. A preliminary landscape plan shall be prepared and reviewed and approved by the City Manager, the Community Development Director, the Engineering and Project Management Director, and/or their respective designees. A final landscape plan shall be prepared and submitted in conjunction with building and site improvement plans prior to issuance of building permits for construction activities.

c. An exterior signage plan shall be prepared and reviewed and approved by the appropriate City staff in accordance with the procedures and requirements of the Porterville Municipal Code.

d. The site elevations shall comply with the City's standards applicable to the Downtown area.

7. Facility Operations

a. Standard Operating Procedures. Owner is a lawful entity that will only transact business with other legally permitted persons and entities under the California Cannabis Laws. Prior to operating a dispensary, Owner shall be required to obtain a Commercial Cannabis Permit, and all requirements pursuant to said permit, from the City pursuant to City Ordinance Nos. 1853 and 1854. Further, and notwithstanding anything to the contrary, Owner may operate such cannabis-related activities as permitted in accordance with California state laws and regulations, as may be amended, including without limitation, as long as such activity is not inconsistent with Ordinance Nos. 1853 and 1854, this Development Agreement, the City-issued Commercial Cannabis Permit, and the Porterville Municipal Code.

During the term of its CCP and the term of this Agreement, Owner shall lawfully operate in accordance with all state and local laws. Owner shall employ exemplary operating procedures to comply with state and local laws. Owner's facility shall employ safety and security measures for the safety and security of its

employees, visitors, vendors, and neighboring communities and properties.

Owner shall fully comply with the minimum Operating Standards regulating the proposed Commercial Cannabis Activity as set forth in Article Chapter 15, Article 15, Sections 15-85 through 15-105 of the Porterville Municipal Code, and those required by Ordinance No. 1853.

b. Security Plan. Owner shall secure approval of its proposed security plan by the City prior to operating, and has attached its draft plan as Exhibit C. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and/or security, protection of the building(s) from vehicle intrusion, cash handling procedures, internal accounting controls, product handling and storage procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by City. See Porterville Municipal Code Section 15-87, subsections (N) and (O), and for minimum security requirements.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where cannabis products are handled, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure cannabis products are received, handled, stored, and sold in compliance with applicable state and local laws and regulations. The video surveillance system shall be web-based with direct access provided to the City of Porterville Police Department upon request.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Owner shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Owner and employees, and to ensure public safety to the neighboring community. Owner shall use security personnel during all hours of business operations. Security personnel may be armed so long as proper licensing and insurance requirements are followed and met by the third-party operator providing such security services.

Further, the project shall have a separately secured, limited access area, where all persons must be at least 21 years of age and have a business reason for entering the area; non-employees with authorized access must be escorted, and an access log must be maintained. The (nonlimited access) reception area shall be completely separate and secured from the dispensary operations, and shall be operated in conformity with all applicable laws and regulations, and by an employee at least 21 years of age, with concurrent monitoring by onsite security personnel.

c. Fire Department Approval. Owner shall not operate any facility, and no permit, license, or other approval issued by City shall be valid unless and until the Porterville Fire Department has approved Owner's site plan, floor plan, safety plan, and any other plans that require its approval.

d. Possession of Firearms. Except for licensed and bonded security personnel, no person employed or contracted by Owner shall be in possession of any firearm while on the premises or location without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the premises or location must provide the City Manager and the Porterville Police Department, ten (10) days before bringing the firearm onto the premises, with the following:

- 1) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;
- 2) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);
- 3) A copy of his or her California driver's license or California identification card; and
- 4) Any other information reasonably required by the Porterville Police Department to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

e. Identification Display. Each owner, manager, employee, and individual member engaged in the operation of the business shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by Owner.

f. Employee Background Checks and Procedures for Inventory Control to Prevent Non-Medical Diversion of Medical Cannabis. Only employees who receive the required background clearance pursuant to Section 15-89 of the Porterville Municipal code shall be permitted to enter Owner's facility. Each employee will have to meet a criminal background investigation as required by the City, which at minimum shall include a LiveScan criminal history check, which City shall make a good faith effort to facilitate within a reasonable time following the issuance of a Commercial Cannabis Permit(s) or license(s) to Owner.

Owner shall take all necessary and reasonable steps to prevent the sale or distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal

enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the sale of cannabis; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against cannabis possession or use on federal property.

g. Point of Sale Tracking System. Owner shall maintain an inventory control and reporting system that accurately documents the cannabis products. The inventory control and reporting system shall comply with the track and trace program required by California Cannabis Law and regulations issued thereunder.

Owner shall employ an electronic point of donation/sale system approved by the State of California for all point of donations/sales tracking from seed or inception to product distribution to other licensed commercial cannabis facilities. Such approved system shall track all commercial cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). Owner's point of sale system shall have the capacity to produce historical transactional data in accordance with City's requirements.

h. Record Keeping. Owner shall maintain records for all commercial cannabis and/or infused products. Owner shall comply with all record-keeping responsibilities that are set forth in Ordinance No. 1853, Section 15-87(O) of the Porterville Municipal Code, including complete and up-to-date records regarding the amount of commercial cannabis delivered and sold, and applicable State law.

i. Commercial cannabis sales shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Owner shall store its commercial cannabis and/or commercial cannabis products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within Owner's facility. Owner will not conduct outdoor operations except as related to lawful delivery and transportation of commercial cannabis and infused products. Owner will not store commercial cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

Any excess or contaminated product will be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill

disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

j. Odor Control. All structures shall have ventilation and filtration systems installed that prevent commercial cannabis plant odors from exiting the interior of the structure. The ventilation and filtration system shall be approved by the Building Official and installed prior to commencing sales within the allowable structure. Facility air intake, exhaust, and recirculating system shall be of industrial grade. Activated charcoal, recirculating, and closed loop aeration systems will be utilized as necessary for effective odor control and management. Owner's draft Odor Control Plan is attached hereto as Ex. D.

k. Description of Banking Plan. Owner shall seek to open a bank account under the name of Owner or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments. Should a bank account not be forthcoming, Owner shall implement other industry standard banking and/or other industry standard transactional mechanisms.

l. Transportation and Delivery Plan. Owner shall comply with all state and local law regarding transportation and delivery, including the rules governing delivery service. Owner shall retain a list of names and cellular contact numbers for all employees engaged in transportation and/or delivery of commercial cannabis products and provide it to the applicable oversight authority, keeping the list current and up to date.

Owner will keep complete and up-to-date records documenting each delivery, including the amount/product(s) provided, the date and time provided, the name of the employee making the delivery, the name and address of the individual corporation to whom delivery is made, and the amount of the related sale/monetary transaction.

8. Community Relations, Employment, and Wages

a. Public Outreach and Education Program. The Owner shall coordinate and cooperate with City and any other Owners of commercial cannabis dispensaries located within City of Porterville in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be approved by City.

b. Community Benefits Program. The Owner shall coordinate and cooperate with the City and other Owners of commercial cannabis facilities located within the City of Porterville in the City Council's establishment and implementation, and the Owners' funding of a community benefits program which could include such

items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service, public safety, and special social and community organizations. This community benefits program may be implemented by the City. The City may invite public participation in the decision-making process for identifying and prioritizing community needs and benefits, and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

Owner agrees, as a business expense, to pay the City the yearly sum of \$30,000.00 or 1% of Owner's annual gross receipts, whichever amount is greater, from the commercial operation on the Premises. Unless otherwise agreed to in writing by the parties the above amount shall be paid over the course of the calendar year on a quarterly basis, with payments due within 30 days of the end of each quarter. The first payment shall be due at within 30 days of the end of the first quarter for which the commercial operation at the Premises was operational and prorated to account for when during the quarter the opening occurred.

c. Designation of Community Relations Liaison. At the time of this Agreement, Owner's day-to-day operations manager, Hussain Rayani, will be responsible for community inquiries and complaints and on-site management during normal business hours.

d. Interface with City of Porterville Police / Inspections. Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Hussain Rayani will interface with the Porterville Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Porterville Police Department's assigned designee acting at the City Manager's request and per his specific and limiting instructions, shall have the right to enter all Premises from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and state and local laws and regulations, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City. See, Ordinance No. 1853, as well as Porterville Municipal Code Section 15-87, 15-96.

_____ Owner's Initials

e. Local Recruitment, Hiring, and Training Programs. Owner is committed to making a good-faith effort to recruit, hire, and train City residents for employment

by Owner. A good-faith effort means Owner shall take the following or similar actions to recruit and employ City residents: 1) Contact local recruitment sources, including the Employment Connection, to identify qualified individuals who are City (or City area) residents, 2) Advertise for qualified City residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ City residents as a part of the its workforce. The Owner commits to a local annual hiring goal of 50% of total operational jobs for permanent and apprentice employees. This goal shall apply horizontally, across all departments and managerial positions. The Owner shall not be penalized or deemed in default under this Agreement if it is unable to achieve such a goal. "Local" is defined as within a 3-mile radius of the boundaries of the City's boundaries. The Owner shall contact and work with a job referral agency (e.g. the Employment Connection) assigned by the City Manager to implement a local hiring policy for permanent and apprentice employees. The purpose of the hiring policy is to facilitate the training and employment of local and disadvantaged job applicants for jobs within the City's jurisdiction, and 3-mile radius of City boundaries. Applicants for jobs shall not be disqualified from hiring solely on the basis of an arrest or conviction for a Cannabis-related crime that occurred prior to November 8, 2016, and could have been prosecuted as a misdemeanor or citation under current California law. The Owner shall report on compliance with the local hiring goals as part of its annual audit report.

9. Public Art Feature/Element. Owner agrees to provide a historical/artistic feature as a component of its project, located at or near the Property. The artistic feature will be subject to the review of the City Cannabis Ad Hoc Committee and City of Porterville Arts Commission, and the approval of the City Council, prior to the commencement of work on the feature. Work on the feature must be commenced within one year of the opening of the business.

10. Indemnification Agreement by each Cannabis Permittee

Pursuant to Ordinance Nos.1853 and 1854, and including Porterville Municipal Code Section 15-87(T), to the fullest extent permitted by local, state and/or federal law, the City of Porterville shall not assume any liability whatsoever with respect to having issued a Commercial Cannabis Permit or executed a Development Agreement pursuant Ordinance No. 1853 and Chapter 609 of the Development Code, or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any Commercial Cannabis Permit and to the execution and approval of a Development Agreement, the Owner shall be required to meet all the conditions enumerated in Porterville Municipal Code Sections 15-85 through 15-105, before this Agreement may be executed, and before they can receive the Commercial Cannabis Permit. The City Manager shall require the Owner and each Commercial Cannabis Permittee to execute a separate Indemnification Agreement prepared by the City that fully indemnifies the City for all liabilities associated with the Commercial Cannabis Permit, the Commercial Cannabis Permittee's Commercial Cannabis Activities, and any action taken by

the Cannabis Permittee, and/or arising out of Owner's obligations under this Agreement. The Indemnification Agreement shall include the defense of the City and reimbursement of all fees, costs and expenses incurred by the City related to any action arising from this Agreement. Attached as Exhibit E, and incorporated herein by this reference, is true and correct copy of a fully executed Indemnification Agreement.

11. Fees, Costs, and Taxes

a. Permit Fees. Owner agrees to pay all permit fees and charges authorized and referenced in Ordinance Nos. 1853 and 1854, all amounts adopted by City Council and as required by applicable laws and regulations, and any fees set forth in this Agreement. Permit application, processing, and renewal fees shall be due and payable at the time application is made or renewed.

b. Cannabis Business Tax. Owner shall comply with all provisions of Ordinance No. 1875, and Porterville Municipal Code Chapter 22, Article VI, which requires every person engaged in a Commercial Cannabis Business in the City to pay an annual Commercial Cannabis Business tax at a rate established by resolution of the City Council, but no more than 10% of annual gross receipts. Resolution No. 99-2020, adopted by the City Council on December 15, 2020, has currently set the rate at 7% of annual gross receipts per fiscal year.

Copies of Tax Filings. Owner shall additionally provide the City with courtesy copies of each and every report Owner is required to provide to the County of Tulare or the State of California for sales, use, or other tax purposes at the time such filings are made.

12. Insurance

a. Insurance. Owner shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Owner" for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this section and its subsections with carriers reasonably satisfactory to City.

b. General Liability Insurance. Owner shall maintain commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) each occurrence. Such insurance shall also:

1) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

- 2) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

- 3) Contain standard separation of insured provisions.

c. Automotive Liability Insurance. Owner shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident for the vehicles Owner operates in connection with its cannabis business. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

- 1) Name City, and work in good faith with the City and the insurers to name additional insureds as deemed reasonably necessary. "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds;

- 2) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives;

- 3) Contain standard separation of insured provisions.

d. Workers' Compensation Insurance. Owner shall take out and maintain during the term of this Agreement, workers' compensation insurance for all of Owner's employees employed at or on the Project, and in the event any of the work is subcontracted, Owner shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Owner. In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Owner shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Owner hereby indemnifies City for any damage resulting from failure of Owner, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident shall be maintained.

e. Other Insurance Requirements. Owner shall do all of the following:

- 1) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidenced all insurance required in this Article, including evidenced that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City.

- 2) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.
- 3) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior the termination of this Agreement.
- 4) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the term or the mutual written termination of this Agreement.
- 5) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

13. Termination

- a. Termination Upon End of Term. This Agreement shall terminate upon the expiration of the term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.
- b. Effect of Termination on Owner's Obligations. Termination of this Agreement shall eliminate any further obligation of Owner to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Owner to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.
- c. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.
- d. Survival After Termination. The rights and obligations of the Parties set forth in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

14. Resources Efficiency

Owner shall endeavor to reduce its environmental impact when possible. The design of the facility shall include reasonable water and energy conservation measures in accordance with applicable State regulations.

15. Standard Conditions for Construction

During any on-site construction activities related to development of the project site and any buildings thereon, or renovation or remodeling of existing buildings, Owner shall comply with all applicable state and local building and construction laws, regulations, and guidelines. The Project shall comply with the applicable parking standards established by the City for these particular cannabis activities.

16. Defaults and Remedies

a. Remedies in general. It is acknowledged by the parties that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure to delay by either party to perform any term or provision of this Agreement beyond a reasonable notice and cure period shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) day notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. Notwithstanding the foregoing to the contrary, if the alleged default is of such a nature that it cannot be cured within thirty (30) days, the alleged defaulting party shall not be deemed in default as long as such party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

After notice and expiration of the thirty (30) day period, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City shall not be liable in monetary damages, unless expressly provided for this Agreement, to Owner, to any mortgagee or lender, or to any successors in interest of Owner or mortgagee or lender, or to any other person, and Owner covenants on behalf of itself and all successors in interest to the Property or any portion thereof, not to sue for damages or claim any damages.

1) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

2) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which Owner characterizes as a regulatory taking or inverse condemnation; or

3) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by City of its power of eminent domain. Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from bad faith intentional acts, the grossly negligent or malicious acts of City and its officials, officers, agents and employees. Nothing herein shall modify or abridge any defenses or immunities available to City and its employees pursuant to the Government Liability Act and all other applicable statutes and decisional law.

Except as set forth in the preceding paragraph relating to eminent domain, Owner's remedies shall be limited to those set forth in this Section.

Notwithstanding anything to the contrary contained herein, City covenants as provided in Civil Code Section 3300 not to sue for or claim any consequential damages or, in the event all or a portion of the Property is not developed, for lost profits or revenues which would have accrued to City as a result of the development of the Property.

b. Specific Performance. The parties acknowledge that money damages and remedies at law are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

1) Except as provided in this Agreement, money damages are unavailable against City.

2) Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to use the Property or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered

on an expedited, priority basis.

c. Release. Except for those remedies set forth in this Agreement, Owner, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement.

Owner acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of its execution of this Agreement. Such fact notwithstanding, Owner agrees that the release provided in this Section shall apply to such unknown or unknowable claims and damages. Without limiting the generality of the foregoing, Owner acknowledges the provisions of California Civil Code Section 1542, which provide:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Owner hereby waives, to the maximum legal extent, the provisions of California Civil Code Section 1542 and all other statutes and judicial decisions of similar effect.

Owners' Initials

d. Termination of Agreement for Default of City. Owner may terminate this Agreement in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default. Notwithstanding anything to the contrary, in the event that Owner deem it is necessary and/or advisable to cease operations in Porterville, then Owner may terminate this Agreement, and such termination shall be effective upon the date of written notice to the City.

e. Attorneys' Fees and Costs. In any action or proceeding between City and Owner brought to interpret or enforce this Agreement, or which in any way arises

out of the existence of this Agreement or is based upon any term or provision contained herein, the “prevailing party” in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this Agreement, the prevailing party’s reasonable attorneys’ fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Section include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding.

f. Owner Default. No building permit shall be issued or building permit application accepted for any structure on the Property after Owner is determined by City to be in default of the terms and conditions of this Agreement until such default thereafter is cured by Owner or is waived by City. If City terminates this Agreement because of Owner’s default, then City shall retain any and all benefits, including money or land received by City hereunder.

17. Third Party Litigation

a. General Plan Litigation. City has determined that this Agreement is consistent with its General Plan. Owner has reviewed the General Plan and concurs with City’s determination.

City shall have no liability under this Agreement or otherwise for any failure of City to perform under this Agreement, or for the inability of Owner to develop the Property as contemplated by the **Agreement**, which failure to perform or inability to develop is as the result of a judicial determination that the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law, or that this Agreement or any of City’s actions in adopting it were invalid, inadequate, or not in compliance with the law.

b. Hold Harmless Agreement. To the fullest extent permitted by law, Owner hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, attorney’s, contractors, consultants and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner or Owner’s contractors, subcontractors, agents, or employees’ operations under this Agreement, whether such operations be by Owner, or by any of Owner’s contractors, subcontractors, agents, or employees’ operations under this Agreement, whether such operations be by Owner, or by any of Owner’s contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner’s contractors or subcontractors. Owner agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

c. Indemnification. To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless City and its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Property; (ii) the environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Property; (iii) any claims based on or alleging inverse condemnation by any person or entity with an interest in the Property; and (iv) the proceedings undertaken in connection with the adoption or approval of any of the above. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Owner regarding the selection of counsel, and Owner shall pay all costs related to retention of such counsel. This Indemnification is provided in addition to that set forth in Section 7.

d. Environmental Contamination. To the fullest extent permitted by law, Owner shall indemnify and hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees free and harmless from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting and acts or omissions of City as successor to any portions of the Property dedicated or transferred to City by Owner, for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action or proceeding. This Indemnification is provided in addition to that set forth in Section 7.

The provisions of this Section do not apply to environmental conditions that predate Owner's ownership or control of the Property or applicable portion; provided, however, that the foregoing limitation shall not operate to bar, limit or modify any of Owner's statutory or equitable obligations as an owner or seller of the Property.

e. City to Approve Counsel. With respect to this Section, City reserves the

right to approve the attorney(s) which Owner selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld.

f. Accept Reasonable Good Faith Settlement. With respect to this Section, City shall not reject any reasonable good faith settlement. If City does reject a reasonable, good faith settlement that is acceptable to Owner, Owner may enter into a settlement of the action, as it relates to Owner, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Section applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. Owner and City expressly agree that this Section does not apply to any settlement that requires an exercise of City's police powers, limits City's exercise of its police powers, or affects the conduct of City's municipal operations.

g. Survival. The provisions of this Section inclusive, shall survive the termination or expiration of the Agreement.

18. California Environmental Quality Act

Owner shall pay all fees and reimburse City for any and all costs incurred by City related to project review under the California Environmental Quality Act (CEQA), Public Resources Code, §§21000-21189.3, and the Guidelines for California Environmental Quality Act, California Code of Regulations, Title 14, §§15000-15387. If reasonably requested by City, Owner shall conduct and pay for any required CEQA reviews and analyses. The City has found that the proposed Project is Categorical Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities. This exemption applies to projects characterized as alterations to existing facilities meeting the conditions described in **Section 15301**.

19. Rules, Regulations, and Official Policies

Except as otherwise provided in this Agreement, the rules, regulations, and official policies of City governing permitted uses of the land, governing density, and governing the design, improvements, and construction standards and specifications applicable to the development of the Project subject of this Agreement, shall be those rules, regulations, and official policies of City in force at the time of the execution of this Agreement. This Agreement does not prevent City, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor does this Agreement prevent City from denying or conditionally approving any subsequent development project application based on such existing or new rules, regulations, or policies.

20. Commercial Cannabis Permit Conditions of Approval

Owner shall comply with all conditions of approval of the City-issued Commercial Cannabis Permit.

21. Periodic Reviews

This Agreement shall be subject to annual review. Owner and Landlord executing this Agreement shall demonstrate good faith compliance with the terms of this Agreement. If, as a result of such periodic review, City finds and determines, based on substantial evidence, that Owner or Landlord executing this Agreement, or successor in interest thereto, has not complied in good faith with the terms or conditions of this Agreement, City may terminate or modify this Agreement (except no modification shall increase Owner's liability nor reduce Owner's rights), provided that City shall first provide Owner notice of its intent to terminate, with a detailed explanation as to why, and provide Owner the reasonable right to cure the same.

a. Periodic Review. City Council shall review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with this Agreement. During the periodic review Owner shall be required to demonstrate good faith compliance with the terms of the Agreement, through submitting an annual monitoring report, records, or equivalent written materials to the Community Development Department. The Department will schedule a hearing on the periodic review of the Development Agreement on or following the anniversary of the Effective Date, but Owner has no obligation to compel such hearing, and no implication will be made to Owner's detriment if a hearing is not in fact held. Owner shall document any request for an extension of the term due to delays beyond the control of Owner (see Section 25.i., "Force Majeure").

b. Conditional Use Permit. For all intents and purposes, the Commercial Cannabis Permit to be issued under this Agreement shall be treated as if it were a Conditional Use Permit issued to Owner for the establishment and operation of its business. The operation of the business at all times shall be required to comply with the terms of this Agreement.

c. Special Review. City Council may order a special review of compliance with this Agreement at any time. The Community Development Director or his or her designee shall conduct such special review. During a special review, Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Owner.

d. Review Hearing. At the time and place set for the review hearing, Owner shall be given an opportunity to be heard. If City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, City Council may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of City. The decision of City Council shall be final, subject

only to judicial review pursuant to Code of Civil Procedure Section 1094.5.

e. Certificate of Agreement Compliance. If, after a periodic or special review, Owner is found to be in compliance with this Agreement, and if Owner requests it, City shall issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent periodic or special review, and based upon the information known or made known to the Planning Director and City Council, that (i) this Agreement remains in effect and (ii) Owner is not in default.

City shall not be bound by a Certificate if a default existed at the time of the periodic or special review, but was concealed from or otherwise not known to the Planning Director and City Council, regardless of whether the Certificate is relied upon by assignees or other transferees or Owner.

f. Failure to Conduct Review. City's failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.

22. Assignment

Assignment by Owner. Owner shall not transfer, delegate, sublet or assign its interest, rights, duties, and obligations under this Agreement. Any assignment, delegation, or subletting shall be null and void.

23. Operating Commercial Cannabis Facility

Any party to this Agreement, shall not operate a commercial cannabis facility authorized under the municipal code unless it is the holder of a valid applicable State Cannabis License and a Commercial Cannabis Permit issued by City in accordance with the procedures and requirements of Chapter 15, Article VII of the Porterville Municipal Code.

24. Notice

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication

shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Porterville
291 North Main St.
Porterville, CA 93257
Attention: City Manager

and City Attorney, Porterville
McCormick, Kabot, Jenner & Lew
4010 S. Demaree Street
Visalia, CA 93277

If to Owner: Haven #7 LLC
c/o Joe Velazquez
18012 Cowan #200
Irvine, CA 92614

And

Hussein Rayani
Haven
1 West Morton
Porterville, CA 93257

If to Landlord: Letsinger 1995 Trust
c/o Richard E. Conway
1441 West Cheryll Court
Porterville, CA 93257

25. Miscellaneous Provisions

a. Amendment or Cancellation. This Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the parties to this Agreement or their successors in interest.

b. Waiver. Waiver by City of any one or more of the terms or conditions of this Agreement shall not be construed as waiver of any other term or condition under this Agreement.

c. Enforcement/Reserved Powers. Unless amended or canceled pursuant hereto, this Agreement shall be enforceable by any party hereto, or successor in interest thereto, notwithstanding any subsequent change in any applicable general or specific plan, zoning, subdivision or building regulation, or municipal

code amendment adopted by City that conflicts with the terms of this Agreement. However, this Agreement is subject to the City's "Reserved Powers." For purposes of this Agreement, "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future discretionary actions after the Effective Date of this Agreement that: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to California Marijuana Laws or California Uniform Codes, as adopted by the City of Porterville, and/or the Porterville Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Site; (3) are necessary to comply with state or federal laws and regulations; or (4) involve sign and parking ordinances and guidelines, changes to the City's zoning laws, Specific Plan or the City's General Plan, whether adopted previous or subsequent to the Effective Date of this Agreement).

If any City ordinance, rule or regulation or addition to the Porterville Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement or an associated Commercial Cannabis Permit, business license or other authorizations and City approvals, or reduce development rights or assurances provided to the Owner in this Agreement, then such changes, additions or deletions to the Porterville Municipal Code shall not be applied to the Site or Project; provided, however, the parties acknowledge that the City's approval of this Agreement is a legislative action subject to referendum. The parties shall cooperate with each other and undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms and to the fullest extent permitted by state or federal law.

Notwithstanding anything to the contrary in this Agreement, site improvements contemplated by this Agreement shall be completed pursuant to the City's development standards and design guidelines.

d. Joint and Several Liability. Owner shall be jointly and severally liable for any amount due under this Agreement, and any breach of this Agreement or failure to pay by one Party shall also constitute a breach of this Agreement by the other Party.

e. Severability. If any part of this Agreement is found to conflict with applicable state laws or regulations, such part shall be inoperative, null, and void insofar as it conflicts with said laws or regulations, or modified or suspended as may be necessary to comply with such state laws or regulations, but the remainder of this Agreement shall continue to be in full force and effect.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile, or electronic signature.

g. Jurisdiction. The law governing this Agreement shall be that of the State of California. The parties agree that this Agreement is entered into and to be performed in Tulare County, California.

h. Disclaimer. Despite California's commercial cannabis laws and the terms and conditions of this Agreement, or any Commercial Cannabis Permit issued pertaining to Owner or the property specified herein, California commercial cannabis possessors or business operators may still be subject to arrest by state or federal officers and prosecuted under state or federal law. The Federal Controlled Substances Act, 21 USC § 801, prohibits the manufacture, distribution, and possession of cannabis without any exemptions for medical use.

i. Force Majeure. If delays are caused by unforeseen events beyond the control of Owner, such delays will entitle Owner to an extension of time as provided in this section. Such unforeseen events ("Force Majeure") shall mean war, insurrection, acts of God, local, state or national emergencies, strikes and other labor difficulties beyond the party's control, or any default by City hereunder, which Force Majeure event substantially interferes with the development, construction or operation of the Project.

j. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

k. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same. Except as otherwise provided, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all authorized successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide constructive notice thereof, the City Clerk will record this Agreement with the Tulare County Recorder within the period required by Government Code Section 65868.5.

l. Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect

to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property.

m. Changes to Project. The parties acknowledge that changes to the Project or Development Plans and related approvals may be appropriate and mutually desirable to carry out the intent and purpose of this Agreement. This Agreement shall not prevent the City from applying, with the consent or at the request of the Owner, *Subsequent Land Use Regulations* or *Subsequent Development Approvals* that do not directly conflict with the Project, Site or Development Plan authorized under this Agreement. The granting of one such change or request shall not obligate the City to grant other similar changes or requests. As used herein, “*Subsequent Development Approvals*” include, without limitation, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other non-discretionary permits or approvals necessary, convenient or appropriate for the Project. As used herein, “*Subsequent Land Use Regulations*” means ordinances, resolutions and codes adopted or approved by the City after the Effective Date of this Agreement governing the development and use of the land, including general plan amendments, zone changes, variances or conditional use permits affecting the permitted use of the land including density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions of reservation or Dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property.

n. Conflicting Federal or State Rules. In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, *this Agreement shall remain in full force and effect as to those provisions not affected*; and

(i) Notice of Conflict. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(ii) Modification Conferences. The parties shall, within thirty (30) days of the notice referenced to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

(iii) City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or

state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review in accordance with California law.

(iv) City Cooperation. The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated by the City. As required by this Agreement, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

Effective Date. "Effective Date" means the date on which all of the following are true: (i) thirty (30) days have elapsed since the second reading of the Ordinance adopting and approving this Development Agreement and (ii) all Exhibits to this Agreement are finalized, executed and notarized by all affected parties (if applicable) and attached hereto; provided, however, that if these conditions have not been fully satisfied by the Owner the Effective Date may not thereafter occur and this Agreement may not thereafter become effective.

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

CITY OF PORTERVILLE

**OWNER
Haven #7 LLC**

Adrian Monte Reyes, Mayor

Name: Hussain Rayani

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Attorney for Owner

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING A DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF PORTERVILLE AND HAVEN #7 LLC RELATING TO THE DEVELOPMENT OF
A RETAIL CANNABIS DISPENSARY

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California State Legislature adopted Government Code Sections 65864 et seq. (the "Development Agreement Statute") which authorizes cities to enter in agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property;

WHEREAS, in accordance with the Development Agreement Statute, the City of Porterville has enacted regulations to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute;

WHEREAS, in accordance with Chapter 15, Article VII of the Porterville Municipal Code, the City of Porterville awarded, via a Request for Proposals process, an opportunity to HAVEN #7 LLC to negotiate a Development Agreement and apply for a Cannabis Business regulatory permit for the establishment of a Retail Cannabis Dispensary;

WHEREAS, Pursuant to Chapter 15, Article VII, Section 15-87, subsection C. of the Porterville Municipal Code, no approval for a cannabis business regulatory permit may be granted unless the City Council, prior to or concurrently with such approval, also approves a Development Agreement, setting forth the terms and conditions under which the commercial cannabis activity will operate in addition to the requirements of Article VII of Chapter 15, all other local ordinances and regulations, state law and such other requirements promulgated by the City in order to protect and promote the public health, safety and welfare.

WHEREAS, the City and Haven #7 LLC have duly met, negotiated, and agreed upon the terms and conditions for said operation of the commercial cannabis business, to be operated at 1 West Morton Avenue, Porterville, California;

WHEREAS, the Development Agreement will assure the City and its residents and the Developer that the Development will proceed as proposed and that the public improvements and other amenities and funding obligations, will be accomplished as proposed; and

WHEREAS, pursuant to Section 65867 of the California Government Code, and the City's Development Agreement regulations, the City Council on July 6, 2021, held a duly noticed public hearing concerning whether to adopt the Development Agreement, during which public hearing, the Council received any comments from the Developer, City staff, and members of the public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE HEREBY ORDAINS as follows:

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement attached hereto as Exhibit A, subject to the provisions of Section 5 hereof.

SECTION 2. This Ordinance is adopted under the authority of California Government Code Section 65854 et seq., and pursuant to the City's Development Agreement regulations.

SECTION 3. In accordance with the City's Development Agreement regulations, the City Council hereby finds and determines, as follows:

(a) The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, in that it establishes certain development rights, obligations and conditions for the implementation of the subject property;

(b) The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the general plan designations which will apply to the subject property;

(c) The Development Agreement is in conformity with public convenience, general welfare and good land use practice;

(d) The Development Agreement will not be detrimental to the public health, safety and general welfare; and

(e) The Development Agreement will not adversely affect the order development of property or preservation of property values.

SECTION 4. The foregoing findings and determinations are based upon the following:

(a) The Recitals set forth in this Ordinance, which are deemed true and correct;

(b) The City's General Plan, and any applicable amendments thereto.

(c) All City staff reports (and all other public reports and documents) prepared for the City Council, related to the Development Agreement, and other actions relating to the subject property;

(d) All documentary and oral evidence received at the public hearing or submitted to the City during the comment period relating to the Development Agreement, and other actions relating to the subject property; and

(e) All other matters of common knowledge to the City Council, including but not limited to the City's fiscal and financial status, City general ordinances, policies and regulations.

SECTION 5. The City Council hereby approves the Development Agreement, attached hereto as Exhibit A, subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney prior to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, as approved by the City Council.

SECTION 6. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA Guidelines section 15303 [conversion of an existing structure from one use to another in conjunction with minor changes to the facility]. The City Manager is

hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 7. Upon the effective date of this Ordinance as provided in Section 11 hereof, the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City of Porterville.

SECTION 8. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Agreement.

SECTION 9. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 10. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent.

SECTION 11. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage and adoption. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

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

By: _____
Adrian Monte Reyes, Mayor

ATTEST: _____
John D. Lollis, City Clerk

CITY OF PORTERVILLE INDEMNIFICATION AGREEMENT CANNABIS BUSINESS DEVELOPMENT AGREEMENT AND OPERATING PERMIT

Pursuant to Ordinance Nos. 1853 and 1854, and including Porterville Municipal Code Section 15-87(T), to the fullest extent permitted by local, state, and/or federal law, the Owner(s) as specified in the Development Agreement between the City of Porterville and Owner(s) hereby agrees to hold harmless, indemnify and defend the City of Porterville, its officers, employees, agents, volunteers, and attorneys (hereinafter "City Indemnitees"):

1. From any claims, actions, proceedings, liabilities, or losses (hereinafter collectively referred to as "Claims") brought against the City Indemnitees:
 - a. To attack, set aside, void or annul any action or decision by City Staff, City Council or any other City Indemnitee related to the Project or Property.
 - b. To attack, set aside, void or annual any action taken to provide related environmental clearance under the California Environmental Quality Act (CEQA) by City Indemnitees.

The indemnification includes but is not limited to damages, fees, and/or costs awarded against the City, if any, and costs of suit, reasonable attorney's fees, and other costs, liabilities, expenses incurred in connections with such claims or proceedings whether incurred by the Owner(s), the City, and/or the parties initiating or bringing such Claim or proceeding.

2. From any Claims and liabilities related to the Commercial Cannabis Permit, the Permittee's commercial cannabis activities, any action taken by the Permittee, and/or arising out of the Owner's (or Owners') obligations under the Development Agreement executed between the City and Owner(s).

To the fullest extent permitted by law, Owner(s) agrees to hold harmless, indemnify, and defend the City Indemnitees from and against ANY and ALL Claims as set forth in Sections 1 and 2 above, regardless of any fault of City Indemnitees. If, due to the particular Claim, complete indemnification is not permitted by law, Owner(s) agree to hold harmless, indemnify and defend the City Indemnitees from and against all Claims, EXCEPT for such loss or damage arising from the sole negligence or willful misconduct of the City.

In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from the conditions are set forth above, Owner(s) shall provide a defense to the City Indemnitees, or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such Claims.

The indemnification and any defense obligations to the City, as set forth herein, shall continue and extend beyond the term of the Agreement and/or Permit, and shall remain in full force and effect

through all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

OWNER(S)

Print Name

Date

Owner Signature

Print Name

Date

Owner Signature

Approved as to form:

Owner's Attorney

CITY OF PORTERVILLE

Adrian Monte Reyes, Mayor

Date

COMMERCIAL CANNABIS BUSINESS OPERATORS PERMIT APPLICATION

PROPERTY OWNER'S STATEMENT OF CONSENT

If the applicant is not the owner of record of the subject site, the following Statement of Consent must be completed by the owner or the owner's authorized representative, granting the applicant permission to apply for a cannabis business operator permit.

I, the undersigned legal owner of record, hereby grant permission to:

Applicant: Haven #7 LLC dba Haven Phone: (562) 502-7778

Mailing Address: 9180 Irvine Center Drive, Irvine, California 92618

To operate a commercial cannabis business on the property described below. I agree to abide by and conform to the conditions of the permit and all provisions of the Porterville Municipal Code pertaining to the establishment and operation of the commercial cannabis business. I acknowledge that the approval of the Commercial Cannabis Business Permit shall, in no way, permit any activity contrary to the Porterville Municipal Code, or any activity which is in violation of any applicable law. I further understand that I am responsible for, and also subject to, enforcement actions regarding any violations and/or nuisance activity which may occur at this property if leasing the property to the applicant.

The subject property is located at: 1 West Morton Avenue, Porterville, California 93257

Assessor's Parcel Number: 253-201-002

Printed Name of Owner of Record: Letsinger 1995 Trust

Address of Owner of Record: 1441 West Cheryl Court, Porterville, California 93257

Phone: (559) 783-4155 Email address: 1rickconway@gmail.com

Signature of Owner of Record: Richard E. Conway Date: Feb 25, 2020

Attach:

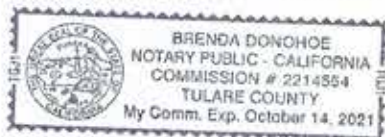
- ☒ Proof of possession of the premises and approval of use (deed, lease, lease assignment, agreement showing willingness to sell property if applicant obtains permit)

Notary Use Only:

State of California
County of Tulare

On this, the 25th day of February, 2020, before me a notary public, the undersigned officer, personally appeared Richard E. Conway, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

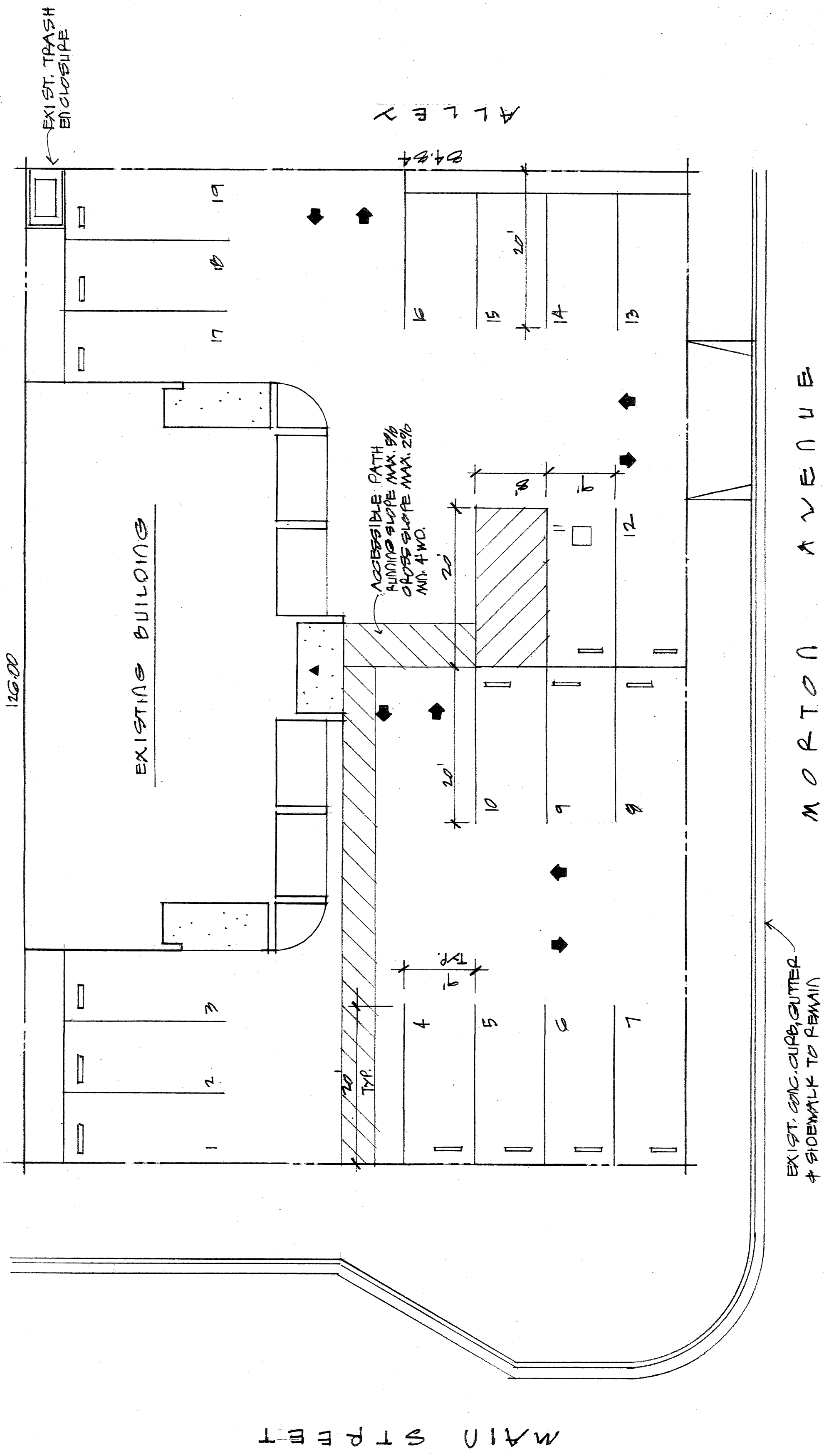
I witness hereof, I hereunto set my hand and official seal.



Brenda Donohoe
Notary Public

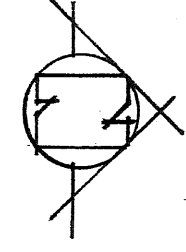
GARY WEAVER DRAFTING
1210 LOTS WAY
PORTERVILLE
784.4789
GWW

152326



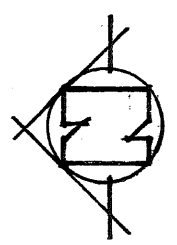
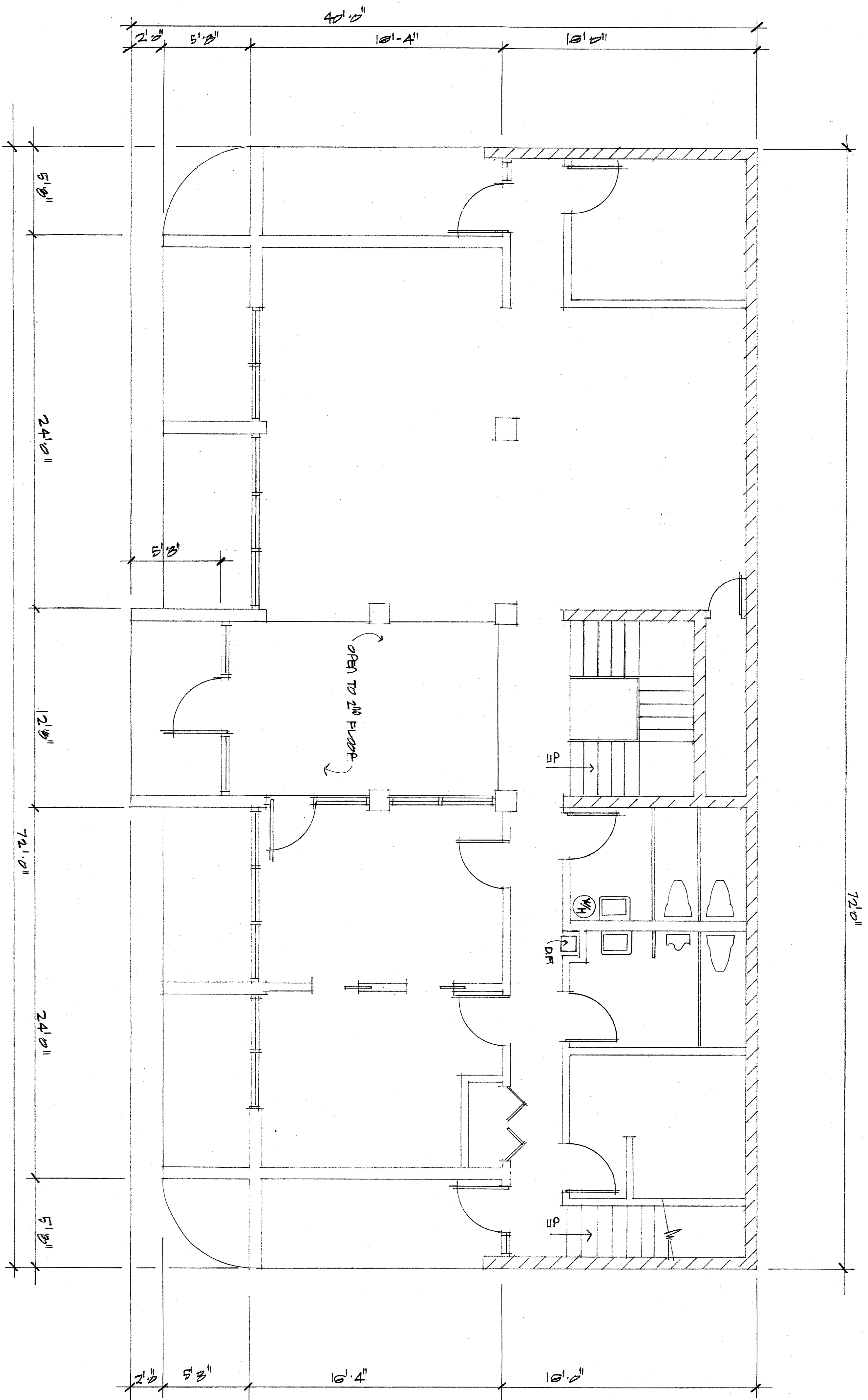
SITE PLAN 1/4" = 1'

TYPE OF CONSTRUCTION VB
OCCUPANCY TYPE M 1/30 SR GRSS
OCCUPANT LOAD 2100/30 = 72 OCCUPANTS



HAVEN
1 WEST MORTON AVENUE

T.I. PLANS FOR



EXISTING FIRST FLOOR PLAN 1/4"=1'-0"

FIRST FLR.	2168 SF
SECOND FLR.	1772 SF
TOTAL	3940 SF

T.I. PLANS FOR:

HAYEN

GARY WEAVER DRAFTING

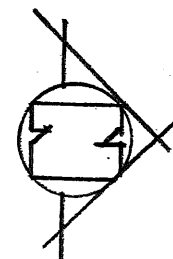
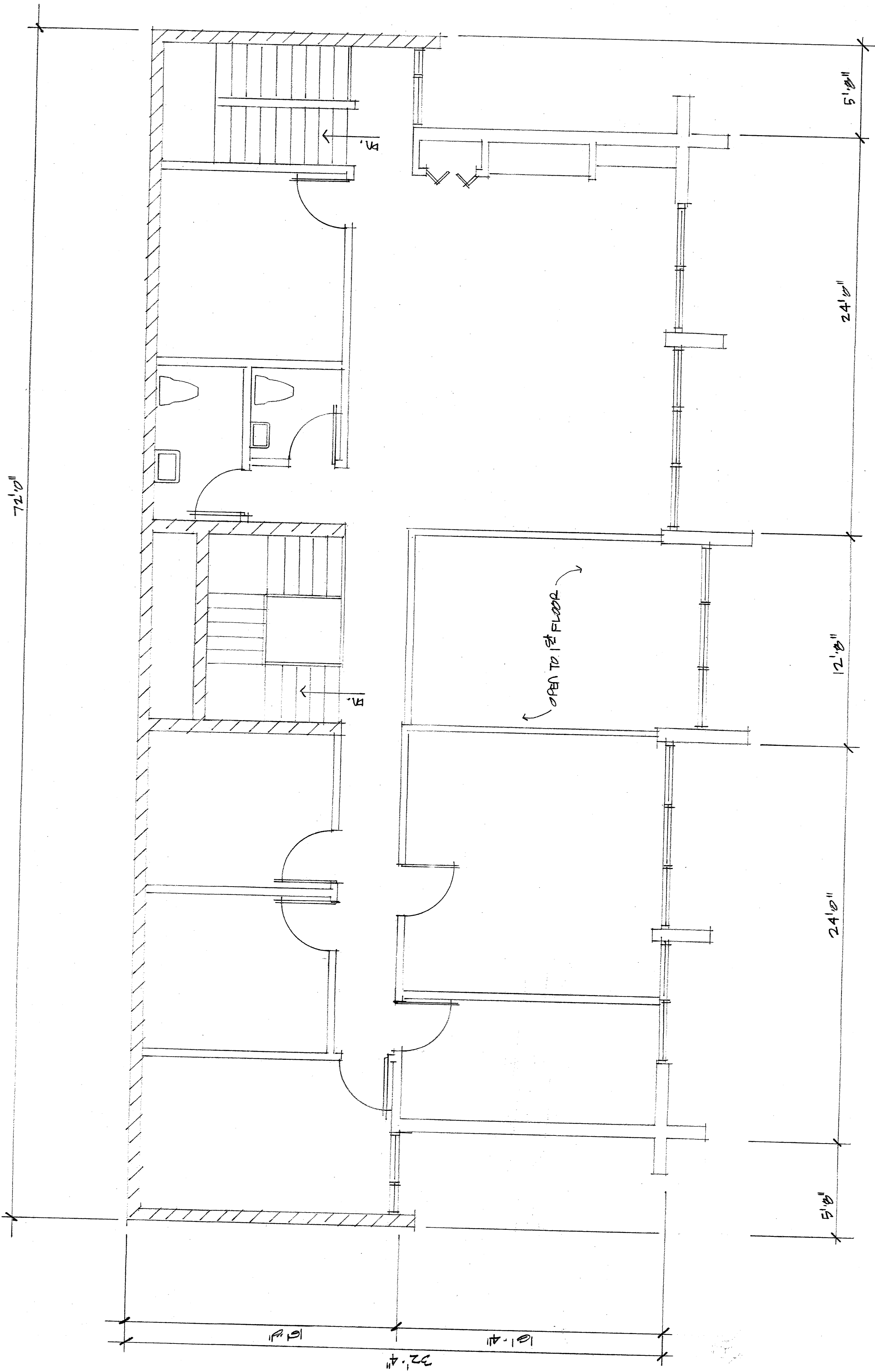
22321

T.P. PLANS FOR:

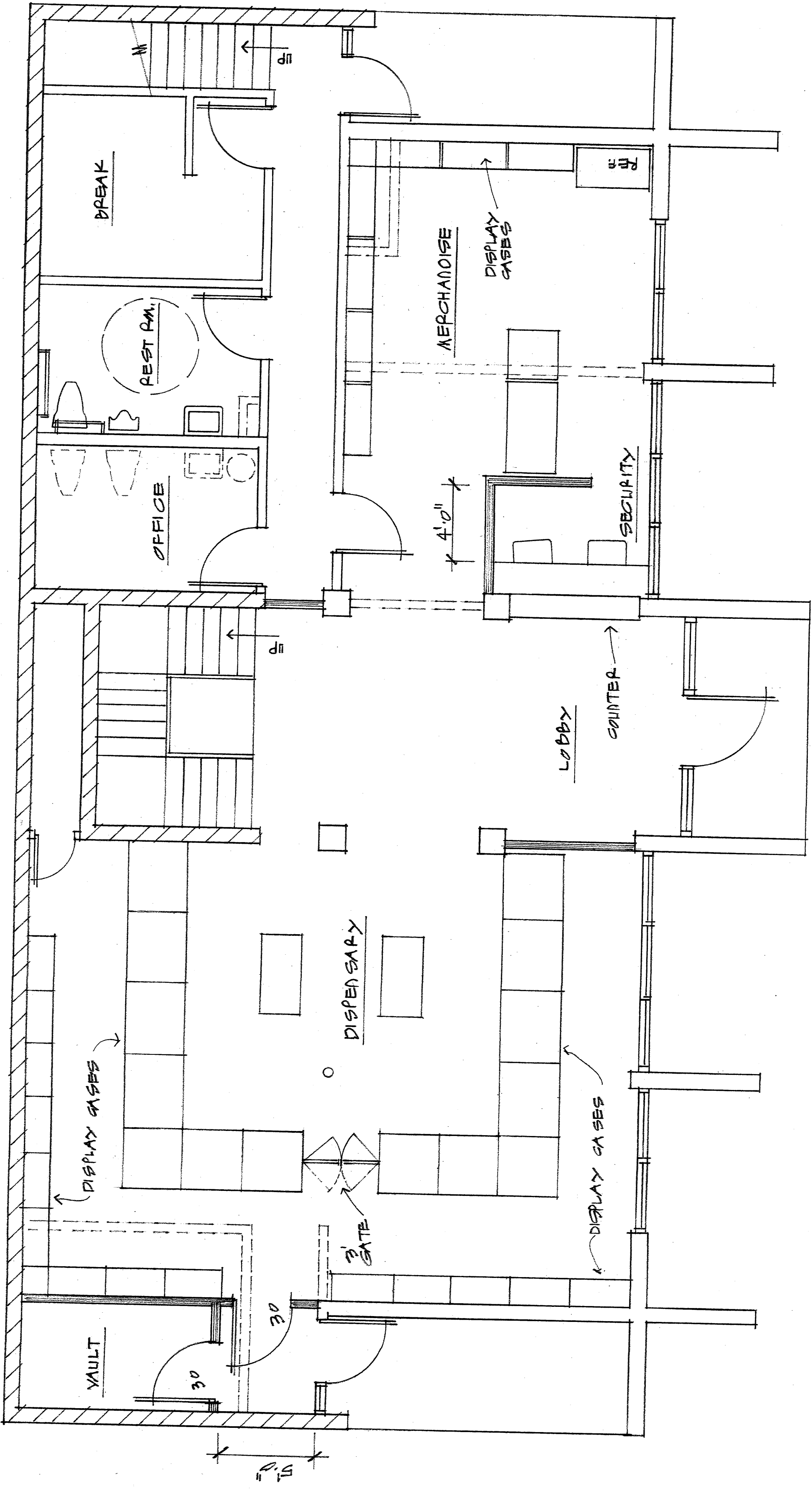
HAVEN

GARY WEAVER DRAFTING

32321



EXISTING SECOND FLOOR PLAN 14'-10" 1772 S.F.
(TO REMAIN)



PROPOSED FLOOR PLAN 14'-11 1/2"

LEGEND

- EXIST. WALLS TO REMAIN
- EXIST. WALLS TO BE REMOVED
- NEW 2X WALLS FINISHD W/DRPD. TO MATCH



Terry Blevins
President/CEO
Valian Group LLC
Armaplex Security
6060 Center Drive, 10th Floor
Los Angeles, CA 90045

February 16, 2020

To City of Porterville:
Security Consultant/Liaison

I prepared the attached security plan for Haven #7, LLC Cannabis Business which has designated me as the primary security consultant/representative/liaison to the City of Porterville. I will be available to meet with the City Manager, the Porterville Police Department, or their designees, regarding any security related measures or operational issues. I have over 30 years of experience in Law Enforcement and Security and am considered an Industrial Site Security Subject Matter Expert by the U.S. Department of State. With a master's degree in Security Management and extensive training in conducting threat and risk assessments from both private industry as well as the Federal Government, I am considered a qualified physical security expert. I am a licensed PPO in the State of California, PPO 120159. I have also developed numerous cannabis business security plans that are then submitted with cannabis business license applications. Having analyzed many cannabis businesses in California and other states, I've seen what works and doesn't work, including industry better and next practices and have drawn from those to develop the security strategy for Haven.

I will continue to advise Haven on a long-term basis regarding their security operations and help to ensure ongoing compliance with City of Porterville and California State requirements regarding cannabis security and related issues. This security plan will not only be used as part of the qualifying documents for license application submission but will serve as the overall policy guideline that directs the development and implementation of an ongoing security operations plan for Haven.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry Blevins', is written over a light gray horizontal line.

Terry Blevins

Quality of the Security Plan

Haven #7, LLC (herein referred to as Haven) is applying to operate a Retail cannabis business in the City of Porterville, California. This business will be located at 1 West Morton Ave, Porterville, CA (See Attachment A).

The City of Porterville has very specific security requirements for cannabis business and Haven intends to meet and exceed those requirements. This security plan outlines the Haven site security measures in order to be compliant with City and State regulations, as well as the overall Security Policies and Procedures for the operation of the business.

It is clear to this consultant based on the cannabis RFP, Cannabis Ordinance, City Council Meetings and due to the involvement of the Police Chief Eric Kroutil, and the Police Department in the cannabis licensing process, that the City of Porterville has placed a great deal of importance on the public safety implications of allowing cannabis businesses in the City. The operators of Haven understand the responsibility that they will be given if granted a permit for this business and are committed to partnering with the City Manager, and the Police Chief, to ensure that every possible measure will be taken to secure the facility, protect the employees, and to ensure public safety for the site and the surrounding area.

This security plan meets, or exceeds, all security requirements set forth by the City of Porterville Municipal Code and the State of California. The following documents were used in the preparation of this plan:

- » City of Porterville
 - » Chapter 15, Licenses and Business Regulations, Article VII, Cannabis Dispensaries
 - » Chapter 18, Offenses, Miscellaneous, Article I, 18-23 Alarms
- » State of California Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA)
- » Best practices and standards according to ASIS International Security Trade Organization
 - » Facilities Physical Security Measures Guideline GDL FPSM-2009
 - » Security Management Standard: Physical Asset Protection ANSI/ASIS PAP:1-2012

Site Assessment

Blevins conducted an assessment of the site and the area in order to determine what would be needed to properly secure the site and building that will be used to house the cannabis business. The site is located at 1 West Morton Ave, Porterville, California 93257. It is positioned on the southwest corner of West Morton Avenue and North Main Street.

The building is primarily masonry construction with a flat roof and is not adjacent to any other building that would provide easy access. The roof can be accessed easily from the ground with a short ladder or atop a vehicle and additional security measures will be needed in order to prevent access to the interior space by removing ducts or appliances. Security cameras with motion detection will be placed on the roof in order to detect intrusion attempts from these areas.

The overall construction and design of this space lends itself extremely well to being secured with standard measures, which will be implemented during buildout. There are no challenges to securing the site that would create a major issue for retrofitting or that would disqualify this site for the proposed use.

Primary pedestrian access to the retail storefront is on the north side of the building, off of Morton. See attachments B and C for additional images of the building and neighborhood.

From Porterville Municipal Code and RFP Security Measures Requirements and Corresponding Responses from this Plan

Describe Approach to Operational Security (Refer to “Approach to Operational Security” from page 7 of this Security Plan.)

General Security Policies (General Policies can be found throughout this Security Plan. “Additional Security Related Policies and Procedures” can be found on page 30.)

Employee-Specific Policies & Training (Refer to page 16 of this Security Plan.)

Transactional Security (Refer to “Transactional Security and Cash Transportation Plan” from page 10 of this Security Plan.)

Register Of Employees (Refer to “Register Of Employees and Contractors” from page 22 of this Security Plan.)

Visitor Security (Refer to “Visitor and Vendor Security” from page 21 of this Security Plan.)

Third Party Contractor Security (Refer to “Third Party Contractor Security” from page 23 of this Security Plan.)

Ingress/Egress Access (Refer to “Ingress/Egress Access Control” from page 19 of this Security Plan.)

Perimeter Security/Site hardening/Security Lighting (Refer to “Facility Physical Security” from page 18 of this Security Plan.)

Product Security (Refer to “Product Security” from page 11 of this Security Plan.)

Electronic Security Systems (Refer to “Electronic Security Systems” from page 25 of this Security Plan.)

Security Personnel (Refer to “Security Personnel/Guard Services” from page 23 of this Security Plan.)

Cannabis Product Tracking (Refer to “Cannabis Product Tracking” from page 12 of this Security Plan.)

Diversion Prevention (Refer to “Diversion Prevention” from page 12 of this Security Plan.)

Verification of Recommending Physicians Policy (Refer to “Verification of Recommending Physicians Policy” from page 14 of this Security Plan.)

Shipping/Receiving/Transport of Cannabis Product (Refer to “Shipping/Receiving/Transport of Cannabis Product” from page 15 of this Security Plan.)

Sample Written Policy (Refer to Attachment A from page 33 of this Security Plan.)

Delivery Security (N/A for this application)

Security Risks

This plan is based on the City of Porterville and the State of California Security Requirements, but also on the risks that the consultant has determined would be most probable as well as the most impactful. Blevins has obtained information from the leadership and operations personnel of Haven to determine the proposed uses of the space and the risks that those activities present. The City of Porterville presents a low risk regarding violent crimes that would affect the operations of a retail storefront in this area. Based on consultant experience with similar cannabis businesses, the most likely crimes to occur would be insider related such as employee theft of products or cash.

The Porterville Police Department is located at 350 N D St, Porterville, CA 93257, which is approximately 2 blocks from the Haven site. The proximity of the Porterville Police Department to this site, and the response times for emergency calls in the area, are low and present a risk mitigation for this location.

Security Mitigations

Recommendations have been made to the client and in the plan that will improve security and assist to mitigate gaps in the physical security that were detected during this inspection, and the client has agreed to make those improvements.

Haven’s security plan is based on the standard security industry better practices of “Concentric Circles of Protection” and “Checks and Balances Security.”

Concentric Circles of Protection practice requires that there be multiple layers of protection that a perpetrator would need to defeat in order to reach the protected assets. This gives responders time to react in order to thwart the attempt and prevent the loss.

Checks and Balances Security requires that no single individual be allowed unrestricted access to assets. This not only prevents insider theft but also avoids situations where that single individual is taken hostage and coerced to provide access to unauthorized person/s.

Approach to Operational Security

Operational security focuses on policies, processes, training, written and unwritten procedures and on personnel. Most security failures occur on the operational side thus specific protocols and accountability must be in place in order to diminish the likelihood of a failure in this area.

The management of Haven understands the importance of creating a security culture to assist in the overall success of the security program and will emphasize the importance of security to all employees. Managers will follow all security policies and procedures in order to set the example and promote this compliance culture. In a broad sense, every Haven employee should be considered part of the security program. Through a security awareness program, employees will be taught to understand the relationship between security and the organization’s success, learn their obligations under the security program, understand how various security measures support security program objectives, and become familiar with available resources to help with security concerns.

Threats, Risks and Appropriate Responses

The following scenarios have been considered during the preparation of this security plan:

Armed assault during business hours

- » Perpetrators will be contained in the “Secured Entry/ Reception” at the main entrance and not be allowed to continue further into the site.
- » Personnel will activate panic alarm and law enforcement will be notified.
- » Personnel further inside the limited access area will phone law enforcement directly what they can see visually or via security cameras, as long as they can safely do so.
- » If perpetrator does gain access to the retail showroom and requests cash from the cashier drawers, employees are instructed to relinquish all cash in the drawer without resistance. Cash in drawers will be kept to a minimum which will minimize the attractiveness for perpetrators.
- » The same is true for any cannabis samples that are on the floor. Large quantities of high value product will be kept inside the locked secure room and only released after a client has purchased that product and it has been packaged for exit.
- » Perpetrators would not gain access into the Secure Vault, office or other limited access areas as the door from the product browsing area into the limited access areas will always be locked and can only be opened with the use of an electronic access card. Personnel on the floor will possess access cards that will not gain access to the limited access areas in case the card is stolen, or the employee is taken hostage.
- » The manager will enter the limited access area immediately in order to avoid being taken hostage and forced to relinquish cards, passwords or keys.
- » Cash that is kept in the secure room will be kept inside a drop safe that has a time delayed opening. In case the perpetrators are able to access limited access areas, it is unlikely that they will stay for the time delay that is required to access this safe.

Insider theft during business hours

- » Employees will not be allowed to enter product or cash storage areas with baggy clothing or bags and will be inspected upon exit at the end of the day.
- » All cannabis product will be accounted for at the end of the day with the use of the Track and Trace system. If there is product missing, employees will

be asked to submit to a search, or a review will be performed of security camera footage prior to employees leaving the premises.

- » Product boxes and cartons that are emptied for the receipt of cannabis product, and all trash exiting the site, will be inspected by security guards and/or managers, prior to exiting the building.

After business hours insider threat

- » Maximum security is obtained with the use of a system of checks and balances. No one person will have access to product or cash without either electronic verification or by means of a second individual. For example: After hours no one besides company ownership will be able to cancel or deactivate an alarm by themselves. This can only be done by a company owner who is present, or who has access to the security camera coverage remotely and has verified that there has not been any malfeasance. This will prevent misconduct by an employee or manager who attempts to access the space alone at night.

After business hours threat to security officer or other personnel

- » If an employee or guard were taken hostage and used to access the space, they would only be able to access the common areas but not the space where the product and cash is located based on the previous policy requiring dual verification.

After hours burglary attempt

- » The site will be secured via lock and electronic access control and all points of entry will be alarmed with an audible alarm that will sound if an attempt is made via doors or windows.
- » The interior will also contain motion detectors and cameras that will detect any unauthorized entry into the space.
- » The secure vault will hold all product but will be difficult for perpetrators to access due to the construction. If perpetrators attempt to enter the space by forcing a door or, from the rear through the walls, or through the roof, the motion detection alarms on the roof and in the office will be activated, audible alarm will sound, the offsite monitoring center will be notified, and law enforcement will be summoned. Perpetrators would not have time to enter the building, enter the secure space and then defeat the secure room prior to the arrival of law enforcement.

Security Program Implementation

During the startup phase of the operation, there will be an implementation and testing period of the security systems and procedures. These steps and milestones will be followed:

1. Create physical security infrastructure during the buildout phase. This includes the installation of electronic security devices and systems.
2. Define operation and maintenance roles and responsibilities
3. Develop specific policies/procedures and deploy the security program
4. Provide appropriate training including the provision of operational and response procedures, training manuals, schedules, plans, training agendas, and trainee evaluations
5. Establish a process of systems installations, commissioning, testing, evaluating, acceptance, and rejection

Transactional Security and Cash Transportation Plan

Haven will minimize the number of cash transactions that take place on site by accepting electronic payment options. All customer transactions will be recorded via a POS system and the cash drawers will be reconciled at the end of every evening. The amount of cash kept on hand will be kept to a minimum in order to reduce the risk of theft or robbery. Each cash drawer will be limited in order to be able to make change for customers. When the amount of cash exceeds this limit, it will be counted by a manager and removed to be placed in a cash drop safe. The cash drop safe will be on a timer and cannot be opened until a previously scheduled pickup occurs at which time secure transport personnel will be present to remove the cash to a more secure location such as a bank or safety deposit box.

Haven will keep a bank account if allowed to do so, and all cash and other revenue will be deposited to this account. As an alternative, all cash will be deposited at a private vault facility.

Vendor cash payments will also be minimized as Haven will be conducting most of those exchanges electronically or by using checks. Most cash exchanges that do take place will be conducted at other locations such as banks and private safe deposit vaults and through licensed couriers. Any remaining cash exchanges that do take place at the site will be performed in accordance with strict cash handling procedures in order to reduce the exposure to theft.

Employees will be trained in the above procedures as well as being instructed in maintaining personal security discipline. If a robbery does occur, employees will be instructed to relinquish any cash or product at hand without resisting in order to avoid injury to themselves or others. Adherence to specific policies and procedures regarding the handling of cash is the most effective method of reducing the risk of theft and of decreasing risk to personal safety.

Armored Car

All cash will be removed from the site as often as is necessary in order to avoid an excessive accumulation that would present a risk. These removals will be by licensed secure transport personnel who will use armored vehicles to perform the transport.

Secure transport company will be notified by an on-site manager that the cash is ready for pickup and schedule a day and time. Cash pickups will be scheduled at random days and times. Prior to the arrival of the transport company, cash will be removed from the safe and prepared for pickup and placed back in the safe until transfer. The number of on-site personnel who are privy to this information will be kept to a minimum in order to maximize operational security.

- » Secure transport will arrive and will notify the on-site manager, and/or security, of their presence and a guard will be dispatched to the area to determine if there is any suspicious activity and to open the gated yard. External cameras will also be checked in order to determine if there is suspicious activity outside the building.
- » The on-site security guard will maintain surveillance of the area in order to report any threats prior to the transport guard exiting the building with the cash.
- » Cash will then be transported for bank deposit or to a concealed and more secure location.
- » This same procedure will also apply to any cash tax payments that are removed from the site.

Product Security

Product security will be maintained as a priority and all employees and contractors will strictly adhere to Haven policies and procedures or disciplinary/removal measures will be taken. In compliance with the Porterville Security Requirements, and the State of California, Haven will implement the below policies and procedures in order to secure all cannabis product and ensure that none is lost or diverted to individuals who are not authorized to possess it.

Product Access Protocols

Employees who handle cannabis product in order to transfer that product to customers will be required to check-in and take responsibility for the product they are handling. Checks and Balances Security requires that no single employee be allowed unrestricted access to secure cannabis product storage areas or high value assets. Managers will monitor and approve the access that employees have to areas where cannabis is stored.

At the end of each day product that is vulnerable to diversion or theft will be stored securely inside the secure storage. All high value product will be placed in the secure vault that is locked and designated as a high security, restricted access area. Security officers will not have access to this room when operations personnel are not on site as a checks and balances measure.

Cannabis Product Tracking

All cannabis material will be tracked via “chain of custody” protocols during transport, arrival at the site and through to final sale to customer or patient. The Haven responsibility for tracking, securing and releasing according to regulation only ends when the customer or patient has left the site with the product.

Diversion Prevention

In compliance with the City of Porterville Security Requirements, Haven will implement the below policies and procedures in order to secure all cannabis product and insure that none is lost or diverted to individuals who are not authorized to possess it or person/s under the age of 21 and preventing the diversion of cannabis to other states.

- » Haven will implement the following measures as part of its dispensary operations:
- » Haven will limit customers to the daily allotment of cannabis they can acquire as allowed by law.
- » All Haven personnel will receive training to detect suspicious behavior that might indicate diversion. Purchases of large quantities, frequent visits, use of a “shopping list” or the presence of friends are all indicators of diversion.
- » All staff will strictly adhere to Haven policy stating that any patron who diverts cannabis will be prohibited from purchasing any products from Haven permanently.
- » Any cannabis product that is under the control of Haven personnel will be handled in accordance with specific policies and procedures in order to prevent theft or diversion. Each person handling the product

will be tracked by means of a chain-of-custody system that ensures no diversion or theft will occur.

- » An electronic age verification device will be purchased and retained on the premises to determine the age of any individual attempting to purchase cannabis goods.
- » Haven or its employees will be physically present in the retail area at all times when there are individuals who are not employees in the retail area.
- » Only one exterior entry, as identified in the business premises diagram, will be used for patron access. All other doors will be equipped on the inside with an automatic locking device and will be kept closed at all times, other than to permit access for deliveries and trash removal.
- » During business hours, a minimum quantity of cannabis products will be maintained in the retail showroom area in locked cabinets and containers and only removed for short periods of time by sales personnel in order to show customers and to complete a sales transaction.
- » Excess cannabis products not needed for display will be stored inside of a vault room which will be inside of a secure limited access area. Only managers will have access to the secure vault.
- » After hours, all cannabis products will be stored in accordance with the requirements of the State of California and the City.
- » All product display cases will be intrusion resistant (e.g. polycarbonate or protected by intrusion resistant film), locked, accessible only by a manager, and only opened outside of the facility business hours.
- » Haven will ensure that all cannabis product, displays, menus or marketing materials depicting cannabis are not visible to persons outside the premises.
- » The dispensing room will incorporate a fixed camera focused on each point of sale in order to prevent the illegal transfer of product by employees to customers.
- » Haven will restrict the number of customers in the dispensing room in order to ensure that all customers can effectively be monitored.
- » The Haven dispensing room will maintain only that amount of product and currency that is necessary for business operations as suggested by the average daily sales reflected during the previous 30 days of business operations. Excess amounts of product and currency must remain in the product vault(s) and/or safe(s) in areas limited to management.

Verification of Recommending Physicians Policy

Haven will prevent the sale of cannabis to medical patients who are not authorized to purchase by verifying the status of recommending physicians. Haven will retain copies of all written recommendations from recommending physicians when applicable.

Track and Trace/Inventory/Record Keeping

A Track and Trace system and/or other platforms as approved by the City Manager and the State of California will be implemented and strictly followed in order to maintain records of all cannabis product movement and make those records available for audit.

Haven Inventory Tracking and record keeping system will ensure that:

1. Haven will register/record any incoming cannabis material, which includes entering the ID numbers into the tracking system software.
2. Haven will record each cannabis sale or transfer transaction.
3. All products will be tracked via chain of custody and standard inventory control protocols through the tracking system software from receipt to shipment and in accordance with requirements set forth by the City of Porterville.
4. Any cannabis product that is considered waste during the process will be recorded and entered into the tracking software, along with a daily disposition of how these were disposed of, if any.

The process of destroying cannabis waste:

1. Rendered unusable by grinding and combining with other materials as required by regulations.
2. Picked up by an authorized Hemp/Cannabis recycler, or as allowed by statute.

Employee Theft Reduction Measures

All employees will leave bags and baggy clothing in lockers as they are entering the retail area to begin their shift. Upon exiting the building employees will not be allowed to remove any packages or other objects that would allow the concealment of cannabis product unless they consent to an inspection of those items. Audits and inventories will be conducted as often as is possible in order to determine if product is missing and an investigation needs to be conducted.

Shipping/Receiving/Transport of Cannabis Product Product Receiving

The Haven shipping and receiving process will follow strict policies and procedures in order to prevent cannabis product diversion and to ensure full compliance with all Track and Trace regulations. Every measure will be taken to ensure the security of the assets as well as the safety of all personnel.

Product receiving will occur on a regular basis in order to ensure that a sufficient supply of product is on hand for sale and in smaller amounts to reduce risk during transfer. The movement of large amounts of high value product at one time can create an excessive risk of loss during transfer.

Receipt of shipments are scheduled at random times and hours in order to avoid predictability that can elevate the risk of theft. Product transport/transfer will be completed during the times of 6 am to 6 pm, or during hours of light, to ensure maximum visibility and threat detection. When shipments are scheduled, this information will only be provided to individuals who occupy a “need to know” position in order to avoid risk of theft.

At the time of shipment arrival (receiving):

- » Transport vehicles will notify Haven security personnel in advance of their arrival.
- » Site security personnel will scan cameras and area for any potential threat.
- » A guard will be dispatched to the area, or will use the license plate camera, to confirm the identity of the transport vehicle. External cameras will also be checked in order to determine if there is suspicious activity outside the building.
- » Transportation team members and vehicle will be logged by Haven security personnel upon each arrival by using the manifest that is provided by transport personnel.
- » Haven security personnel will remain present in order to escort the movement of product into the proper receiving area in the interior of the building. Vendors will not be allowed to wander unescorted about the premises.
- » The transport vehicle will not be left unlocked or unattended during the transfer in order to avoid theft at these times.
- » Security personnel or manager will verify that the shipment paperwork, amounts and manifest are in order prior to allowing transporters to leave the site.
- » If a threat is presented at any time during transfer, security personnel will immediately close and lock the receiving door of the building.

Product Transportation Security

Haven will not be transporting its own cannabis product but instead shipments will be conducted through the use of a licensed, insured and state authorized transport company.

If Haven contracts with a transportation company, that company will comply with any and all regulations and requirements as set forth by the City of Porterville or State of California, as well as any and all Track and Trace protocols and will operate within the full scope of the requirements set forth by the City of Porterville.

Employee-Specific Policies & Training

Haven will implement and train employees on a detailed Operations and Security Policy and Procedure Manual and all will be required to sign acknowledging receipt and understanding of this manual. The manual will detail general policies to be followed by all employees but will also have additional measures assigned to specific personnel and roles at the business. New employees will be trained on compliance and security and continuing employees will receive periodic training to reinforce existing policies and to support the implementation of changes and improvements to company operations and security.

Security Officer Training

Security officers will also receive regular training updates regarding specific skills needed for their particular roles. Employees will receive Security/Safety Awareness Training:

1. Crime and Loss Prevention in the cannabis industry
 - a. Retail Storefront Rules and Operating Procedures
2. Incident Observation and Reporting Techniques
3. Surveillance detection (pre-attack/robbery prevention)
4. Disaster Preparedness and Evacuation Procedures
5. Safety Hazards
6. Emergency Equipment Placement
7. Fire Prevention Skills
8. Personal Protective Equipment
9. Employer Orientation and Policies
10. Substance Abuse
11. Use of communication devices (e.g., telephones, pagers, radios, computers)
12. Workplace Violence
13. Conflict Resolution Awareness
14. Dealing with intoxicated individuals
15. Parking Lot Security

16. Cannabis Track and Trace

17. Procedures for First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillators (AEDs)

Facility Physical Security

According to security industry better practices, these are the elements that are essential to a comprehensive facility physical security program:

1. Building design that lends itself to being secured
2. Site hardening with the use of physical barriers
3. Physical entry and access control
4. Security lighting
5. Intrusion detection
6. Video surveillance
7. Electronic and network controls
8. Personnel
9. Administrative procedures

Security Lighting

Haven site outdoor security lighting will be designed to augment other security measures such as physical barriers, intrusion detection systems, video surveillance, and security personnel activities. These lights will be regularly inspected and properly maintained. Some lights will have emergency power backup capabilities.

The security lighting will provide several advantages such as:

- » Employee peace of mind when using the site after dark;
- » Possible deterrence of adversaries and suspicious activities;
- » Improved surveillance and security response;
- » Reduced liability;
- » Witness potential;
- » Enhanced observation; and
- » Allow officers to respond visually to alarms at night
- » Site Hardening/Perimeter Security
- » All high security areas, buildings and structures that contain cannabis product, will be designed and constructed according to security industry standards with increased security for all openings. They will incorporate the following elements:
- » Commercial grade: doors, frames, hinges, and locks.
- » All glass windows will be reinforced with bullet resistant security film.

- » During construction, other openings including shafts, vents, ducts, or fans; utility tunnels; channels for heat, gas, water, electric power, and telephone; sewers and other drains shall be reinforced. Where such openings exceed 96 square inches, openings should be fortified with steel bars or grills, wire mesh, expanded metal, and fencing. This will be done in a manner that does not negatively impact the exterior appearance of the building. Consideration will also be given to other objects that might be passed through an opening (contraband, weapons, etc.).

The electronic access control system will be supported by a battery backup system ensuring continued operability of the system for no less than 24 hours.

Ingress/Egress Access Control

A comprehensive access control program is an important part of any effective commercial cannabis operation.

All customers, patients and visitors will enter the site through the main door via the Secured Entry/Reception in order to access the retail showroom. Customers will be required to present a valid ID and will be logged into the store via an electronic system that checks their date of birth and their cannabis purchase limits. Medical patients will be required to present a valid California Medical card, as well as a valid ID. Customers and patients will only be allowed into the retail showroom once they have been verified and security has verified that they are not carrying any weapons or acting in a threatening or suspicious manner. Security may ask entrants to remove helmets, head gear or oversized glasses that restrict the capture of their face on security cameras. Highly intoxicated individuals will not be allowed to enter the retail showroom area. Customers and patients must also exit via the Secured Entry/Reception.

Customers will not be allowed beyond the showroom into limited access areas.

All non-retail areas of the site will be designated as limited-access areas. Access beyond the retail area, and entry to all limited-access areas will have electronic access control requiring unique identity verification that records the movements of employees and contractors. Haven will only permit authorized individuals to enter the limited-access areas of the premises. When employees are terminated, all issued keys/fobs/cards will be accounted for. If a fob/card is missing, it will be immediately deleted from the access control system. Non-managerial employees will not be permitted to take electronic access cards off premises.

Employees and contractors will not be allowed to enter areas where product and/or cash are kept with bags, baggy clothing or packages. Employees and contractors will not be allowed to leave the site with packages without having those inspected by security or by a manager.

“Compartmentalization” means that access to different areas on the site will be compartmentalized and employee access credentials will be determined according to “need for access.” Employee access credentials will be programmed according to this principle. Not all employees will be allowed into restricted access areas, including security personnel. This not only prevents insider theft but also avoids situations where that single individual is taken hostage and coerced to provide access to unauthorized person/s. To accomplish this the following will be set in place:

- » Dual authentication, swipe card and pin number or two (2) person rules for limited access areas and vaults with high value product.
- » Area restriction based upon an individual employees’ security level; entry will be limited to their specific area of assignment and based upon the time of day, and security operations protocol.

The following rules will be enforced regarding the use of key cards/badges:

- » All employees or other persons acting for Haven will clearly display a laminated or plastic-coated identification badge issued by Haven at all times while engaging in commercial cannabis activity and while on site.
- » Employees must challenge others who are not displaying a badge.
- » Sharing of access cards will be prohibited.
- » Tailgating or piggybacking is prohibited, each employee must swipe their own card.
- » Lost badges will require the filing of a security incident report and/or police report.
- » Credential tampering will not be tolerated.

It is important that access credentials be updated by managers on a constant basis in order to:

- » Prevent current employees from entering areas they are no longer allowed to access.
- » Update employee access according to changing schedules and roles.
- » Prevent former employees from having access to the site.

All rooms containing cannabis or currency will be equipped with an automatic closing/relocking device. An individual who enters the limited-access areas, not including the dispensary, shall be at least 21 years of age.

Event Logging

The Haven access control system will have event logging capabilities that record successful entries as well as unsuccessful attempts to access an area. This is important in the event a person is attempting to gain access to an area that restricted without proper clearance. These electronic logs will be maintained for at least 90 days.

Police Department and Government Official Access

Security officers and employees will be instructed that Porterville Police and other authorized government officials will have unfettered, 24/7 access to the premises without any delays. Haven recognizes that pursuant to the City of Porterville Municipal Code and Cannabis Rules and Regulations it shall be subject to inspection, investigation or audit by the City Manager, Chief of Police or designee, with no notice required, to determine compliance with this article. A manager capable of accessing all rooms will be on the premises during all operating hours in order to facilitate any inspection or inquiry.

Haven further recognizes that inspections, investigations, or audits may include, but are not limited to, employees or agents of other Porterville City Departments that have jurisdiction or authority over the licensed premises and activities, and to California State government officials as well.

Visitor and Vendor Security

Visitors and vendors will enter the site via the Secured Entry/Reception and be logged and follow these procedures:

- » Obtain authorization from a manager
- » Any person who is not an authorized individual for purposes of entering the limited-access areas will not be permitted to enter the limited-access area at any time for any reason.
- » An individual who is not employed by Haven, or an authorized contractor with Police Department issued permit, will be escorted by an employee of Haven at all times while within the limited-access area.
- » An individual who enters the limited-access areas, not including the dispensary, shall be at least 21 years of age.
- » All vendors will be logged with entry and exit times and other pertinent info.

- » All vendors, labor representatives, and visitors must be escorted at all times by Security or at least one employee of Haven when in limited-access areas, and instructed not to wander from the escort.
- » Photos are not allowed unless authorized by Haven management or duly authorized government officials.
- » Vendors can be issued long term vendor ID badges (not electronic access cards) but this does not allow unescorted access to restricted areas
- » Authorized visitors will exit the site as soon as their business is finished, and measures will be taken to prevent individuals from remaining on the premises if they are not engaging in an activity directly relating to the permitted operations of the enterprise.
- » Visitor badges will be dated so they cannot be used later

A security officer or trained employee should request access authorization for the visitor from a manager and specify the following:

- » Name of visitor, vendor, or labor representative
- » Date and time of the visit
- » The point of contact for the visitor, company name, etc.
- » The purpose of the visit
- » Name of person who will be escorting the visitor during their visit

Register Of Employees and Contractors

Every employee or independent contractor working at the Haven operation or involved in transportation/delivery related services for the business shall obtain an employee permit from the Porterville Police Department prior to commencing work. Haven will maintain a current register of the names of persons required to have employee permits. The register will be available to the Police Chief at all times immediately upon request. All agents, officers, or other persons acting for or employed by a licensee shall display a laminated identification badge issued by the licensee. The identification badge shall, at a minimum, include the licensee's "doing business as" name and license number, the employee's first and last name, and a color photograph of the employee that shows the full front of the employee's face and that is at least 2 inches by 2 inches in size.

Third Party Contractor Security

The following procedures will be followed regarding third party contractors who return regularly to provide a product or service to Haven:

- » Third party contractors must be authorized by management to be classified as such in order to enter the premises and must have a specific purpose for the visit.
- » Contractors must also receive an employee permit from the Porterville Police Department.
- » All contractors will be logged with entry and exit times and other pertinent info.

Security Personnel/Guard Services

Security services will meet or exceed the City of Porterville and the State of California requirements regarding the posting of on-site security personnel at cannabis businesses. As per the Porterville Cannabis Ordinance, security guards shall not possess firearms unless this has been approved by the Porterville City Manager. The security personnel will meet requirements put forth by the California Department of Consumer Affairs, Bureau of Security and Investigative Services (BSIS) and approved by officials of the Porterville Police Department.

When the business is open, at least one security guard will be on duty and will always be posted at the front entrance in order to assist with checking IDs and ensure that only individuals who are authorized by law to be inside a cannabis business are given access. As site traffic increases, there may be a need for a second security guard who will perform the following duties:

- » Serve as rover
- » Perform building and perimeter checks, respond to incidents
- » Assist during receiving hours in order to accept and process the transport/transfer of product. Security guard will remain on site until the last employee or manager has left after closing.

1. All personnel assigned to security detail at site will be able to show proof of:
 - a. Current state guard card (or PC 832 card if applicable)
 - b. Current first aid/CPR certification
2. The contract security manager will be able to show the following when requested:
 - a. The contract between Haven and the licensed security company.

- b. DOJ and FBI Live Scan clearance at time of hire for security guards
- c. All training records
- d. Security schedule and roster

Security officer additional duties and responsibilities:

- » Screening employees and visitors in the reception area
- » Controlling access to the facility at all access points
- » Monitoring security and life safety equipment
- » Monitoring both patron and employee conduct on the premises and within the parking areas under Haven control to assure behavior does not adversely affect or detract from the quality of life for adjoining residents, property owners, and businesses. All concerns or issues will be documented and brought to Haven management in a timely manner.
- » Actively discouraging illegal, criminal, or nuisance activity at any parking areas which have been made available or are commonly utilized for patron or employee parking.
- » Ensuring that no loitering is permitted on or around the premises or the area under control of Haven. No person should be on the premises unless they have a business purpose to do so.
- » Ensuring no consumption of cannabis products occurs on the business premises, the parking-lot, and the public areas directly adjacent to the business premises
- » Ensuring the property and all associated parking, including the adjacent area under the control of Haven and any sidewalk or alley, is maintained in an attractive condition and kept free of obstruction, trash, litter, and debris at all times. All discovered issues will be reported to Haven in a timely manner
- » Responding to, and documenting, security incidents
- » Escorting visitors
- » Assisting with parking issues
- » Checking the condition of security devices and measures (doors, locks, alarms, video surveillance cameras, lighting, etc.)
- » Conducting surveillance detection (being aware if perpetrators may be watching the site in order to plan an intrusion)
- » Notifying Porterville Police Department in case of an emergency or incident

Electronic Security Systems

Video Camera Surveillance

Haven digital security camera and monitoring system will be an important part of maintaining security at the site as well as compliance with the City of Porterville, and State of California, security requirements. The system will meet, or exceed, California State minimum requirements. The installation of security technology will be done by a licensed California company according to best practices and standards. Haven will install and maintain a fully operational digital video surveillance and camera recording system. The surveillance-system storage device or the cameras will be capable of being accessed through the internet by authorized City of Porterville designees. Cameras will be low-light capable, but Haven will ensure that all areas recorded by the video surveillance system will have adequate lighting to allow the surveillance cameras to effectively record images. Cameras must be immobile and in a permanent location.

The IP based camera system will have the following features:

- » Be of adequate quality, color rendition and resolution to allow the ready identification of any individual committing a crime anywhere on or adjacent to the exterior of the property.
- » There will be 24-hour surveillance camera coverage, even inside the building.
- » A minimum of 90 consecutive days of archival footage will be maintained as required by the State of California.
- » The physical media or storage device on which surveillance recordings are stored will be secured in a manner to protect the recording from tampering or theft.
- » The recordings will clearly and accurately display the date and time (Time as measured in accordance with the United States National Institute Standards and Technology standards).
- » Access to camera views and footage will be restricted to authorized personnel only and will be made available remotely from any computer with internet access for authorized personnel.
- » A live feed of camera views will be available remotely on a secure, password based platform, and accessible by the Sheriff or his/her designee/s.
- » Historical footage will be made available for inspection by the Porterville Police Department upon request.
- » A sign will be posted in a conspicuous place near each monitored location on the interior or exterior of

the premises which will be not less than twelve (12) inches wide and twelve (12) inches long, composed of letters not less than one (1) inch in height, stating "All Activities Monitored by Video Camera" advising all persons entering the premises that a video surveillance and camera recording system is in operation at the facility and recording all activity.

- » The system will have the ability to print color images from video freeze frames and to copy video clips to portable storage media for investigative purposes.
- » Outdoor cameras will be designed for weather resistance.
- » Technical issues with any of the cameras or recording devices will be reported to managers and dealt with immediately.
- » The appropriate cameras will perform motion detection functions and will serve as an additional alarm system for intrusion detection.

Cameras will be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit on the business premises and allows for the clear and certain identification of any person and activities in all areas required to be filmed. The system shall monitor no less than:

- » The front of the property
- » All areas where cannabis goods are weighed, packed, stored, loaded and unloaded for transportation, prepared, destroyed or moved within the premises
- » Limited-access areas
- » Areas storing a surveillance-system storage device with at least one camera recording the access points to the secured surveillance recording area
- » All point-of-sale areas and areas where cannabis goods are displayed for sale. At each point of sale location, camera placement will allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.
- » Entrances and exits to the premises will be recorded from both indoor and outdoor vantage points
- » All areas where human traffic could occur (Excluding restrooms and locker/changing rooms) will be recorded on video continuously
- » In front of the secure room in order to record anyone attempting to gain access
- » In the secure room recording individuals accessing the interior of the room and recording individuals who are filling orders
- » Any key box or key control device

Intrusion Detection/Alarms

The entire building will be equipped with a centrally monitored fire and intrusion alarm system. Panic alarms will also be installed in the appropriate locations. Panic alarms will be tested on a regular basis to ensure that they are operating correctly, and that response is in keeping with security procedures. The intrusion detection system will be used in conjunction with barriers, entry control devices, video surveillance systems (video alarm system), and alarm communications systems to provide a comprehensive alarm assessment.

Video alarm assessment means that if an alarm is activated, on-site security personnel, offsite Haven management, and Porterville Police Department personnel, can check surveillance footage to ascertain if an incident requiring a response has occurred, or if there has been a false alarm activation. Haven security personnel and management will do everything possible to avoid false alarm activations which are understood to generate unnecessary use of the Porterville Police Department personnel and resources.

Features will include:

- » The system will be monitored by a UL approved 24/7 Central Monitoring Station, and overseen by Haven management via internet, analog or cellular communications, in the event anyone of the three should have a communications failure;
- » The systems main control panel will be in a secured room, accessible by management or the Security Team only;
- » For ease of access, the systems keypad for local alarm annunciation, building arming and disarming will be located at the front entrance;
- » All building perimeter entry doors will be provided with door contact switches which will activate immediately upon unauthorized or forced entry;
- » Main corridors will be provided with interior ceiling or wall mounted motion detectors, or cameras with motion detection, that will detect activity and send the appropriate alerts after the building has been secured.

Performance Measurement and Evaluation

The performance measurements of the Haven intrusion detection systems will be:

- » Its probability of intrusion detection
- » The correct assessment of an intrusion
- » The sensor device nuisance alarm rate
- » The system's vulnerability to defeat

When evaluating the long-term effectiveness of the intrusion detection system, the Haven management team and the security personnel should insure that the system and its ongoing maintenance:

- » Meets or exceeds Porterville security requirements
- » Meets the security needs of the facility
- » Operates in harmony with other systems
- » Does not interfere with business operations
- » Is cost-effective (i.e., that the value of benefits derived from the system is at least equal to the costs of the system).

Electronic Access Control

The Haven electronic access control system will use electronic locks, access cards/fobs, keypads (where appropriate) and be programmed according to the guidelines outlined previously in this plan.

Site Security Responsible Party

In addition to the designation of Blevins as the security consultant/liaison, Haven will designate a person as responsible party for the security on-site, on a day to day basis. They will also have the responsibility to train employees regarding security procedures and monitor their compliance with basic safety and security protocols. This person can be a lead security officer, or another Haven employee. They will ultimately have responsibility for overseeing security systems, policies, procedures, and other security personnel assigned to the site on all shifts as well as ensure compliance with government regulations. This individual will be designated as a security representative party to the City of Porterville and will be reasonably available to meet with the City officials or with Law Enforcement regarding any security related measures or and site inspections.

The designated person should understand the compliance requirements regarding cannabis security activities as well be knowledgeable in the issues that could arise such as the legal aspects of officer selection and screening, authority to detain or arrest, and use of force as it applies to the Haven enterprise.

The designee's responsibilities may include, but are not limited to the following:

- » Security Program Implementation
- » Overseeing the security company contract
- » Overseeing the electronic security systems management and maintenance
- » Development and enforcement of security policy and procedures

- » Haven employee Pre-employment screening
- » Crisis management
- » Investigation of security incidents
- » Employee security awareness
- » Law enforcement and governmental liaison
- » Information protection
- » Workplace violence prevention training
- » Termination support for Haven, HR/management
- » Conduct, or cause to be conducted, monthly security audits of the site
- » Reporting as required in the rule below

Reporting Responsibility

Haven agrees that it will notify the City Manager or his/her designee(s) within twenty-four (24) hours after discovering any of the following:

1. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager or his/her designee.
2. Diversion, theft, loss, or any criminal activity involving the Adult-Use Cannabis Business or any agent or employee of the Adult-Use Cannabis Business
3. The loss or unauthorized alteration of records related to the Adult-Use Cannabis Business.
4. Any other breach of security

Security Program Implementation

During the startup phase of the operation, there will be an implementation and testing period of the security systems and procedures. These steps and milestones will be followed:

5. Design and deploy the system
6. Provide appropriate training including the provision of operational and response procedures, training manuals, schedules, plans, training agendas, and trainee evaluations
7. Define operation and maintenance roles and responsibilities
8. Establish a process of systems installations, commissioning, testing, evaluating, acceptance, and rejection

Additional Security Related Policies and Procedures

- » Annual risk assessment and evaluation: provides a set procedures and a timeline for conducting an annual risk assessment and evaluation to evaluate the implementation of the security plan and its level

of compliance.

- » Ethics and employee conduct: outlines the acceptable conduct in the workplace and encourages employees to take pride in the company's ethical standards and to exhibit respect for other employees, customers, suppliers and partners. Additional requirement is that employees comply with applicable local laws and government regulations.
- » Photographing of employees & employee badge issuance: provides guidelines and procedure for the photographing of employees for identification badges as well as how to create and issue employee badges.
- » Employee use of drugs or alcohol: provides clear guidelines regarding the use of drugs and alcohol as it may affect their on duty performance.
- » Possession and carrying of firearms: provides a set of policies and procedures for the use/possessing firearms on the property.
- » First aid and medical emergencies: outlines response expectations and procedures in the event of a need for first aid or medical emergency.
- » Suspicious persons and activities: outlines what is suspicious activity along with when and how employees should report it to the appropriate person/s. The policy will require the inclusion of a "See something, Say something" presentation during New Hire Orientation and mandatory employee safety training every six months.
- » Internal Investigations: outlines who is responsible for conducting internal investigations into policy violations and/or criminal activity at the site and provides guidelines as to how the investigations should be conducted.
- » Proprietary information/Confidential Information Security: outlines what is proprietary and confidential information and provides a description of the types of disciplinary action the employee can expect to receive if the protected information is disclosed in violation of the policy. This policy will also direct employees how to handle and store confidential patient medical information in accordance with HIPAA Laws.
- » Information Security: provides a set of rules enacted by an organization to ensure that all users or networks of the IT structure within the organization's domain abide by the prescriptions regarding the security of data stored digitally within the boundaries the organization stretches its authority.

- » Emergency operating procedures for all personnel: provides guidelines and procedures to be used during different types of on-facility emergencies.
- » Bomb threat procedures for staff personnel: provides guidelines and procedures to be used by staff personnel in the event the facility receives a bomb threat.
- » Disaster response procedures for staff personnel: provides guidelines and procedures to be used by staff personnel in the event a disaster effecting the facility occurs.
- » Violence in the workplace: establishes a clear Zero Tolerance policy regarding violence or the threat of violence in the work place and how to deal with these situations.
- » Personal protection and safety for employees: outlines the required use of personal protection equipment (PPE) by employees, mandatory New Hire and annual employee safety training.



**ATTACHMENT A
SAMPLE POLICY****HAVEN #7, LLC
SECURITY POLICIES AND PROCEDURES**

Document Number	2020-001
Version Number	V1.0
Document Name	Cash Management Procedures
Staus	Draft
Date	27-FEB-20
Authorized by	J. Velazquez
Owned by	Security Operations
Policy applies to:	Haven #7, LLC

VERSION HISTORY

Version	Date	Author	Status
1.0	02/27/2020	T. Blevins	Document Creation

Cash Management Procedures

Transactional Security and Cash Transportation Plan

Overview/Policy Statement

It will be necessary for Haven employees and contractors to handle cash during the normal course of business. Manager and employees are responsible for adherence to company policy. Failure to do so may result in disciplinary action up to and including termination.

Objective

Haven is committed to protecting the safety and security of all persons accessing its facilities and premises. Haven also adheres to security practices designed to protect the interests of our customers, employees and investors.

Haven will minimize the risk to employees and to others when handling cash by following specific policies and procedures:

- » Haven will reduce the number of cash transactions that take place on site by accepting electronic payment options.
- » All customer transactions will be recorded via a POS system and the cash drawers will be reconciled at the end of every evening.
- » The amount of cash kept on hand will be kept to a minimum in order to reduce the risk of theft or robbery. Each cash drawer will be limited in order to be able to make change for customers.
- » When the amount of cash exceeds this limit, it will be counted by a manager and removed to be placed in a cash drop safe.
- » The cash drop safe will be on a timer and cannot be opened until a previously scheduled pickup occurs at which time secure transport personnel will be present to remove the cash to a more secure location such as a bank or safety deposit box.
- » Haven will keep a bank account if allowed to do so, and all cash and other revenue will be deposited to this account. As an alternative, all cash will be deposited at a private vault facility.
- » Vendor cash payments will also be minimized as Haven will be conducting most of those exchanges electronically or by using checks.
- » Most cash exchanges that do take place will be conducted at other locations such as banks and private safe deposit vaults and through licensed couriers.
- » Any remaining cash exchanges that do take place at the site will be performed in accordance with strict cash handling procedures in order to reduce the exposure to theft.

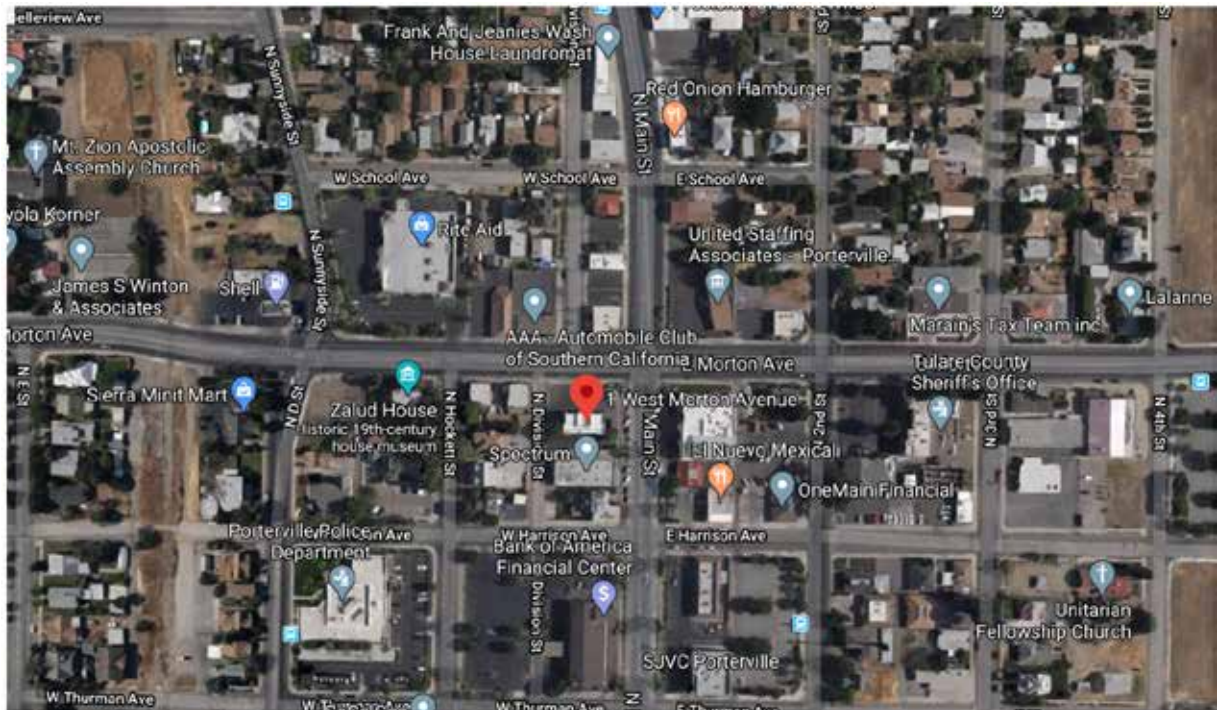
Employees will be trained in the above procedures as well as being instructed in maintaining personal security discipline. If a robbery does occur, employees will be instructed to relinquish any cash or product at hand without resisting in order to avoid injury to themselves or others. Adherence to specific policies and procedures regarding the handling of cash is the most effective method of reducing the risk of theft and of decreasing risk to personal safety.

Cash Transportaion/Armored Car

All cash will be removed from the site as often as is necessary in order to avoid an excessive accumulation that would present a risk. These removals will be by licensed secure transport personnel who will use armored vehicles to perform the transport.

- » Secure transport company will be notified by an on-site manager that the cash is ready for pickup and schedule a day and time. Cash pickups will be scheduled at random days and times. Prior to the arrival of the transport company, cash will be removed from the safe and prepared for pickup and placed back in the safe until transfer. The number of on-site personnel who are privy to this information will be kept to a minimum in order to maximize operational security.
- » Secure transport will arrive and will notify the on-site manager, and/or security, of their presence and a guard will be dispatched to the area to determine if there is any suspicious activity and to allow access for transport guards. External cameras will also be checked in order to determine if there is suspicious activity outside the building.
- » The on-site security guard will maintain surveillance of the area in order to report any threats prior to the transport guard exiting the building with the cash.
- » Cash will then be transported for bank deposit or to a concealed and more secure location.
- » This same procedure will also apply to any cash tax payments that are removed from the site.

ATTACHMENT B



ATTACHMENT C





Armaplex/SecurityBud

Daniel Hernandez

Feb 26, 2020

1 West Morton

1 W Morton Ave Porterville, CA, 93257

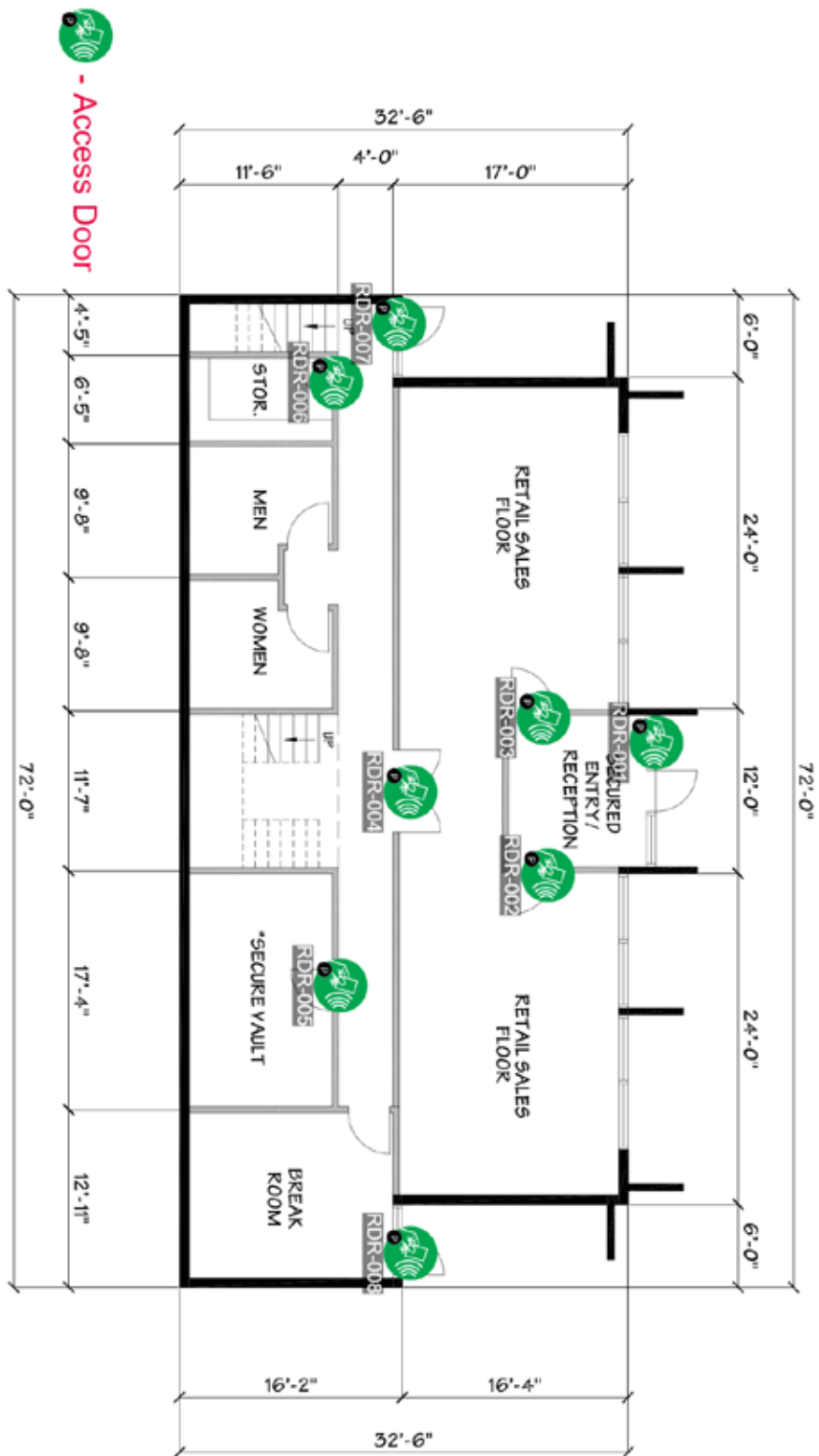
Included Surveys

1 West Morton - Access Control

1 West Morton - Intrusion

1 West Morton - Surveillance

1 West Morton - Access Control

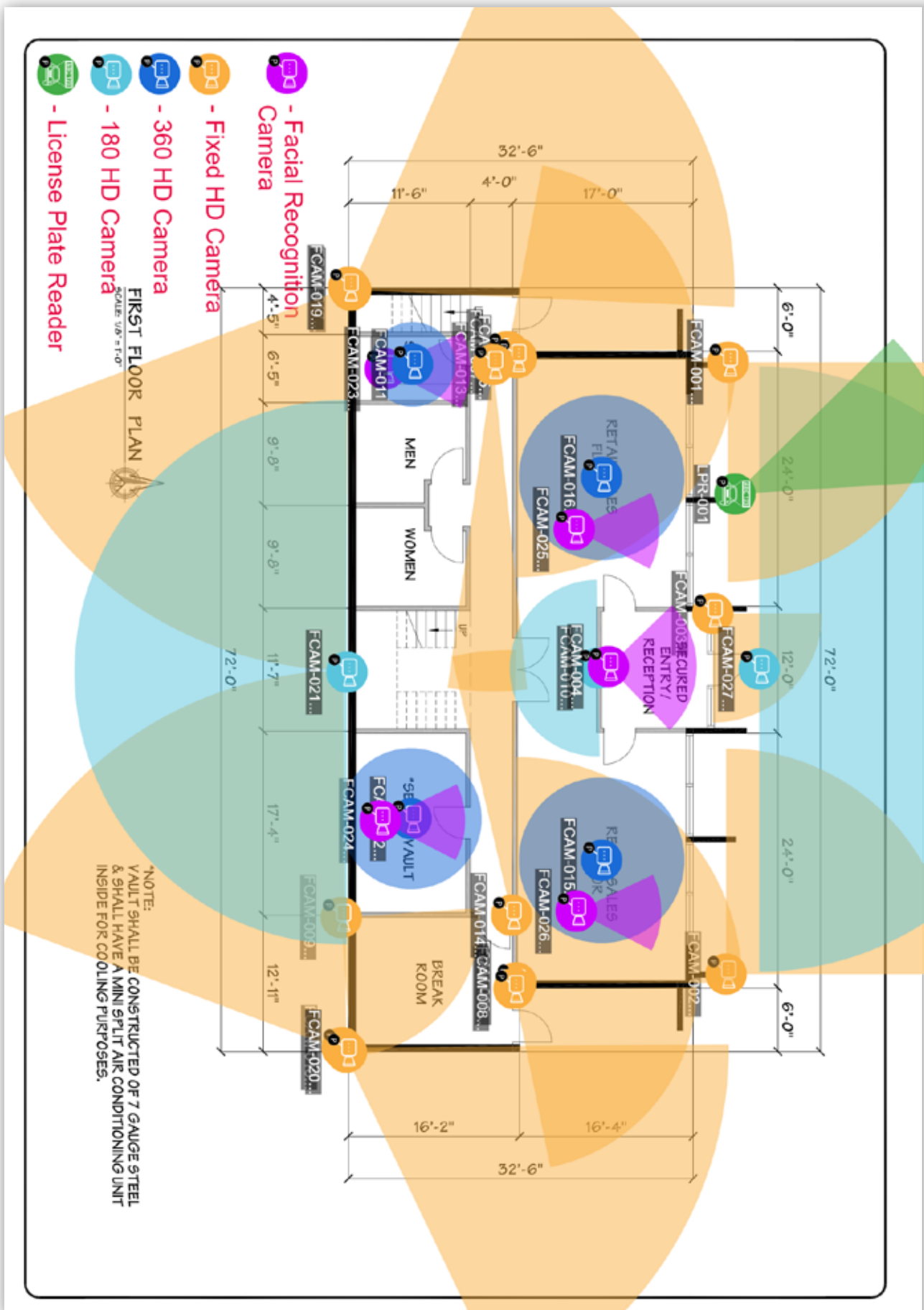


FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

*NOTE:
VAULT SHALL BE CONSTRUCTED OF 7 GAUGE STEEL
& SHALL HAVE A MINI SPLIT AIR CONDITIONING UNIT
INSIDE FOR COOLING PURPOSES.

[illegible]

1 West Morton - Surveillance



Assemble Area



Air Quality / Odor Control

Objective:

To ensure that the air quality inside the retail location is as pure as possible, and that no cannabis odors are emitted from the retail location.

Procedure:

Installation of a state-of-the-art air purification and odor control system are pinnacle in the design choices Haven makes for the retail location. Eliminating cannabis odors inside of the facility is equally as important as preventing odor emissions to the exterior. As Haven is presently operating successful and environmentally compliant retail locations, Haven intends to utilize the same odor control methods in the build-out of this location. For more information on our odor control systems operating in our Southern California locations, please inquire.

Cannabis Odor Sources

As of July 2018, the California Bureau of Cannabis Control has implemented regulations which have led to a sharp reduction in detectable odors inside and outside of cannabis dispensaries. With the regulations requiring that only tested, final packaging of products be distributed to dispensaries, cannabis odors will be reduced exponentially in comparison to raw materials inside production facilities. It has become common practice for manufacturers and distributors to utilize nitrogen sealing in their packaging practices, which prevents odor emissions.

With the above described strict packaging regulations in place, Haven has identified the following practice as the only real “odor” emitting practice in our retail locations, and it is minimal in nature.

Flower Samples: Clients on the show room floor will be able to view and smell product samples upon request. Small jars containing flower samples exist, with small holes, for this purpose. The holes in the jars will release small amounts of cannabis aroma into the area.

Odor Mitigation Practices

During the build-out of the facility, Haven will provide an odor absorbing ventilation and exhaust system so that any odor generated inside the retail facility (no matter how minimal) is not detected outside of the facility, anywhere on adjacent property or public rights-of-way. Additionally, there will be no odor detectable around the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public. To meet this standard, Haven will install an odor control system (See Odor Control Plan) similar in nature to those being successfully used in our other licensed locations.

Haven’s facility will install multiple charcoal-filled “carbon filters” placed strategically around the facility to filter any odor created from the packaged products and jars of cannabis flower. Charcoal filtration works by bonding odor molecules from cannabis to the carbon molecules in the charcoal. Essentially “scrubbing” odor molecules from the air. Carbon filters will be fitted with “pre-filters” to stop any foreign material like dust and dirt from entering the actual carbon filter and will be changed annually. In addition, the carbon filters will be changed or have the carbon re-activated bi-annually. High CFM (cubic feet per minute) inline exhaust fans will be used to pull air through the carbon filters.

Along with the carbon filters, Haven will utilize a full HVAC system. The carbon filters circulate air within the HVAC system through an activated carbon filter in order to filter out odors and pathogens that may pose a public health risk or be bothersome in nature. This method is highly effective and can be used in combination with other technologies. Generally, the energy required to run the filtration system is already accounted for in the HVAC air handling and exchange system, keeping the energy usage to a minimal.

Air Quality / Odor Control cont'd

The above described system meets the City's requirements because it includes 1) an exhaust air filtration system with carbon filters that prevent internal odors; 2) an air system that creates negative air pressure between our retail store's interior and exterior; and 3) an uninterruptible power supply (UPS) that provides for critical needs in the event of a power failure.

Management of Odor Control Plan

The Odor Control Plan in place, will be monitored with strict compliance, by Haven's General Manager. Upon request by the Department, any and all odor control records will be provided, including system installation, maintenance, or deviations from the implemented plan. Should suggestions to improve Haven's plan be made by the City, Haven will immediately implement the suggested changes, update the Odor Control Plan, and provide the new plan to the City within 30 days of the modifications. The General Manager will also maintain any and all odor complaints and responses to odor complaints.



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Consideration of Permit for Relief of Noise Ordinance for Strategic Industry

SOURCE: Community Development

COMMENT: Strategic Industry, the contractor for the development of the Sequoia National Forest and Giant Sequoia National Monument new headquarters located at 220 E. Morton Avenue, has requested a permit for relief of Ordinance 1757, Porterville Municipal Code Chapter Eighteen (18) Article nine (9), which addresses noise regulations within the City of Porterville. Strategic Industry has requested to conduct construction activities of pouring concrete outside of approved timeframe outlined in Chapter 18-90.6 (F) of the Municipal Code.

The purpose and intent of the noise Ordinance is outlined in Chapter 18-90.1, which states, “The city council declares and finds that excessive noise levels are detrimental to the public health, safety and welfare and contrary to the public interest as follows: by interfering with sleep, communication, relaxation and the full use of one's property; and by contributing to hearing impairment and a wide range of adverse physiological and psychological stress conditions; and by adversely affecting the value of real property. It is the intent of this article to protect persons from excessive levels of noise within or near a residence, school, church, hospital or public library and to warn persons of the hazards of excessive noise in places of public entertainment.” Chapter 18-90.6 (F) provides an exemption for construction activities. Noise associated with construction, whether private or public, within five hundred (500) feet of residences, schools, hospitals, churches or public libraries, provided such activities do not take place before 6:00am or after 9:00pm on any day except Saturday or Sunday, or before 7:00am or after 5:00pm on Saturday or Sunday.

Strategic Industry is requesting to conduct construction activities of pouring concrete between the hours of 3:00am and 7:00am on Tuesday, July 13, 2021. The stated reason for the request is reduce heat related illnesses and injury as well as potential structural integrity issues due to the current high daytime temperatures currently being experienced. Chapter 18-90.11 of the Municipal Code provides provisions to provide relief from the noise Ordinance. Applications for a permit for relief from the noise level designated in the noise Ordinance on the basis of undue hardship and special events may be made to the City Manager or duly authorized representative for recommendation to the City Council. The City Council may grant the relief as applied for if the following findings are met. First, that additional time is necessary for the applicant to alter or modify his/her activity or operation to comply with the noise Ordinance; or the activity, operation, or noise source will be of temporary duration. The noise

source cannot be done in a manner that would comply with this chapter; and that no other reasonable alternative is available to the applicant. The City Council may also prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or surrounding neighborhood.

Strategic Industry has begun outreach to the surrounding neighborhood with a goal of receiving signatures of support from property owners or tenants within five hundred (500) feet of the project parcel. At the time of this report, twenty-three (23) signatures had been gathered from the neighboring properties. Staff prepared a five hundred (500) foot radius map of the project parcel for the applicant, which located 190 addresses within five hundred (500) feet of the parcel.

RECOMMENDATION: That the City Council consider the request for relief from Strategic Industry to conduct construction activities of pouring concrete from 3:00 A.M. to 7:00 A.M. on Tuesday, July 13, 2021, that exceed the maximum noise level permitted in the Ordinance 1757.

ATTACHMENTS:

1. City of Porterville Municipal Code - Chapter 19 Article 9 Noise
2. Ordinance 1757 - Noise Ordinance
3. Project Locator Map with 500 Foot Radius
4. Signatures of Support

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager

ARTICLE IX. NOISE

SECTION:

18-90.1: Purpose

18-90.2: Definitions

18-90.3: Noise Standards; General Provisions

18-90.4: Exterior Noise Standards

18-90.5: Residential Interior Noise Standards

18-90.6: Noise Source Exemptions

18-90.7: Residential Air Conditioning And Refrigeration Systems

18-90.8: Waste And Garbage Collection Equipment

18-90.9: Electrical Substations

18-90.10: Warning Signs In Places Of Public Entertainment

18-90.11: Permit For Relief

18-90.12: Violations

18-90.1: PURPOSE:

A. The city council declares and finds that excessive noise levels are detrimental to the public health, safety and welfare and contrary to the public interest as follows:

1. By interfering with sleep, communication, relaxation and the full use of one's property; and
2. By contributing to hearing impairment and a wide range of adverse physiological and psychological stress conditions; and
3. By adversely affecting the value of real property.

B. It is the intent of this article to protect persons from excessive levels of noise within or near a residence, school, church, hospital or public library and to warn persons of the hazards of excessive noise in places of public entertainment. (Ord. 1757, 8-18-2009)

18-90.2: DEFINITIONS:

The following words, phrases and terms as used in this article shall have the following meanings:

A-WEIGHTED SOUND LEVEL: The sound level in decibels as measured with a sound level meter using the "A" weighted network (scale) at slow meter response. The unit of measurement is referred to herein as dBA.

AMBIENT NOISE LEVEL: The composite of noise from all sources excluding the alleged offensive noise. In this context it represents the normal or existing level of environmental noise at a given location for a specific time of the day or night.

CONSTRUCTION: Construction, enlargement, alteration, conversion or movement of any building, structures or land together with any scientific surveys associated therewith.

CUMULATIVE PERIOD: An additive period of time composed of individual time segments, which may be continuous or interrupted.

DECIBEL: A unit for measuring the amplitude of a sound, equal to twenty (20) times the logarithm to the base ten of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micropascals (20 micronewtons per square meter).

EMERGENCY WORK: The use of any machinery, equipment, vehicle, manpower or other activity in a short term effort to protect, or restore safe conditions in the community, or work by private or public utilities when restoring utility service.

FIXED NOISE SOURCE: A device, machine or combination thereof which creates sounds while fixed or stationary, including, but not limited to, residential, agricultural, industrial and commercial machinery and equipment, pumps, fans, compressors, air conditioners and refrigeration equipment.

HOSPITAL: Any building or portion thereof used for the accommodation and medical care of sick, injured or infirm persons including rest homes and nursing homes.

IMPULSIVE NOISE: A noise of short duration, usually less than one second, with an abrupt onset and rapid decay.

INTRUDING NOISE LEVEL: The sound level created, caused, maintained or originating from an alleged offensive source, measured in decibels, at a specified location while the alleged offensive source is in operation.

L_{eq} : The equivalent sound level. The sound level containing the same total energy as a time varying signal over a given sample period. For purposes of this article, the L_{eq} is measured over a one hour sample period.

MOBILE NOISE SOURCE: Any source other than a fixed noise source.

NOISE DISTURBANCE: Any sound which violates the quantitative standards set forth in this article.

PURE TONE NOISE: Any noise which is distinctly audible as a single pitch (frequency) or set of pitches. For the purposes of this article, a pure tone shall exist if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two (2) contiguous one-third octave bands by 5 dB for center frequencies of 500 Hz and above and by 8 dB for center frequencies between 160 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

RESIDENTIAL PROPERTY: A parcel of real property which is developed and used either in whole or in part for residential purposes.

SCHOOL: Public or private institutions conducting regular academic instruction at preschool, kindergarten, elementary, secondary or collegiate levels.

SOUND AMPLIFYING EQUIPMENT: Any machine or device for the amplification of the human voice, music, or any other sound. Sound amplifying equipment shall not include standard automobile radios or tape players when heard only by the occupants of the vehicle in which the automobile radio is installed. Sound amplifying equipment as used in this article shall not include warning devices in authorized emergency vehicles, or horns or other warning devices in any vehicle, which are used only for traffic safety purposes.

SOUND LEVEL METER: An instrument meeting American National Standard Institute (ANSI) standard S1.4-1971 for type 1 or type 2 sound level meters or an instrument and the associated recording and analyzing equipment, which will provide equivalent data.

SOUND TRUCK: Any motor vehicle, or any other vehicle regardless of motive power, whether in motion or stationary, having mounted thereon any sound amplifying equipment. (Ord. 1757, 8-18-2009)

18-90.3: NOISE STANDARDS; GENERAL PROVISIONS:

A. Standards: The standards which shall be considered in determining whether a violation of section 18-90.4 or 18-90.5 of this article exists shall include, but not be limited to, the following:

1. The volume of the noises.
2. The intensity of the noises.
3. Whether the nature of the noise is usual or unusual.
4. Whether the origin of the noise is natural or unnatural.
5. The volume and intensity of the background noise, if any.
6. The proximity of the noise to residential sleeping facilities.
7. The nature and zoning of the area within which the noise emanates.
8. The density of inhabitation of the area within which the noise emanates.
9. The time of day or night the noise occurs.
10. The duration of the noise.
11. Whether the noise is recurrent, intermittent, or constant.
12. Whether the noise is produced by a commercial or noncommercial activity.

B. Public Nuisance: It is unlawful for any person to make, continue, allow, or cause to be made or emanate any excessively, unnecessarily, unnaturally, or unusually loud noise or sound from any radio, compact disc player, stereo, television or other mechanical, electrical, or electronic sound amplification device or instrument which annoys, disturbs, injures, or endangers the comfort, repose, quiet, health, peace, or safety of other persons in the city; such acts are hereby being declared a public nuisance. In interpreting and applying this section, the following shall apply:

1. Emanating Noise Or Sound: Emanating noise or sound shall be defined for these purposes as it is described in subsections 18-90.4 and/or 18-90.5 of this article.
2. Prima Facie Evidence: Prima facie evidence exists when such noise or sound annoys, disturbs, injures, or endangers the comfort, repose, quiet, health, peace, business, or safety of other persons and is shown by proof of noncompliance with subsection A of this section, or by a complaint by a person or persons regarding such noise or sound. A complainant must have standing to file a complaint.
3. Measuring Of Distance: The distance from the source of such noise or sound shall be measured from the actual source itself, or where the source is located on private property not adjacent to residential property, in which case the distance shall be measured from the property line.
4. Alternative Prima Facie Evidence: Alternative prima facie evidence that such noise or sound is excessively, unnecessarily, unnaturally, or unusually loud is shown by a sound level exceeding the ambient sound level by more than five (5) decibels measured at the property line, or in the case of common wall construction such as condominiums, apartments, or business facilities, measured within the adjoining occupied units.
5. Exemptions: Nothing in this section prohibits or declares unlawful or a nuisance:
 - a. The operation of warning or amplification devices by emergency, fire, or law enforcement vehicles or personnel;
 - b. Lawful use of vehicle horns or backup warning devices;

- c. Private or public warning equipment or systems;
- d. The conduct of previously authorized and otherwise lawful public activity such as parades, speeches, lectures, ceremonies, entertainment, sports, music, or recreation events;
- e. The usual and customary operations of bells, gongs, buzzers, or similar mechanical, electrical or electronic sound amplification devices to mark time or call to attendance for an otherwise lawful use or purpose, except within public rights of way pursuant to section 20-6 of this code.

6. Sound Amplification Devices (Refer To Advertising And Signs Code, Section 3-15 Of This Code): The use of sound trucks or any other vehicle in the city with sound amplifying equipment in operation shall comply with the provisions of section 3-15 of this code.

C. Public Park/City Facilities:

1. Sound or noise produced by amplification equipment used at all city parks and other city facilities shall not exceed seventy five (75) dBA when measured at a distance of one hundred feet (100') from the sound source or the closest residential property line, whichever is closest to the noise source.

2. It should be the event sponsor's responsibility to ensure that sound levels are below the specified noise level standard. The sponsor shall provide a sound level meter to accomplish this task.

3. Failure of the event sponsor to enforce the sound limits may result in any or all of the following:

- a. The forced curtailment of activities as ordered by the police department.
- b. Citation issued by the police department under the city's nuisance abatement ordinance.
- c. Forfeiture of deposits placed with city by the sponsor for use of the facility.

D. Noise Measurement: Any noise measurement made pursuant to the provisions of this chapter shall be made with a sound level meter using the "A" weighted network (scale) at slow meter response. Fast meter response shall be used for impulsive type sounds. Calibration of the measurement equipment utilizing an acoustical calibrator certified by its manufacturer to be in compliance with National Institute of Standards and Technology (NIST) reference calibration levels shall be performed immediately prior to recording noise level data.

E. Exterior Noise Levels: Exterior noise levels shall be measured from the nearest residential, school, hospital, church or public library property line to the noise source. Where practical, the noise testing microphone shall be positioned three (3) to five feet (5') above the ground and away from reflective surfaces.

F. Interior Noise Levels: Interior noise levels shall be measured within the affected dwelling unit, at points at least four feet (4') from the wall, ceiling or floor nearest the noise source, with windows in the normal seasonal configuration. Reported interior noise levels shall be determined by taking the arithmetic average of the readings taken at the various microphone locations. (Ord. 1757, 8-18-2009)

18-90.4: EXTERIOR NOISE STANDARDS:

A. It is unlawful for any person at any location within the incorporated areas of the city to create any noise, or to allow the creation of any noise, on property owned, leased, occupied or otherwise controlled by such person which causes the exterior noise level when measured at any affected residence, school, hospital, church or public library to exceed the noise level standards as set forth in the following table:

EXTERIOR NOISE LEVEL STANDARDS, dBA

Category	Daytime	Nighttime
	7:00 A.M. To 10:00 P.M.	10:00 P.M. To 7:00 A.M.
Hourly L_{eq}	50	45
Maximum sound level (L_{MAX})	70	65

B. In the event the measured ambient noise level without the alleged offensive source in operation exceeds the applicable noise level standard in either category above, the applicable standard or standards shall be adjusted so as to equal the ambient noise level.

C. Each of the noise level standards specified above shall be reduced by five (5) dB for pure tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises.

D. If the intruding noise source is continuous and cannot reasonably be discontinued or stopped for a time period whereby the ambient noise level without the source can be measured, the noise level measured while the source is in operation shall be compared directly to the noise level standards. (Ord. 1757, 8-18-2009)

18-90.5: RESIDENTIAL INTERIOR NOISE STANDARDS:

A. It is unlawful for any person at any location within the incorporated areas of the city, to operate or cause to be operated within a dwelling unit or on property occupied by a nonresidential use, any source of sound or to allow the creation of any noise which causes the noise level when measured inside another dwelling unit to exceed the noise level standards as set forth in the following table:

INTERIOR NOISE LEVEL STANDARDS, dBA

Category	Daytime	Nighttime
	7:00 A.M. To 10:00 P.M.	10:00 P.M. To 7:00 A.M.
Maximum sound level (L _{MAX})	55	45

B. The noise level standards specified above shall be reduced by five (5) dB for pure tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises.

C. If the intruding noise source is continuous and cannot reasonably be discontinued or stopped for a time period whereby the ambient noise level without the source can be measured, the noise level measured while the source is in operation shall be compared directly to the noise level standards. (Ord. 1757, 8-18-2009)

18-90.6: NOISE SOURCE EXEMPTIONS:

The following activities shall be exempted from the provisions of this article:

- A. Noises from safety signals, warning devices, and emergency pressure relief valves.
- B. Noises resulting from any authorized emergency vehicle, when responding to an emergency call or acting in time of emergency.
- C. Noises resulting from emergency work, including repair of public utilities.
- D. Activities conducted in public parks, public playgrounds and public or private school grounds, including, but not limited to, school athletic and school entertainment events, except as otherwise noted in this article.
- E. Any mechanical device, apparatus or equipment used, related to, or connected with emergency activities or emergency work.
- F. Noise sources associated with construction, whether private or public, within five hundred feet (500') of the uses mentioned in subsection 18-90.4 of this article, provided such activities do not take place before six o'clock (6:00) A.M. or after nine o'clock (9:00) P.M. on any day except Saturday or Sunday, or before seven o'clock (7:00) A.M. or after five o'clock (5:00) P.M. on Saturday or Sunday.
- G. Noise sources associated with the maintenance of residential property provided such activities take place between the hours of six o'clock (6:00) A.M. and nine o'clock (9:00) P.M. on any day except Saturday or Sunday, or between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M. on Saturday or Sunday.
- H. Noise sources associated with a lawful commercial or industrial property caused by mechanical devices or equipment, including air conditioning or refrigeration systems, installed prior to the effective date of this chapter; provided that this exemption shall expire twelve (12) months after the effective date of this chapter.
- I. Noise sources associated with the collection of waste or garbage.
- J. Noise sources associated with seasonal agricultural packing operations provided that noise levels produced by such operations do not exceed the exterior noise level standards set forth in section 18-90.3 of this article when measured as provided in section 18-90.4 of this article for a cumulative period of more than ninety (90) days out of the year.
- K. Any activity to the extent regulation thereof has been preempted by state or federal law. (Ord. 1757, 8-18-2009)

18-90.7: RESIDENTIAL AIR CONDITIONING AND REFRIGERATION SYSTEMS:

Notwithstanding the provisions of section 18-90.3 of this article where the intruding noise source when measured as provided in section 18-90.4 of this article is an existing residential air conditioning or refrigeration system or associated equipment, the exterior noise level shall not exceed fifty five (55) dBA. For residential air conditioning or refrigeration systems or associated equipment installed after the effective date of this chapter, the exterior noise level when measured as provided in section 18-90.4 of this article shall not exceed fifty (50) dBA. (Ord. 1757, 8-18-2009)

18-90.8: WASTE AND GARBAGE COLLECTION EQUIPMENT:

Notwithstanding the provisions of section 18-90.3 of this article, the collection of waste or garbage from residential property by persons authorized to engage in such activity, and who are operating truck mounted loading or compacting equipment, shall not take place before six o'clock (6:00) A.M. or after seven o'clock (7:00) P.M. The noise level created by such activities when measured at a distance of fifty feet (50') in an open area shall not exceed the following standards:

- A. Eighty five (85) dBA for equipment in use, purchased or leased prior to the effective date of this chapter;
- B. Eighty (80) dBA for new equipment purchased or leased after the effective date of this chapter. (Ord. 1757, 8-18-2009)

18-90.9: ELECTRICAL SUBSTATIONS:

Notwithstanding the provisions of section 18-90.3 of this article, noise sources associated with the operation of electrical substations shall not exceed fifty (50) dBA when measured as provided in section 18-90.4 of this article. (Ord. 1757, 8-18-2009)

18-90.10: WARNING SIGNS IN PLACES OF PUBLIC ENTERTAINMENT:

It is unlawful for any person to operate or permit the operation or playing of any loudspeaker, musical instrument, motorized racing vehicle, or other source of sound for public entertainment within a building or structure wherein the noise level exceeds ninety five (95) dBA as determined by using the slow response of a sound level meter at any point normally occupied by a customer, without a conspicuous and legible sign stating:

WARNING! SOUND LEVELS WITHIN MAY CAUSE HEARING IMPAIRMENT.

(Ord. 1757, 8-18-2009)

18-90.11: PERMIT FOR RELIEF:

Applications for a permit for relief from the noise level designated in this chapter on the basis of undue hardship and special events may be made to the city manager or his duly authorized representative for recommendation to the city council. Any permit granted by the city council under this section shall contain all conditions upon which the permit has been granted and shall specify a reasonable time that the permit shall be effective. The city council may grant the relief as applied for if the council finds:

- A. That additional time is necessary for the applicant to alter or modify his/her activity or operation to comply with this chapter; or
- B. The activity, operation, or noise source will be of temporary duration. The noise source cannot be done in a manner that would comply with this chapter; and
- C. That no other reasonable alternative is available to the applicant.

The city council may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or surrounding neighborhood. (Ord. 1757, 8-18-2009)

18-90.12: VIOLATIONS:

A. Penalty: Each violation of the provisions of this article shall be deemed a misdemeanor punishable by imprisonment in the county jail not exceeding six (6) months, or by fine not exceeding one thousand dollars (\$1,000.00), or both. Upon recommendation of the prosecuting attorney, the court may reduce the charged offense from misdemeanor to an infraction, punishable under section 1-9 of this code.

B. Prosecution: Violations of this article shall be prosecuted in the same manner as other misdemeanor violations of this code; provided, however, that in the event of violation, a written notice of intention to prosecute will be given to the alleged violator not less than five (5) calendar days prior to the issuance of a misdemeanor complaint. No complaint shall be issued in the event the cause of violation is removed, the condition abated or fully corrected within the five (5) day period. In the event the alleged violator cannot be located in order to serve the notice of intention to prosecute, the notice as required in this section shall be deemed to be given upon mailing the notice by registered or certified mail to the alleged violator at his/her last known address or at the place where the violation occurred, in which event the five (5) day period shall commence at the date of the day following the mailing of the notice. (Ord. 1757, 8-18-2009)

ORDINANCE NO. 1757

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADDING TO THE MUNICIPAL CODE CHAPTER 18, ARTICLE V
PERTAINING TO NOISE

WHEREAS: In 1987, the City Council adopted the Noise Element of the General Plan which included a draft noise ordinance proposed for adoption; and

WHEREAS: The City Council directed Staff to draft an item for review to determine a need for a Noise Ordinance; and

WHEREAS: Draft Ordinance section addition CHAPTER 18, Article V regulates excessive noise that may be detrimental to public health, safety and welfare; and

WHEREAS: the City Council has duly considered staff recommendations to add to the current Municipal Code CHAPTER 18, ARTICLE V to regulate noise that may be detrimental to public health, safety and welfare; and

WHEREAS: An increasing number of issues pertaining to noise have risen and enforcement has been problematic due to the lack of enforceable standards;

NOW, THEREFORE, BE IT ORDAINED: That the City Council of the City of Porterville does hereby add Porterville Municipal Code Chapter 18, Article V as follows:

Section 1. Porterville Municipal Code Appendix A, Zoning, Section 2618 H is amended to read as follows:

2618: PERFORMANCE STANDARDS:

"H. Noise: No use may generate noise that is in violation of the City's Noise Standards contained in Chapter 18 Article V of the Porterville Municipal Code or other standards as may be adopted by the City Council."

Section 2. Porterville Municipal Code Section 3-15 is amended to read as follows:

"3-15: NONCOMMERCIAL USE; REGULATIONS GENERALLY:

Use of sound trucks or any other vehicle in the city with sound amplifying equipment in operation shall be subject to the following regulations:

A. The only sounds permitted are music.

B. Operations of sound equipment shall be permitted during the hours of nine o'clock (9:00) A.M. to eight o'clock (8:00) P.M.

- C. Sound amplifying equipment shall not be operated unless the vehicle or sound truck upon which such equipment is mounted is operated at a speed of at least ten (10) miles per hour except when such vehicle is stopped or impeded by traffic. Where the vehicle is stopped, the sound amplifying equipment shall not be operated for longer than one minute at each such stop.
- D. Sound shall not be issued within one hundred (100) yards of hospitals, schools, churches or courthouses.
- E. The music amplified shall not be profane, lewd, indecent or slanderous.
- F. The volume of sound shall be controlled so that it will not be audible for a distance in excess of fifty feet (50') from the vehicle or sound truck and so that such volume is not unreasonable, loud, raucous, jarring, disturbing or a nuisance to persons within the area of audibility."

Section 3. Porterville Municipal Code Chapter 18, Article V is added as follows:

NOISE ORDINANCE

Chapter 18 Article V

Sections:

- | | |
|-------|---|
| 18-80 | Purpose. |
| 18-81 | Definitions. |
| 18-82 | Noise Standards-General Provisions. |
| 18-83 | Exterior Noise Standards. |
| 18-84 | Residential Interior Noise Standards. |
| 18-85 | Noise Source Exemptions. |
| 18-86 | Residential Air Conditioning and Refrigeration Systems. |
| 18-87 | Waste and Garbage Collection Equipment. |
| 18-88 | Electrical Substations. |
| 18-89 | Warning signs in places of public entertainment. |
| 18-90 | Permit for relief. |
| 18-91 | Violations. |

18-80 Purpose.

- A. The City Council declares and finds that excessive noise levels are detrimental to the public health, safety and welfare and contrary to the public interest as follows:
1. By interfering with sleep, communication, relaxation and the full use of one's property; and
 2. By contributing to hearing impairment and a wide range of adverse physiological and psychological stress conditions; and
 3. By adversely affecting the value of real property.
- B. It is the intent of this chapter to protect persons from excessive levels of noise within or near a residence, school, church, hospital or public library and to warn persons of the hazards of excessive noise in places of public entertainment.

18-81 Definitions.

The following words, phrases and terms as used in this chapter shall have the following meanings:

- A. "Ambient noise level" means the composite of noise from all sources excluding the alleged offensive noise. In this context it represents the normal or existing level of environmental noise at a given location for a specific time of the day or night.
- B. "A-weighted sound level" means the sound level in decibels as measured with a sound level meter using the "A" weighted network (scale) at slow meter response. The unit of measurement is referred to herein as dBA.
- C. "Construction" means construction, enlargement, alteration, conversion or movement of any building, structures or land together with any scientific surveys associated therewith.
- D. "Cumulative period" means an additive period of time composed of individual time segments, which may be continuous or interrupted.
- E. "Decibel" means a unit for measuring the amplitude of a sound, equal to 20 times the logarithm to the base ten of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).
- F. "Emergency work" means the use of any machinery, equipment, vehicle, manpower or other activity in a short-term effort to protect, or restore safe conditions in the community, or work by private or public utilities when restoring utility service.

- G. "Fixed noise source" means a device, machine or combination thereof which creates sounds while fixed or stationary, including but not limited to residential, agricultural, industrial and commercial machinery and equipment, pumps, fans, compressors, air conditioners and refrigeration equipment.
- H. "Hospital" means any building or portion thereof used for the accommodation and medical care of sick, injured or infirm persons including rest homes and nursing homes.
- I. "Impulsive noise" means a noise of short duration, usually less than one second, with an abrupt onset and rapid decay.
- J. "Intruding noise level" means the sound level created, caused, maintained or originating from an alleged offensive source, measured in decibels, at a specified location while the alleged offensive source is in operation.
- K. " L_{eq} " means the equivalent sound level. The sound level containing the same total energy as a time varying signal over a given sample period. For purposes of this ordinance, the L_{eq} is measured over a one-hour sample period.
- L. "Mobile noise source" means any source other than a fixed noise source.
- M. "Noise disturbance" means any sound which violates the quantitative standards set forth in this chapter.
- N. "Residential property" means a parcel of real property which is developed and used either in whole or in part for residential purposes.
- O. "School" means public or private institutions conducting regular academic instruction at preschool, kindergarten, elementary, secondary or collegiate levels.
- P. "Pure tone noise" means any noise which is distinctly audible as a single pitch (frequency) or set of pitches. For the purposes of this ordinance, a pure tone shall exist if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous one-third octave bands by 5dB for center frequencies of 500 Hz and above and by 8 dB for center frequencies between 160 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.
- Q. "Sounding amplifying equipment" means any machine or device for the amplification of the human voice, music, or any other sound. Sound amplifying equipment shall not include standard automobile radios or tape players when heard only by the occupants of the vehicle in which the automobile radio is installed. Sound amplifying equipment as used in this chapter shall not include warning devices in authorized emergency vehicles, or horns or other warning devices in any vehicle, which are used only for traffic safety purposes."

- R. "Sound level meter" means an instrument meeting American National Standard Institute (ANSI) Standard S1.4-1971 for Type 1 or Type 2 sound level meters or an instrument and the associated recording and analyzing equipment, which will provide equivalent data.
- S. "Sound truck" means any motor vehicle, or any other vehicle regardless of motive power, whether in motion or stationary, having mounted thereon any sound amplifying equipment.

18-82 Noise Standards- General Provisions

- A. The standards which shall be considered in determining whether a violation of Section 18-83 or 18-84 exists shall include but not be limited to the following:
 - 1. The volume of the noises
 - 2. The intensity of the noises
 - 3. Whether the nature of the noise is usual or unusual
 - 4. Whether the origin of the noise is natural or unnatural
 - 5. The volume and intensity of the background noise, if any
 - 6. The proximity of the noise to residential sleeping facilities
 - 7. The nature and zoning of the area within which the noise emanates
 - 8. The density of inhabitation of the area within which the noise emanates
 - 9. The time of day or night the noise occurs
 - 10. The duration of the noise
 - 11. Whether the noise is recurrent, intermittent, or constant
 - 12. Whether the noise is produced by a commercial or noncommercial activity
- B. It is unlawful for any person to make, continue, allow, or cause to be made or emanate any excessively, unnecessarily, unnaturally, or unusually loud noise or sound from any radio, compact disk player, stereo, television or other mechanical, electrical, or electronic sound amplification device or instrument which annoys, disturbs, injures, or endangers the comfort, repose, quiet, health, peace, or safety of other persons in the city; such acts are hereby being declared a public nuisance. In interpreting and applying this section, the following shall apply:

1. Emanating noise or sound shall be defined for these purposes as it is described in Section 18-83 A and/or 18-84 A.
2. Prima facie evidence exists when such noise or sound annoys, disturbs, injures, or endangers the comfort, repose, quiet, health, peace, business, or safety of other persons and is shown by proof of non-compliance with subsection (A) of this section, or by a complaint by a person or persons regarding such noise or sound. A complainant must have standing to file a complaint.
3. The distance from the source of such noise or sound shall be measured from the actual source itself, or where the source is located on private property not adjacent to residential property, in which case the distance shall be measured from the property line.
4. Alternative prima facie evidence that such noise or sound is excessively, unnecessarily, unnaturally, or unusually loud is shown by a sound level exceeding the ambient sound level by more than five decibels measured at the property line, or in the case of common wall construction such as condominiums, apartments, or business facilities, measured within the adjoining occupied units.
5. Nothing in this section prohibits or declares unlawful or a nuisance:
 - a. The operation of warning or amplification devices by emergency, fire, or law enforcement vehicles or personnel;
 - b. Lawful use of vehicle horns or backup warning devices;
 - c. Private or public warning equipment or systems;
 - d. The conduct of previously authorized and otherwise lawful public activity such as parades, speeches, lectures, ceremonies, entertainment, sports, music, or recreation events;
 - e. The usual and customary operations of bells, gongs, buzzers, or similar mechanical, electrical or electronic sound amplification devices to mark time or call to attendance for an otherwise lawful use or purpose, except within public rights of way pursuant to Section 20-6 of the Municipal code.
6. Sound Amplification Devices (Refer to Advertising and Signs Code, Section 3-15): The use of sound trucks or any other vehicle in the city with sound amplifying equipment in operation shall comply with the provisions of Section 3-15 of the Porterville Municipal Code.

C. Public Park/City Facilities

1. Sound or noise produced by amplification equipment used at all city parks and other city facilities shall not exceed seventy five (75) dBA when measured at a distance of one-hundred (100) feet from the sound source or the closest residential property line, whichever is closest to the noise source.
2. It should be the event sponsor's responsibility to insure that sound levels are below the specified noise level standard. The sponsor shall provide a sound level meter to accomplish this task.
3. Failure of the event sponsor to enforce the sound limits may result in any or all of the following:
 - a. The forced curtailment of activities as ordered by the police department
 - b. Citation issued by the police department under the City's nuisance abatement ordinance
 - c. Forfeiture of deposits placed with City by the sponsor for use of the facility

- D. Any noise measurement made pursuant to the provisions of this chapter shall be made with a sound level meter using the "A" weighted network (scale) at slow meter response. Fast meter response shall be used for impulsive type sounds. Calibration of the measurement equipment utilizing an acoustical calibrator certified by its manufacturer to be in compliance with National Institute of Standards and Technology (NIST) reference calibration levels shall be performed immediately prior to recording noise level data.
- E. Exterior noise levels shall be measured from the nearest residential, school, hospital, church or public library property line to the noise source. Where practical, the noise testing microphone shall be positioned three to five feet above the ground and away from reflective surfaces.
- F. Interior noise levels shall be measured within the affected dwelling unit, at points at least four feet from the wall, ceiling or floor nearest the noise source, with windows in the normal seasonal configuration. Reported interior noise levels shall be determined by taking the arithmetic average of the readings taken at the various microphone locations.

18-83 Exterior Noise Standards

- A. It is unlawful for any person at any location within the incorporated areas of the City to create any noise, or to allow the creation of any noise, on property owned, leased, occupied or otherwise controlled by such person which causes the exterior noise level when measured at any affected residence, school, hospital, church or public library to exceed the noise level standards as set forth in the following table:

<u>Exterior Noise Level Standards, dBA</u>		
Category	Daytime 7 a.m. to 10 p.m.	Nighttime 10 p.m. to 7 a.m.
Hourly L_{eq}	50	45
Maximum Sound Level (L_{MAX})	70	65

- B. In the event the measured ambient noise level without the alleged offensive source in operation exceeds the applicable noise level standard in either category above, the applicable standard or standards shall be adjusted so as to equal the ambient noise level.
- C. Each of the noise level standards specified above shall be reduced by five dB for pure tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises.
- D. If the intruding noise source is continuous and cannot reasonably be discontinued or stopped for a time period whereby the ambient noise level without the source can be measured, the noise level measured while the source is in operation shall be compared directly to the noise level standards.

18-84 Residential Interior Noise Standards

- A. It is unlawful for any person at any location within the incorporated areas of the City, to operate or cause to be operated within a dwelling unit or on property occupied by a non-residential use, any source of sound or to allow the creation of any noise which causes the noise level when measured inside another dwelling unit to exceed the noise level standards as set forth in the following table:

<u>Interior Noise Level Standards, dBA</u>		
Category	Daytime 7 a.m. to 10 p.m.	Nighttime 10 p.m. to 7 a.m.
Maximum Sound Level (L_{MAX})	55	45

- B. The noise level standards specified above shall be reduced by five dB for pure tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises.
- C. If the intruding noise source is continuous and cannot reasonably be discontinued or stopped for a time period whereby the ambient noise level without the source can be measured, the noise level measured while the source is in operation shall be compared directly to the noise level standards.

18-85 Noise Source Exemptions.

The following activities shall be exempted from the provisions of this chapter.

- A. Noises from safety signals, warning devices, and emergency pressure relief valves.
- B. Noises resulting from any authorized emergency vehicle, when responding to an emergency call or acting in time of emergency.
- C. Noises resulting from emergency work, including repair of public utilities.
- D. Activities conducted in public parks, public playgrounds and public or private school grounds, including but not limited to school athletic and school entertainment events, except as otherwise noted in this ordinance.
- E. Any mechanical device, apparatus or equipment used, related to, or connected with emergency activities or emergency work.
- F. Noise sources associated with construction, whether private or public, within 500 feet of the uses mentioned in Section 18-83, paragraph A, provided such activities do not take place before 6:00 a.m. or after 9:00 p.m. on any day except Saturday or Sunday, or before 7:00 a.m. or after 5:00 p.m. on Saturday or Sunday.
- G. Noise sources associated with the maintenance of residential property provided such activities take place between the hours of 6:00 a.m. and 9:00 p.m. on any day except Saturday or Sunday, or between the hours of 7:00 a.m. and 9:00 p.m. on Saturday or Sunday.

- H. Noise sources associated with a lawful commercial or industrial property caused by mechanical devices or equipment, including air conditioning or refrigeration systems, installed prior to the effective date of this chapter; that this exemption shall expire 12 months after the effective date of this chapter.
- I. Noise sources associated with the collection of waste or garbage.
- J. Noise sources associated with seasonal agricultural packing operations provided that noise levels produced by such operations do not exceed the exterior noise level standards set forth in Section 18-82 when measured as provided in Section 18-83 for a cumulative period of more than 90 days out of the year.
- K. Any activity to the extent regulation thereof has been preempted by state or federal law.

18-86 Residential Air Conditioning and Refrigeration Systems.

Notwithstanding the provisions of Section 18-82 where the intruding noise source when measured as provided in Section 18-83 is an existing residential air conditioning or refrigeration system or associated equipment, the exterior noise level shall not exceed fifty-five (55) dBA. For residential air conditioning or refrigeration systems or associated equipment installed after the effective date of this chapter, the exterior noise level when measured as provided in Section 18-83 shall not exceed fifty (50) dBA.

18-87 Waste and Garbage Collection Equipment.

Notwithstanding the provisions of Section 18-82, the collection of waste or garbage from residential property by persons authorized to engage in such activity, and who are operating truck-mounted loading or compacting equipment, shall not take place before 6:00 a.m. or after 7:00 p.m. The noise level created by such activities when measured at a distance of fifty (50) feet in an open area shall not exceed the following standards:

- A. Eighty-five (85) dBA for equipment in use, purchased or leased prior to the effective date of this chapter;
- B. Eighty (80) dBA for new equipment purchased or leased after the effective date of this chapter.

18-88 Electrical Substations.

Notwithstanding the provisions of Section 18-82, noise sources associated with the operation of electrical substations shall not exceed fifty (50) dBA when measured as provided in Section 18-83.

18-89 Warning signs in places of public entertainment.

It is unlawful for any person to operate or permit the operation or playing of any loudspeaker, musical instrument, motorized racing vehicle, or other source of sound for public entertainment within a building or structure wherein the noise level exceeds ninety-five (95) dBA as determined by using the slow response of a sound level meter at any point normally occupied by a customer, without a conspicuous and legible sign stating:
"WARNING! SOUND LEVELS WITHIN MAY CAUSE HEARING IMPAIRMENT."

18-90 Permit for relief

Applications for a permit relief from the noise level designated in this chapter on the basis of undue hardship and special events may be made to the City Manager or his duly authorized representative for recommendation to the City Council. Any permit granted by the City Council under this section shall contain all conditions upon which the permit has been granted and shall specify a reasonable time that the permit shall be effective. The City Council may grant the relief as applied for if the Council finds:

- A. That additional time is necessary for the applicant to alter or modify his/her activity or operation to comply with this chapter; or
- B. The activity, operation, or noise source will be of temporary duration. The noise source cannot be done in a manner that would comply with this chapter; and
- C. That no other reasonable alternative is available to the applicant; and
- D. The City Council may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or surrounding neighborhood.

18-91 Violations.

Penalty.

Each violation of the provisions of this chapter shall be deemed a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by fine not exceeding one thousand dollars (\$1000), or both. Upon recommendation of the prosecuting attorney, the Court may reduce the charged offense from misdemeanor to an infraction, punishable under Chapter 1-9 of this Code.

Prosecution.

Violations of this chapter shall be prosecuted in the same manner as other misdemeanor violations of the City's Code; provided, however, that in the event of violation, a written notice of intention to prosecute will be given to the alleged violator not less than five calendar days prior to the issuance of a misdemeanor complaint. No complaint shall be issued in the event the cause of violation is removed, the condition abated or fully corrected within the five-day period. In the event the alleged violator cannot be located in order to serve the notice of intention to prosecute, the notice as required in this section shall be deemed to be given upon mailing the notice by registered or certified mail to the alleged violator at his/her last known address or at the place where the violation occurred, in which event the five-day period shall commence at the date of the day following the mailing of the notice.

It is unlawful for any person to operate or permit the operation or playing of any loudspeaker, musical instrument, motorized racing vehicle, or other source of sound for public entertainment within a building or structure wherein the noise level exceeds ninety-five (95) dBA as determined by using the slow response of a sound level meter at any point normally occupied by a customer, without a conspicuous and legible sign stating:

“WARNING! SOUND LEVELS WITHIN MAY CAUSE HEARING IMPAIRMENT.”

18-90 Permit for relief

Applications for a permit relief from the noise level designated in this chapter on the basis of undue hardship and special events may be made to the City Manager or his duly authorized representative for recommendation to the City Council. Any permit granted by the City Council under this section shall contain all conditions upon which the permit has been granted and shall specify a reasonable time that the permit shall be effective. The City Council may grant the relief as applied for if the Council finds:

- A. That additional time is necessary for the applicant to alter or modify his/her activity or operation to comply with this chapter; or
- B. The activity, operation, or noise source will be of temporary duration. The noise source cannot be done in a manner that would comply with this chapter; and
- C. That no other reasonable alternative is available to the applicant; and
- D. The City Council may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or surrounding neighborhood.

18-91 Violations.

Penalty.

Each violation of the provisions of this chapter shall be deemed a misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by fine not exceeding one thousand dollars (\$1000), or both. Upon recommendation of the prosecuting attorney, the Court may reduce the charged offense from misdemeanor to an infraction, punishable under Chapter 1-9 of this Code.

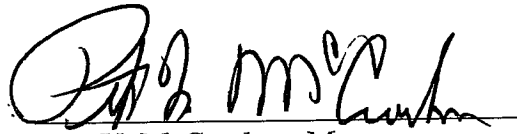
Prosecution.

Violations of this chapter shall be prosecuted in the same manner as other misdemeanor violations of the City's Code; provided, however, that in the event of violation, a written notice of intention to prosecute will be given to the alleged violator not less than five calendar days prior to the issuance of a misdemeanor complaint. No complaint shall be issued in the event the cause of violation is removed, the condition abated or fully corrected within the five-day period. In the event the alleged violator cannot be located in order to serve the notice of intention to prosecute, the notice as required in this section shall be deemed to be given upon mailing the notice by registered or certified mail to the alleged violator at his/her last known address or at the place where the violation occurred, in which event the five-day period shall commence at the date of the day following the mailing of the notice.

Section 2:

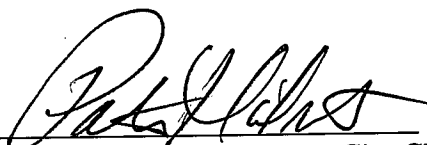
This Ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 18th day of August, 2009.


Pete V. McCracken, Mayor

ATTEST:

John 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 qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1757, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 18th day of August, 2009, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective September 17th, 2009, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

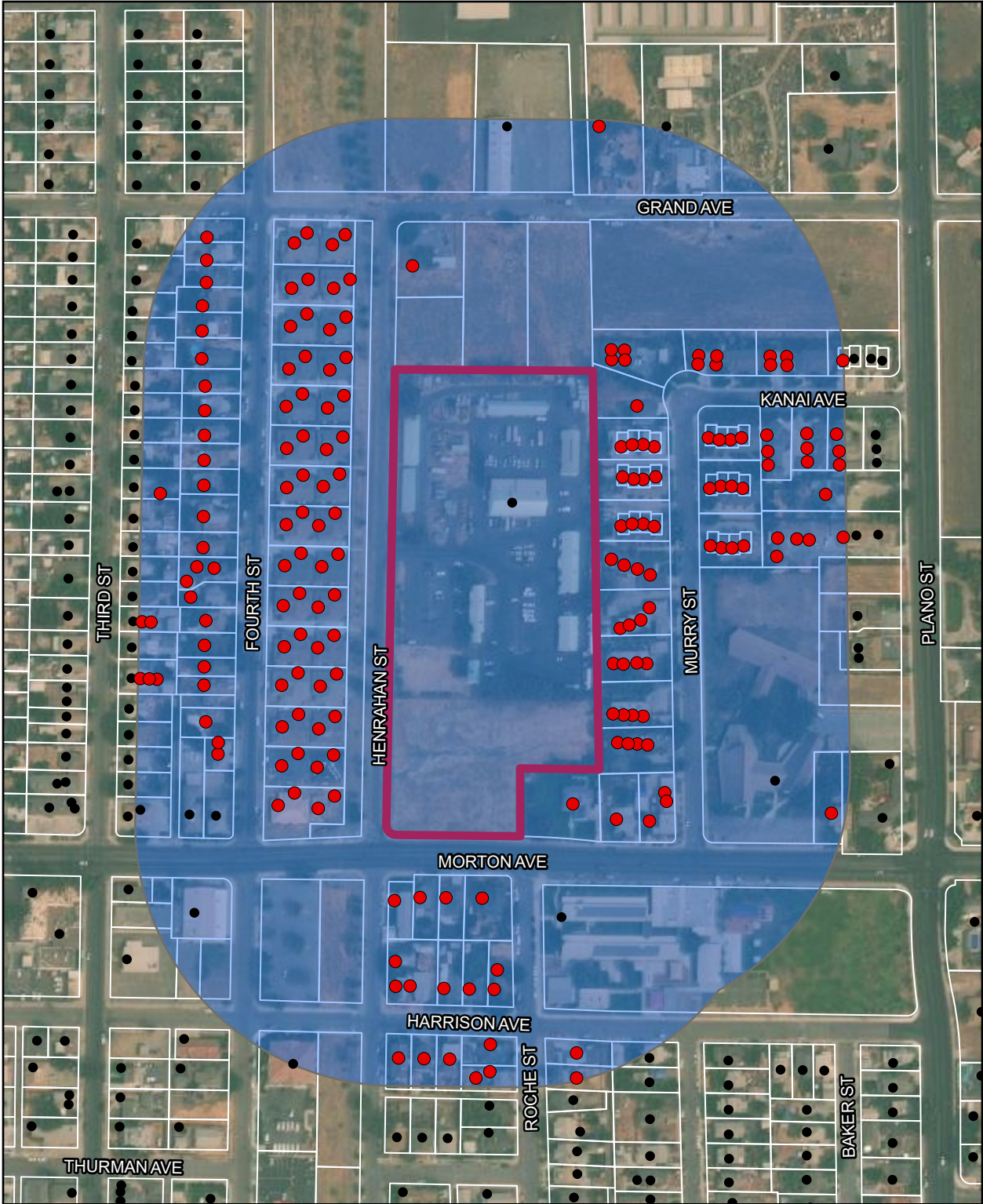
COUNCIL:	McCRACKEN	P. MARTINEZ	F. MARTINEZ	WARD	HAMILTON
AYES:	X		X	X	X
NOES:					
ABSTAIN:		X			
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Luisa Herrera, Deputy City Clerk

500 Ft Radius from USDA
USDA Parcel



-  Project Location
-  500 ft buffer
-  Address within 500 ft
-  Other addresses



1 in = 300 feet



7

	ADDRESS	FULL NAME	YES/NO	SIGNATURE	DATE
1	412 Fourth Street (Lot Home)				6/10/21
2	408 WITA Fourth Street (Lot Home)				
3	480 N Fourth Street	Roberto Gonzalez Jr	YES	[Signature]	6-12-21
4	404 N. Fourth St	ITA Coto	YES	[Signature]	6/10/21
5	464 N Fourth St	Saki Hernandez	YES	[Signature]	6-10-21
6	478 N Fourth St	Crystal Crowe	YES	[Signature]	6/10/21
7	209 E Morton	Annelle Natori	Yes	[Signature]	6-10-21
8	215 E Morton	Regelia Madrigal	YES	[Signature]	6/10/21
9	465 N. MURRY ST. APT D	Samuel Hernandez	YES	[Signature]	6/10/21
10	465 N. MURRY ST APT B	Cecilia Barrios	YES	[Signature]	6/10/21
11	445 N. MURRY ST APT D	John Mejia	Yes	[Signature]	6/10/21
12	445 N. MURRY ST APT B	James Garcia	YES	[Signature]	6/10/21
13	445 N. MURRY ST	Roberto Jr	YES	[Signature]	6/10/21
14	445 N. MURRY ST	Suzanne Morton	YES	[Signature]	6/10/21
15	Jim King 266 E Morton	JIM B KING	YES	[Signature]	June 10
16					
17					
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23					
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32					

Strategic Industry, Inc. is requesting authorization to pour concrete outside of the authorized noise ordinance. The reason for our request is to avoid heat-caused concrete issues for the USDA Sequoia National Forest Construction Project, located at 220 E. Morton Ave. The noise relief request is only for the foundation pour. All other concrete areas will be poured during normal working hours. The exact concrete pour date will be determined later and all neighbors within 500 feet will receive a week's notice.

500' RADIUS





CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Appeal of Community Development Financial Assistance Review Committee Denial of CDBG-CV Forgivable Business Loan For Black Bear Diner Porterville LP/SJVC

SOURCE: Administrative Services

COMMENT: At its meeting on June 2, 2020, the City Council approved an amendment to the 2015 5-Year Community Development Block Grant (CDBG) Consolidated Plan to incorporate the Community Development Block Grant Cares Act funding (CDBG-CV) to assist businesses with forgivable loans to help them prevent, prepare for, and respond to coronavirus. An Addendum was added to the Revolving Loan Fund (RFL) for the Business Assistance Forgivable Loan Program (BAP-CV).

On October 20, 2020, Amy Rose, Director of Operations for Black Bear Diner Porterville LP/SJVC (Black Bear) submitted an application for a BAP-CV Loan of \$50,000, to be used as working capital for Black Bear, located at 910 W. Olive Avenue, Porterville CA. In compliance with Governor Newsom's Executive Order N-33-20, Black Bear closed temporarily in June 2020, which resulted in a loss of revenue for the business. Rose worked with City staff to submit a complete CDBG-CV application to help them prevent, prepare for, and respond to coronavirus.

The BAP-CV Guidelines; under Ineligible Applicants, state that any "Companies or applicants that have received more than one notice of violation for failing to follow the executive order of the Governor" may not be eligible to receive funds. Therefore, as a component of the application approval process, each application is reviewed to ensure that the applicant does not have violations of the Executive Order of the Governor regarding social distancing mandates, with the Code Enforcement Division. During that review, staff received a copy of the letter that was mailed to Black Bear, (Attachment 1) informing the business that due to repeated violations in regards to indoor dining regulations; Section 9-15B of the Porterville City Code and Section 8665 of the Government Code on two separate dates, December 27th, 2020, and January 9, 2021, a citation was being filed by Code Enforcement Department.

On January 20, 2021, the item was presented before the Community Development Financial Assistance Review Committee (CDFARC) to make the determination whether this citation excluded Black Bear from being an eligible business for the CDBG-CV Forgivable Business Loan. CDFARC made the ineligible determination and the denial determination letter was mailed to Black

Bear on January 22, 2021.

On June 1, 2021, the appellant submitted a written appeal of CDFARC's decision to deny the CDBG-CV Forgivable Business Loan, requesting that its application be reconsidered. Therefore, staff brings this item before Council for its consideration to uphold or overturn CDFARC's decision or provide other direction to staff.

RECOMMENDATION: That the City Council consider the request for reconsideration and provide staff direction on how to proceed with the BAP-CV applicant.

ATTACHMENTS: 1. Administrative Citation Letter

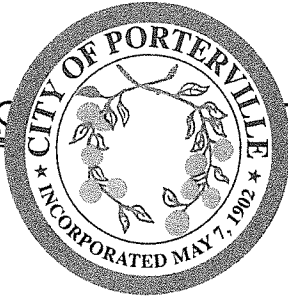
Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



Fire Department

Dave LaPere
Fire Chief

Administrative Citation

January 19, 2021

APN: 251-201-034-000

Location: 910 W Olive Ave., Porterville, CA 93257

BL #00542

Black Bear Diner Porterville
122 S Patterson Ave Ste. C-133
Santa Barbara Ca. 93111-2055

Dear Property Owner,

Please be advised the City of Porterville Code Enforcement Division is aware of a violation of the State of California's Guidelines with regard to the "Regional Stay at home Order" regarding your business, The Black Bear Diner. On December 6, 2020 staff provided the restaurant with a copy of the new orders in affect by Governor Gavin Newsom. On December 27, 2020 at approximately 2:45pm a verbal notice was given to the on-site manager by the Porterville Police Department, in reference to a complaint received. During the visit, a uniformed Porterville Police Officer observed violations of the Governor's order and advised the Manager. An additional complaint was received on January 9, 2021 at approximately 9:00am, a uniformed Porterville Police officer responded and again observed violations which were brought to the manager's attention. Due to repeated violations of Section 9-15.B. of the Porterville City Code and Section 8665 of the Government Code, enclosed is Administrative Citation #3762 in the amount of \$100 for a violation of the above listed Code Sections.

PORTERVILLE CITY CODE:

9-15: ACTS UNLAWFUL DURING DISASTERS:

It shall be unlawful for any person to perform any of the following acts during a disaster:

A. Wilfully obstruct, hinder or delay any member of the emergency services organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon him by virtue of this chapter.

B. To do any act forbidden by any lawful rules or regulations issued pursuant to this chapter, if such act is of such a nature as to give, or be likely to give, assistance to the enemy, or to imperil the lives or property of inhabitants of the city, or to prevent or delay the defense or protection thereof.

C. To wear, carry or display, without authority, any means of identification specified by the civil defense and disaster agency of the federal government or the state of California. (Ord. 987 § A, 10-6-1970)

GOVERNMENT CODE:

8665. Any person who violates any of the provisions of this chapter or who refuses or willfully neglects to obey any lawful order or regulation promulgated or issued as provided in this chapter, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine of not to exceed one thousand dollars (\$1,000) or by imprisonment for not to exceed six months or by both such fine and imprisonment. (Amended by Stats. 1983, Ch. 1092, Sec. 131. Effective September 27, 1983. Operative January 1, 1984, by Sec. 427 of Ch. 1092.)

The City of Porterville requires, that you immediately comply with the State of California's Guidelines for operation of your restaurant. The failure to comply may result in the issuance of additional Administrative Citations with fines up \$1,000.00 per occurrence, per day. If there are any questions regarding the Administrative Citation, please contact our office immediately at (559) 782-7526.

Sincerely,



Richard Garcia
Code Enforcement Officer II

Attachment

IMPORTANT - READ CAREFULLY
THE LAW REQUIRES THE FOLLOWING INFORMATION

No. **3762**

Administrative Citation

Porterville City Code Sections 2-26.3, 2-26.4 and 2-143 provide for the issuance of Administrative Citations by a Code Enforcement Officer for violation of the Porterville City Code and applicable state codes, ordinances and regulations. There are three levels of citations that can be issued progressively for a violation. The fines, as indicated on the front of the citation, are \$100.00 for the First Citation, \$200.00 for the Second Citation and \$500.00 for the Third and subsequent Citations for violations of the same ordinance within 12 months. The fines for a building or life safety Citation are \$100.00 for the First Citation, \$500.00 for the Second Citation and \$1000.00 for the Third and subsequent Citations for violations of the same ordinance within 12 months.

Pursuant to Section 12-2.20 of the Porterville City Code:

Fines for the manufacture, possession, sale, delivery, use, or discharge of dangerous fireworks within the city of Porterville shall be one thousand five hundred dollars (\$1,500.00). (Ord. 1799, 11-5-2013)

These fines are cumulative and citations may be issued each day the violation exists.

How to Pay Fine

The fine must be paid to the City of Porterville within fifteen (15) days of the issue date. The amount of the fine is indicated on the front of this Administrative Citation. You may pay by mail or in person at Porterville City Hall, Finance Department, 291 N. Main St., Porterville, CA 93257. Payment should be made by personal check, cashier's check, or money order, payable to the City of Porterville. Please write the citation number on your check or money order.

If the citation is not paid or appealed within the statutory time you will receive a "Notice of Delinquency" statement from the City's Finance Department. Please follow the instructions on the invoice to ensure proper processing of your payment. **Payment of the fine shall not excuse the failure to correct the violation nor shall it bar further enforcement action by the City of Porterville.**

Consequences of Failure to Pay the Fine

The failure of any person to pay the fine assessed by the Administrative Citation within the time specified on the citation or on the invoice from the Finance Department may result in a claim with the Small Claims Court, by a recordation of a lien or special assessment against the property upon which the violations were caused or maintained, or any legal remedy available to collect such money. The City has the authority to collect all costs associated with the filing of such actions. Failure to pay fine requirements may be found in Porterville City Code, Chapter 2, Article XIV, Section 2-152, available online at www.ci.porterville.ca.us

Consequences of Failure to Correct Violations

There are numerous enforcement options that can be used to encourage the correction of violations. These options include, but are not limited to: civil penalties, abatement, criminal prosecution, civil litigation, recording the violation with the County Recorder and forfeiture of certain State tax benefits for substandard residential rental property. These options can empower the City to collect fines up to \$100,000.00, demolish structures or make necessary repairs at the owner's expense, and to incarcerate violators. Any of these options or others may be used if the Administrative Citations do not achieve compliance.

If you need further clarification regarding payment of the citation, please call the City of Porterville Finance Department at (559) 782-7566.

If you need further information about the violations and/or how to comply, please call the City of Porterville Code Enforcement Division at (559) 782-7526.

Rights of Appeal

You have the right to appeal this administrative citation within fifteen (15) days from the citation's issue date together with an advanced deposit of the fine along with a Request for Hearing form. The form may be obtained from Porterville City Hall, 291 N. Main St., Porterville, CA 93257. The form must be in writing and returned to the address above. A properly filed appeal will result in an administrative hearing within no less than 15 days and no more than 60 working days.

A full description of the hearing process for the City's administrative hearings for Municipal Code violations and your rights in that process are found in City of Porterville Municipal Code Chapter 2, Article XIV, Section 2-150 available at City Hall or at www.ci.porterville.ca.us

Failure of any person to properly file a written appeal within fifteen (15) CONSECUTIVE days from the citation issue date shall constitute a waiver of his or her right to an administrative hearing and adjudication of the administrative citation or any portion thereof and acceptance for the responsibility to pay the total amount of the fine.

ADMINISTRATIVE CITATION
CITY OF PORTERVILLE

40 W. Cleveland Ave.

Porterville, CA 93257

(559) 782-7526

www.ci.porterville.ca.us

Business
License #00542

Name (First, Middle, Last) <i>Black Bear Diner, Porterville</i>			
Address <i>122 S. Patterson Ave Ste. C-133</i>			
City <i>Santa Barbara</i>	State <i>CA</i>	Zip Code <i>93111-2055</i>	
Driver Lic. No.	State	Class	DOB / /

Date: *1/15/21* Time: *2:58pm*

Location of violation: *910 W Olive Ave, Porterville*
Black Bear Restaurant

☒ 1st Citation ☐ 2nd Citation ☐ 3rd Citation ☐ Citation

FINE AMOUNT \$ *\$100.00*

☒ Building or Life Safety Violation ☐ Fireworks Violation

This violation was originally brought to your attention on *12/6/20, 12/27/20*, and you have not corrected or resolved the violation(s) as of the citation date. *Second on 1/9/21*

Code Section:	Description of Violation(s):
<i>* City Code 9-15 B, Unlawful Act during a disaster</i>	
<i>* Government Code Section 8665, for violations of State of California Guidelines with regards to "Regional Stay at Home order"</i>	
Correction(s) Required by Date: <i>Immediate Compliance with the State "Regional Stay at Home order"</i>	
<i>* Currently there is no indoor or outdoor dining allowed.</i>	

Receipt acknowledged by ☒ *Sent via mail*

Date: *1/15/21*

☒ If checked, this Administrative Citation was mailed via 1st Class U.S. Mail, Return Receipt Requested, with a copy sent via 1st Class U.S. Mail

Signature of Officer <i>[Signature]</i>	Printed name of Officer <i>Richard Garcia</i>	ID# <i>EP #4</i>
--	--	---------------------

Violations cleared as of _____ (date inspected)

Request For Hearing

☐ Check this box if you would like to contest this citation and request a hearing on the matter before the Administrative Hearing Officer. A "Request for Hearing" form must be completed along with an advanced deposit of the full amount of the fine.

White - Code Enf. Div.

Yellow - Violator

Pink - Book

7020 0090 0002 0139 7707

U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT	
<i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To <u>Black Bear Diner Rvile</u>	
Street and Apt. No., or PO Box No. <u>172 S. Patterson Ave Ste C-133</u>	
City, State, ZIP+4® <u>Santa Barbara Ca 93111</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



CITY COUNCIL AGENDA – JULY 6, 2021

SUBJECT: Adoption of Annual Appropriation Limit

SOURCE: Finance

COMMENT: Article XIII-B of the California Constitution requires that each governmental agency must adopt an appropriation limit each fiscal year. This limit represents the maximum amount of tax revenue that can be appropriated during the fiscal year.

The State Department of Finance has provided the percentage change in population of the City of Porterville as well as the percentage change in per capita personal income for the 2021-2022 fiscal year calculation. Based on the information and the guidelines established by the State, the appropriation limit for the 2021-2022 fiscal year is \$82,650,411. With the proceeds of taxes estimated at \$33,875,666 for the adopted 2021-2022 fiscal year budget, the City continues to appropriate well beneath the maximum limit allowed by law.

RECOMMENDATION: That the City Council approve the attached Resolution adopting the appropriation limit of \$82,650,411 for the 2021-2022 Fiscal Year.

ATTACHMENTS:

1. Resolution - Appropriation Limit
2. Appropriation Limit Calculation Worksheet

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 SETTING THE APPROPRIATION LIMIT FOR THE
2021-2022 FISCAL YEAR

WHEREAS: Article XIII – B of the California Constitution requires that each governmental agency adopt an appropriation limit each fiscal year; and

WHEREAS: The State of California has presented the guidelines for the consumer price index, the per capita personal income and the population data for local governments to compute the appropriation limit.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the appropriation limit of \$82,650,411 for the 2021-2022 fiscal year as computed on the attached worksheet.

PASSED, APPROVED AND ADOPTED this 6th day of July, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**CITY OF PORTERVILLE
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2021-2022**

<u>PROCEEDS OF TAXES CALCULATION</u>				<u>APPROPRIATION LIMIT CALCULATION</u>			
	[1] PROCEEDS OF TAXES	PROCEEDS OTHER THAN TAXES	TOTAL ESTIMATED REVENUES	YEAR	[2] CALIFORNIA PCPI CHANGE	[3] POPULATION CHANGE	LIMIT
PROPERTY TAXES	\$ 8,087,000		\$ 8,087,000	1986-1987	BASE YEAR		\$ 10,422,371
SALES & USE TAXES	20,040,968		20,040,968	1987-1988	3.47%	1.75%	10,972,748
UTILITY USERS TAX	4,000,000		4,000,000	1988-1989	4.66%	2.27%	11,744,767
TRANSIENT OCCUPANCY TAX	575,000		575,000	1989-1990	5.19%	8.28%	13,377,258
BUSINESS LICENSE	425,000		425,000	1990-1991	4.21%	7.03%	14,920,454
OTHER TAXES	365,000		365,000	1991-1992	4.14%	3.79%	16,127,057
SPECIAL BENEFIT ASSESSMENTS		\$ 404,224	404,224	1992-1993	-0.64%	4.51%	16,746,519
FRANCHISE FEES		1,651,134	1,651,134	1993-1994	2.72%	4.26%	17,934,831
PERMITS		632,100	632,100	1994-1995	0.71%	3.63%	18,717,825
REVENUE FROM STATE				1995-1996	4.72%	2.40%	20,071,738
MOTOR VEHICLE IN LIEU	43,000		43,000	1996-1997	4.67%	2.85%	21,607,847
HOMEOWNERS RELIEF	24,000		24,000	1997-1998	4.67%	2.71%	23,229,852
OTHER REV FR STATE		12,483,337	12,483,337	1998-1999	4.53%	2.05%	24,779,949
OTHER INTERGOVTAL REV		36,320,711	36,320,711	1999-2000	4.91%	1.61%	26,415,190
USE OF MONEY & PROPERTY				2000-2001	7.82%	1.33%	28,859,653
INTEREST	315,698	950,052	1,265,750	2001-2002	-1.27%	2.07%	29,082,943
RENT		529,372	529,372	2002-2003	2.31%	2.56%	30,516,481
FINES & FORFIETURES		122,200	122,200	2003-2004	3.28%	2.43%	32,283,295
CHARGES FOR SERVICES		48,236,613	48,236,613	2004-2005	5.26%	2.45%	34,813,941
OTHER REVENUES		614,717	614,717	2005-2006	3.96%	2.18%	36,981,571
				2006-2007	4.42%	14.26%	44,122,820
	<u>\$33,875,666</u>	<u>\$ 101,944,460</u>	<u>\$ 135,820,126</u>	2007-2008	4.29%	1.99%	46,931,401
				2008-2009	0.62%	1.79%	48,067,656
				2010-2011	-2.54%	1.98%	47,774,303
				2011-2012	2.51%	1.47%	49,693,348
				2012-2013	3.77%	1.28%	52,226,842
				2013-2014	5.12%	0.92%	55,405,944
				2014-2015	-0.23%	0.75%	55,693,099
				2015-2016	3.82%	0.75%	58,254,230
				2016-2017	5.37%	5.39%	64,690,998
				2017-2018	3.69%	1.13%	67,836,078
				2018-2019	3.67%	1.14%	71,127,375
				2019-2020	3.85%	0.79%	74,449,319
				2020-2021	3.73%	0.73%	77,790,030
				2021-2022	5.73%	0.49%	82,650,411
				PROCEEDS OF TAXES			<u>\$ 33,875,666</u>
				PROCEEDS OF TAXES UNDER APPROPRIATION LIMIT			<u>\$48,774,745.13</u>

[1] Per City of Porterville 2021-2022 Interim Annual Budget adopted by City Council on June 15, 2021.

[2] Per State Department of Finance (per capita personal income).

[3] Per State Department of Finance (population growth of City or County, whichever is greater).

CITY OF PORTERVILLE
APPROPRIATION LIMIT DOCUMENTATION
FISCAL YEAR 2021-2022

	GENERAL	MEAS H	MEAS I	SPECIAL GAS TAX	LTF	TRAFFIC SAFETY	ZALUD ESTATE	CDBG	TRANSIT	COPS	SEWER OPER	SOLID WASTE	AIRPORT	GOLF COURSE	WATER OPER	GEN GOV DEBT SERV
PROPERTY TAXES	8,083,000												4,000			
SALES & USE TAXES	6,771,812	4,423,052	8,846,104													
UTILITY USERS TAX	4,000,000															
TRANSIENT OCCUPANCY TAX	575,000															
BUSINESS LICENSE	425,000															
OTHER TAXES	365,000															
SPECIAL BENEFIT ASSESSMENTS										249,471						
FRANCHISE FEES	1,651,134															
PERMITS	632,100															
REVENUE FROM STATE																
VEHICLE LICENSE FEES IN EX	43,000															
HOMEOWNERS RELIEF	24,000															
OTHER REV FR STATE	155,000			3,370,927				742,754	180,000			20,000	10,000			
OTHER INTERGOVTAL REV	100,000			827,420	16,897,488			1,249,072	11,326,731							
USE OF MONEY & PROPERTY																
INTEREST	175,000	10,000	75,000	20,000	125,000	200	500	30,000			30,000		40,000		70,000	
RENT	222,414										112,596		173,353			
FINES & FORFIETURES	22,200					100,000										
CHARGES FOR SERVICES	4,875,590	1,000	2,000				4,700		416,300		6,731,990	6,114,623	1,305,600	193,000	12,901,906	
OTHER REVENUES	59,000						650	300	160,500		17,288	16,243	600	800	13,374	
	28,179,250	4,434,052	8,923,104	4,218,347	17,022,488	100,200	5,850	2,022,126	12,083,531	0	7,141,345	6,150,866	1,533,553	193,800	12,985,280	0
	RISK MGMT	EQUIP MAINT	LMD	WATER REPLACE	SOLID WASTE RES	SEWER REVOLV	TRANSPORT IMPACT	PARK DEVEL	WWTP RESERVE	STORM DRAIN DEVELOP	BLDG CONSTR	GEN FUND EQUIP REPL	AIRPORT REPL AND DEVEL	GOLF COURSE REPL	EQUIP MAINT REPL	TOTAL ESTIMATED REVENUES
PROPERTY TAXES																8,087,000
SALES & USE TAXES																20,040,968
UTILITY USERS TAX																4,000,000
TRANSIENT OCCUPANCY TAX																575,000
BUSINESS LICENSE																425,000
OTHER TAXES																365,000
SPECIAL BENEFIT ASSESSMENTS			154,753													404,224
FRANCHISE FEES																1,651,134
PERMITS																632,100
REVENUE FROM STATE																
MOTOR VEHICLE IN LIEU																43,000
HOMEOWNERS RELIEF																24,000
OTHER REV FR STATE				7,854,656								150,000				12,483,337
OTHER INTERGOVTAL REV				5,500,000								150,000	270,000			36,320,711
USE OF MONEY & PROPERTY																
INTEREST	10,000	2,000		230,000	90,000	100,000	15,000	50	100,000	20,000	1,000	100,000	4,000	3,000	15,000	1,265,750
RENT		21,009														529,372
FINES & FORFIETURES																122,200
CHARGES FOR SERVICES	7,434,916	3,678,251		726,503	833,442	395,221	200,000	100,000	735,371	200,000		1,100,000	84,186	51,408	150,606	48,236,613
OTHER REVENUES	800			155,162		45,000			125,000			20,000				614,717
	7,445,716	3,701,260	154,753	14,466,321	923,442	540,221	215,000	100,050	960,371	220,000	1,000	1,520,000	358,186	54,408	165,606	135,820,126

* Source:

City of Porterville 2021-2022 Annual Budget adopted by City Council on June 15, 2021.



CITY COUNCIL AGENDA – JULY 6, 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 15, 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 sixty-one (61) Executive Orders in support of the State addressing and mitigating COVID-19 impacts, several of which are pertinent to the City. On June 11, 2021, Governor Newsom issued two Executive Orders to terminate the Stay-at-Home Order (Executive Order N-07-21), as well as to begin the wind down of other previous Executive Orders related to the pandemic (Executive Order N-08-21).

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 became 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 potentially to 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-one (61) 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 to wear face coverings when 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. When the Blueprint for a Safer Economy was retired on June 15, 2021, Tulare County was in the Orange (Moderate) tier given its daily positive case rate per 100,000 population exceeded two (1.5 at the time of the report), however, the positivity rate met the Yellow (Minimal) tier requirement of less than two percent (1.5% at the time of the report). As of June 15, 2021, there were 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. As of June 15, 2021, the San Joaquin Valley region had 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 to June 30, 2021. At its meeting on June 15, 2021, the Council extended the outdoor dining permit through January 2, 2022.

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 seconds

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
44. Governor Newsom Executive Order N-07-21 - Stay-at-Home Order Rescinded
45. Governor Newsom Executive Order N-08-21 - Executive Orders Rescinded

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 22-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE TO
PROCLAIM THE EXISTENCE OF A LOCAL EMERGENCY**

RESOLVED, by the City Council (the “Council”) of the City of Porterville (the “City”),
as follows:

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease which the
Centers for Disease Control and Prevention (CDC) considers to be a very serious public health
threat with outcomes ranging from mild to severe sickness and death; and

WHEREAS, COVID-19 is easily transmissible from person to person and has spread
globally to over 118 countries, infected more than 125,000, and killed more than 4,000 as of
March 11, 2020 per the World Health Organization (WHO); and

WHEREAS, on January 31, 2020, the United States Department of Public Health and
Human Services declared a public emergency for COVID-19 beginning on January 27, 2020;
and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency
in the State of California due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 11, 2020, WHO made the assessment that COVID-19 can be
characterized as a pandemic; and

WHEREAS, on March 12, 2020, Tulare County declared an emergency due to the
confirmed case of COVID-19 at Sierra View Medical Center in the city of Porterville, thus
enabling Tulare County to take extraordinary measures; and

WHEREAS, on March 13, 2020, Governor Newsom announced that California public
health officials have determined that gatherings of more than 250 people should be postponed or
canceled across the State at least until the end of March; and

WHEREAS, COVID-19 therefore and will continue to cause conditions of peril to the
health, safety, and welfare of persons and property in the City of Porterville; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 requires the City to divert resources from normal day-to-day operations, and has and will continue to impose extraordinary requirements on and expenses to the City; and

WHEREAS, the City Council hereby finds that the above described conditions related to the COVID-19 outbreak does warrant and necessitate the proclamation of the existence of a local emergency in the city of Porterville.

NOW, THEREFORE, it is hereby **DECLARED** and **ORDERED**, as follows:

1. The proclamation of existence of a local emergency exists throughout the City of Porterville.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Porterville.
3. As required by law, the City Council shall review the need to continue the state of emergency every thirty (30) days until this Resolution is terminated.

PASSED, APPROVED, AND ADOPTED this 17th day of March, 2020.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 17th day of March, 2020.

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

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

JOHN D. LOLLIS, City Clerk


By: Fernando Gabriel-Moraga, Deputy City Clerk

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS in December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, impacting more than 75 countries, including the United States; and

WHEREAS the State of California has been working in close collaboration with the national Centers for Disease Control and Prevention (CDC), with the United States Health and Human Services Agency, and with local health departments since December 2019 to monitor and plan for the potential spread of COVID-19 to the United States; and

WHEREAS on January 23, 2020, the CDC activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and

WHEREAS on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and on March 2, 2020, the Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

WHEREAS the California Department of Public Health has been in regular communication with hospitals, clinics and other health providers and has provided guidance to health facilities and providers regarding COVID-19; and

WHEREAS as of March 4, 2020, across the globe, there are more than 94,000 confirmed cases of COVID-19, tragically resulting in more than 3,000 deaths worldwide; and

WHEREAS as of March 4, 2020, there are 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties are in home monitoring based on possible travel-based exposure to the virus, and officials expect the number of cases in California, the United States, and worldwide to increase; and

WHEREAS for more than a decade California has had a robust pandemic influenza plan, supported local governments in the development of local plans, and required that state and local plans be regularly updated and exercised; and

WHEREAS California has a strong federal, state and local public health and health care delivery system that has effectively responded to prior events including the H1N1 influenza virus in 2009, and most recently Ebola; and

WHEREAS experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

WHEREAS it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases in California, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities and within the healthcare delivery system; and

WHEREAS personal protective equipment (PPE) is not necessary for use by the general population but appropriate PPE is one of the most effective ways to preserve and protect California's healthcare workforce at this critical time and to prevent the spread of COVID-19 broadly; and

WHEREAS state and local health departments must use all available preventative measures to combat the spread of COVID-19, which will require access to services, personnel, equipment, facilities, and other resources, potentially including resources beyond those currently available, to prepare for and respond to any potential cases and the spread of the virus; and

WHEREAS I find that conditions of Government Code section 8558(b), relating to the declaration of a State of Emergency, have been met; and

WHEREAS I find that the conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in California.

IT IS HEREBY ORDERED THAT:

1. In preparing for and responding to COVID-19, all agencies of the state government use and employ state personnel, equipment, and facilities or perform any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan, as well as the California Department of Public Health and the Emergency Medical Services Authority. Also, all residents are to heed the advice of emergency officials with regard to this emergency in order to protect their safety.
2. As necessary to assist local governments and for the protection of public health, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of COVID-19.
3. Any out-of-state personnel, including, but not limited to, medical personnel, entering California to assist in preparing for, responding to, mitigating the effects of, and recovering from COVID-19 shall be permitted to provide services in the same manner as prescribed in Government Code section 179.5, with respect to licensing and certification. Permission for any such individual rendering service is subject to the approval of the Director of the Emergency Medical Services Authority for medical personnel and the Director of the Office of Emergency Services for non-medical personnel and shall be in effect for a period of time not to exceed the duration of this emergency.
4. The time limitation set forth in Penal Code section 396, subdivision (b), prohibiting price gouging in time of emergency is hereby waived as it relates to emergency supplies and medical supplies. These price gouging protections shall be in effect through September 4, 2020.
5. Any state-owned properties that the Office of Emergency Services determines are suitable for use to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services for this purpose, notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.
6. Any fairgrounds that the Office of Emergency Services determines are suitable to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and can immediately use the fairgrounds without the fairground board of directors' approval, and

notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.

7. The 30-day time period in Health and Safety Code section 101080, within which a local governing authority must renew a local health emergency, is hereby waived for the duration of this statewide emergency. Any such local health emergency will remain in effect until each local governing authority terminates its respective local health emergency.
8. The 60-day time period in Government Code section 8630, within which local government authorities must renew a local emergency, is hereby waived for the duration of this statewide emergency. Any local emergency proclaimed will remain in effect until each local governing authority terminates its respective local emergency.
9. The Office of Emergency Services shall provide assistance to local governments that have demonstrated extraordinary or disproportionate impacts from COVID-19, if appropriate and necessary, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
10. To ensure hospitals and other health facilities are able to adequately treat patients legally isolated as a result of COVID-19, the Director of the California Department of Public Health may waive any of the licensing requirements of Chapter 2 of Division 2 of the Health and Safety Code and accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat legally isolated patients while protecting public health and safety. Any facilities being granted a waiver shall be established and operated in accordance with the facility's required disaster and mass casualty plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
11. To support consistent practices across California, state departments, in coordination with the Office of Emergency Services, shall provide updated and specific guidance relating to preventing and mitigating COVID-19 to schools, employers, employees, first responders and community care facilities by no later than March 10, 2020.
12. To promptly respond for the protection of public health, state entities are, notwithstanding any other state or local law, authorized to share relevant medical information, limited to the patient's underlying health conditions, age, current condition, date of exposure, and possible contact tracing, as necessary to address the effect of the COVID-19 outbreak with state, local, federal, and nongovernmental partners, with such information to be used for the limited purposes of monitoring, investigation and control, and treatment and coordination of care. The

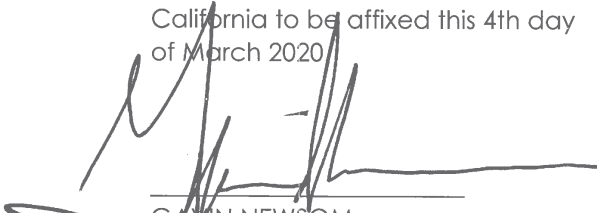
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

13. Notwithstanding Health and Safety Code sections 1797.52 and 1797.218, during the course of this emergency, any EMT-P licensees shall have the authority to transport patients to medical facilities other than acute care hospitals when approved by the California EMS Authority. In order to carry out this order, to the extent that the provisions of Health and Safety Code sections 1797.52 and 1797.218 may prohibit EMT-P licensees from transporting patients to facilities other than acute care hospitals, those statutes are hereby suspended until the termination of this State of Emergency.

14. The Department of Social Services may, to the extent the Department deems necessary to respond to the threat of COVID-19, waive any provisions of the Health and Safety Code or Welfare and Institutions Code, and accompanying regulations, interim licensing standards, or other written policies or procedures with respect to the use, licensing, or approval of facilities or homes within the Department's jurisdiction set forth in the California Community Care Facilities Act (Health and Safety Code section 1500 et seq.), the California Child Day Care Facilities Act (Health and Safety Code section 1596.70 et seq.), and the California Residential Care Facilities for the Elderly Act (Health and Safety Code section 1569 et seq.). Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 4th day
of March 2020



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**PROCLAMATIONS**

Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak

Issued on: March 13, 2020



In December 2019, a novel (new) coronavirus known as SARS-CoV-2 (“the virus”) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. I have taken sweeping action to control the spread of the virus in the United States, including by suspending entry of foreign nationals seeking entry who had been physically present within the prior 14 days in certain jurisdictions where COVID-19 outbreaks have occurred, including the People’s Republic of China, the Islamic Republic of Iran, and the Schengen Area of Europe. The Federal Government, along with State and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories. On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic, as the rates of infection continue to rise in many locations around the world and across the United States.

The spread of COVID-19 within our Nation’s communities threatens to strain our Nation’s healthcare systems. As of March 12, 2020, 1,645 people from 47 States have been infected with the virus that

causes COVID-19. It is incumbent on hospitals and medical facilities throughout the country to assess their preparedness posture and be prepared to surge capacity and capability. Additional measures, however, are needed to successfully contain and combat the virus in the United States.

NOW, THEREFORE, I, DONALD J. TRUMP, President of the United States, by the authority vested in me by the Constitution and the laws of the United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601 *et seq.*) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), do hereby find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020. Pursuant to this declaration, I direct as follows:

Section 1. Emergency Authority. The Secretary of HHS may exercise the authority under section 1135 of the SSA to temporarily waive or modify certain requirements of the Medicare, Medicaid, and State Children's Health Insurance programs and of the Health Insurance Portability and Accountability Act Privacy Rule throughout the duration of the public health emergency declared in response to the COVID-19 outbreak.

Sec. 2. Certification and Notice. In exercising this authority, the Secretary of HHS shall provide certification and advance written notice to the Congress as required by section 1135(d) of the SSA (42 U.S.C. 1320b-5(d)).

Sec. 3. General Provisions. (a) Nothing in this proclamation shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This proclamation shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This proclamation is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

IN WITNESS WHEREOF, I have hereunto set my hand this thirteenth day of March, in the year of our Lord two thousand twenty, and of the Independence of the United States of America the two hundred and forty-fourth.

DONALD J. TRUMP



Health & Human Services Agency COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: March 17, 2020

Public Hearing Required	Yes ☐	N/A ☒
Scheduled Public Hearing w/Clerk	Yes ☐	N/A ☒
Published Notice Required	Yes ☐	N/A ☒
Advertised Published Notice	Yes ☐	N/A ☒
Meet & Confer Required	Yes ☐	N/A ☒
Electronic file(s) has been sent	Yes ☒	N/A ☐
Budget Transfer (Aud 308) attached	Yes ☐	N/A ☒
Personnel Resolution attached	Yes ☐	N/A ☒
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes ☐	N/A ☒

CONTACT PERSON: Andrew Lockman PHONE: 624-8000

SUBJECT: Ratify Proclamations of Emergency for COVID-19

REQUEST(S):

That the Board of Supervisors:

1. Ratify a Proclamation of Local Emergency issued by the County Coordinator of Emergency Services on March 11, 2020 due to COVID-19; and
2. Ratify a Proclamation of Local Health Emergency issued by the County Health Officer on March 11, 2020 due to COVID-19.

SUMMARY:

As has been widely covered in the media, the COVID-19 outbreak originated in China beginning in December 2019. The Tulare County Department of Public Health, in cooperation with all Tulare County departments and numerous healthcare and community partners, has been actively monitoring and proactively preparing for COVID-19 since early January 2020.

Since that time, cases have been reported worldwide along with numerous deaths resulting from the disease. California has had numerous cases resulting from travel, person-to-person contact, and community spread. On March 4, 2020, Governor Newsom proclaimed a State of Emergency for COVID-19 after the first COVID-19 related death in California. Since that date, confirmed cases have also occurred in neighboring Fresno and Madera Counties.

On March 11, 2020, Tulare County had its first confirmed positive COVID-19 case. As a result, the County implemented a contingency plan under which the County's Coordinator of Emergency Services proclaimed a Local Emergency, and the County

SUBJECT: Ratify Proclamations of Emergency due to COVID-19
DATE: March 17, 2020

Health Officer proclaimed a Local Health Emergency, to enable the County to take all necessary response actions to combat the effects of the disease. Pursuant to California Government Code section 8630(b), these proclamations must be ratified within seven (7) days by the Board of Supervisors in order to remain in effect.

The Governor's State of Emergency dated March 4, 2020, waives statutory requirements to renew emergency proclamations for COVID-19, so these local proclamations will remain in effect until terminated by the Tulare County Board of Supervisors.

As a matter of information, local public health emergencies due to the threat posed by COVID-19 also have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes.

FISCAL IMPACT/FINANCING:

There is no cost associated with proclaiming or terminating a local emergency or local health emergency. The proclamation of local emergency contains a request for California Disaster Assistance Act funding, which may result in cost recovery of extraordinary response costs associated with this incident.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Safety and Security initiative, with a directive to plan and provide coordinated emergency preparedness, response, recovery and mitigation capabilities for both natural and man-made disasters. These proclamations support the County's emergency response and coordination efforts by ensuring all necessary actions can be taken to mitigate the spread of disease.

ADMINISTRATIVE SIGN-OFF:



Timothy W. Lutz
Agency Director

Cc: County Administrative Office

Attachment(s) Proclamation of Local Emergency
Proclamation of Local Health Emergency

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF RATIFY PROCLAMATIONS) Resolution No. _____
OF EMERGENCY DUE TO COVID-19) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Ratified a Proclamation of Local Emergency issued by the County Coordinator of Emergency Services on March 11, 2020 due to COVID-19; and
2. Ratified a Proclamation of Local Health Emergency issued by the County Health Officer on March 11, 2020 due to COVID-19.

**PROCLAMATION OF A LOCAL EMERGENCY
BY THE DIRECTOR OF EMERGENCY SERVICES**

WHEREAS, Government Code section 8630 and Tulare County Ordinance Code section 1-15-1030 authorize the Director of Emergency Services to proclaim a local emergency when the County of Tulare ("County") is threatened by conditions of disaster or extreme peril to the safety of persons and property within the County that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County, and the Board of Supervisors is not in session; and

WHEREAS, the Director of Emergency Services hereby finds:

Conditions of extreme peril to the safety of persons and property have arisen within the County due to the following:

A novel coronavirus (named "COVID-19") was first detected in Wuhan City, Hubei Province, China, in December 2019. The U.S. Centers for Disease Control and Prevention ("CDC") considers the virus to be a very serious public health threat, based on current information. In part, the virus is considered a serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

The number of reported cases of COVID-19 has escalated dramatically over a short period of time. To date, worldwide there are over 125,000 confirmed cases of COVID-19 and over 4,600 deaths from COVID-19. Cases of COVID-19, though concentrated in China, have been reported in one hundred twenty-two countries, including the United States, and include individuals who never visited China. Transmission from an asymptomatic individual has been documented. In the U.S., there have been 939 total cases of COVID-19 confirmed to date in 41 different states, and at least 29 deaths reported.

The World Health Organization has declared the outbreak to be a global health emergency. Actions are being taken to protect public health and limit the spread of COVID-19 in the United States.

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California. There are now almost 200 confirmed cases in California spanning some 24 counties and at least four deaths have been reported in California due to COVID-19.

Local public health emergencies due to the threat posed by COVID-19 have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes; and

Tulare County has a population of over 450,000 residents, many of whom travel frequently for business or personal reasons. The Health Officer of the County of Tulare has determined that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Tulare County, and has declared a Local Health Emergency as a result.

These conditions are beyond the control of the services, personnel, equipment, and facilities of the County and require the combined forces of other political subdivisions to combat.

WHEREAS, on March 11, 2020, a Tulare County resident tested positive for COVID-19; and

WHEREAS, based on the experience of other California communities, it can reasonably be expected that other positive tests will soon follow; and

WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

WHEREAS, during a local emergency, the Director of Emergency Services or other individual authorized to serve in that capacity under Tulare County Ordinance Code sections 1-15-1031 and 1-15-1032 is empowered by Tulare County Ordinance Code section 1-15-1025 to issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, that such rules and regulations must be confirmed at the earliest possible time by the Board of Supervisors; and

WHEREAS, the Director of Emergency Services is unavailable to issue a proclamation as he is currently outside of Tulare County and has authorized his successor, the County's Coordinator of Emergency Services (Assistant County Administrative Officer), as designated in Tulare County Ordinance Code sections 1-15-1010 (c) and 1-15-1030 (g) to exercise the powers of Director of Emergency Services as provided for in Tulare County Ordinance Code section 1-15-1030 (h) and thereby to issue this proclamation of local emergency; and

WHEREAS, the Tulare County Health Department must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to COVID-19; and

NOW THEREFORE, the Tulare County Coordinator of Emergency Services hereby:

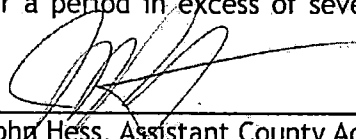
1. Proclaims that a local emergency, as defined in Government Code Section 8558 and Tulare County Ordinance Code Section 1-15-1005, now exists within the County due to the presence of COVID-19; and
2. Requests that the Governor of the State of California request a federal declaration to provide assistance, including, but not limited to, California Disaster Assistance Act ("CDAA"); and
3. Orders that the Tulare County Health Department must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to COVID-19.

The local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the Board of Supervisors.

Date: March 11, 2020

Time: 10:33 pm

By:


John Hess, Assistant County Administrative Officer
and Emergency Services Coordinator

APPROVED AS TO FORM:
COUNTY COUNSEL

/s/ Jennifer M. Shiffert
Deputy
Matter No. 2020217

Jlk/03-11-2020/2020217/1444043

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277
559-624-8480



**PROCLAMATION OF LOCAL HEALTH EMERGENCY
REGARDING NOVEL CORONAVIRUS (COVID-19)**

WHEREAS, California Health and Safety Code section 101080 and Tulare County Ordinance Code section 1-15-1033 authorize the local health officer to declare a local health emergency in the health officer's jurisdiction, or any part thereof, whenever the health officer reasonably determines that there is an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

WHEREAS, the local health emergency shall not remain in effect after 7 days from the date of this declaration unless it has been ratified by the County of Tulare's Board of Supervisors; and

WHEREAS, the Health Officer of the County of Tulare makes the following findings:

A novel coronavirus (named "COVID-19") was first detected in Wuhan City, Hubei Province, China, in December 2019. The U.S. Centers for Disease Control and Prevention ("CDC") considers the virus to be a very serious public health threat, based on current information. In part, the virus is considered a serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation, but are poorly characterized at this time. The best information to date suggests that the virus is spread between people primarily via respiratory droplets produced when an infected person coughs or sneezes. Symptoms of the virus include fever, cough, and shortness of breath, and infected individuals have experienced a range of outcomes, from mild sickness to severe illness and death. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

The number of reported cases of COVID-19 has escalated dramatically over a short period of time. To date, worldwide there are over 125,000 confirmed cases of COVID-19 and over 4,600 deaths from COVID-19. Cases of COVID-19, though concentrated in China, have been reported in 122 counties, including the United States. Confirmed cases of COVID-19 include individuals who never visited China. Transmission from an asymptomatic individual has been documented. The World Health Organization has declared the outbreak to be a global health emergency.

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California.

**DECLARATION OF LOCAL HEALTH EMERGENCY
REGARDING NOVEL CORONAVIRUS (COVID-19)**

There are now almost 200 confirmed cases in California spanning 24 counties, and 4 deaths have been reported in California due to COVID-19.

Local public health emergencies due to the threat posed by COVID-19 have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes.

Tulare County has a population of over 450,000 residents, many of whom travel frequently for business or personal reasons. As of March 11, 2020 there are 939 total cases of COVID-19 in the United States and 29 deaths. 41 states have reported cases.

WHEREAS, on March 11, 2020, a Tulare County resident tested positive for COVID-19; and

WHEREAS, based on the experience of other California communities, it can reasonably be expected that other positive tests will soon follow; and

WHEREAS, the Health Officer of the County of Tulare does hereby find that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Tulare County; and

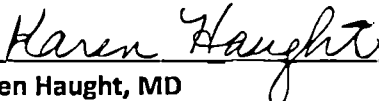
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

NOW, THEREFORE, the Health Officer of the County of Tulare hereby proclaims and declares that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19.

Date: March 11, 2020

Time: 10:50 pm

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By /s/Jennifer M. Shiffert
Deputy
Matter No. 2020217

Jlk/03-11-2020/2020217/1444044.DOCX



TULE RIVER INDIAN TRIBE OF CALIFORNIA

IN THE MATTER OF:

Resolution to Formally Declare a State of
Emergency for the Tule River Tribe of The)
Tule River Reservation of California)

RESOLUTION NO. FY2020-100

BE IT RESOLVED BY THE COUNCIL OF THE TULE RIVER INDIAN TRIBE:

WHEREAS, the Tule River Indian Tribe (the "Tribe") is a federally recognized Indian tribe organized pursuant to the Constitution and Bylaws of the Tule River Indian Tribe approved January 15, 1936 ("Constitution"); and

WHEREAS, pursuant to Article III, Section 1 of the Constitution the governing body of the Tribe is the Tribal Council and pursuant to Article VI, Section 1 of its Constitution it has the power to promulgate ordinance for the purpose of safeguarding the peace and safety of residents of the reservation and to adopt resolutions regulating the procedure of tribal agencies of the reservation; and

WHEREAS, On March 4th 2020, a proclaimed State of Emergency exists in the State of California, as result of the threat of COVID-19; and

WHEREAS, despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS, for the safety and protection of the public health within the jurisdiction of the Tribe for the Tribe and/or its governmental agencies to obtain emergency support and funding from Federal, state and local agencies; and

WHEREAS, the Tule River Tribal Council desires to consider state and local recommendation deemed necessary in the interests of the public health, issue guidance limiting or recommend limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved thereby constituting a force majeure; and

WHEREAS, in the interest of public health and safety, it is necessary to exercise my authority under Constitution of the governing body of the Tribe to ensure adequate response and address potential issues related to the threat of COVID-19; and

NOW THEREFORE BE IT RESOLVED, the Tribal Council hereby declares a State of Emergency for the safety and protection of the public health within the jurisdiction of the Tribe for the Tribe and/or its governmental agencies to obtain emergency support and funding from Federal, state and local agencies

Page 2.

Resolution No. FY2020-100

BE IT FURTHER RESOLVED that this resolution has not been amended or rescinded in any way.

CERTIFICATION

UPON MOTION OF COUNCIL MEMBER **Zachary Janoko** SECONDED BY COUNCIL MEMBER **Steve M. Peyron, Jr.**, THE FOREGOING WAS ADOPTED BY THE TULE RIVER TRIBAL COUNCIL AT A DULY CALLED MEETING HELD ON **Friday, March 13, 2020**, AT WHICH A QUORUM WAS PRESENT BY THE FOLLOWING VOTES:

AYES: 8

NOES: 0

ABSTAIN 0


NEIL PEYRON, CHAIRMAN
TULE RIVER TRIBAL COUNCIL


HEATHER TERAN, SECRETARY
TULE RIVER TRIBAL COUNCIL

ATTEST TO:


RECORDING SECRETARY

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-25-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS state and local public health officials may, as they deem necessary in the interest of public health, issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS the Department of Public Health is maintaining up-to-date guidance relating to COVID-19, available to the public at <http://cdph.ca.gov/covid19>; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to minimize the spread and mitigate the effects of COVID-19; and

WHEREAS there is a need to secure numerous facilities to accommodate quarantine, isolation, or medical treatment of individuals testing positive for or exposed to COVID-19; and

WHEREAS, many individuals who have developmental disabilities and receive services through regional centers funded by the Department of Developmental Services also have chronic medical conditions that make them more susceptible to serious symptoms of COVID-19, and it is critical that they continue to receive their services while also protecting their own health and the general public health; and

WHEREAS individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources such as shelters and food banks; and

WHEREAS in the interest of public health and safety, it is necessary to exercise my authority under the Emergency Services Act, specifically Government Code section 8572, to ensure adequate facilities exist to address the impacts of COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571 and 8572, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19.
2. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 2627(b)(1) for disability insurance applicants who are unemployed and disabled as a result of the COVID-19, and who are otherwise eligible for disability insurance benefits.
3. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 1253(d) for unemployment insurance applicants who are unemployed as a result of the COVID-19, and who are otherwise eligible for unemployment insurance benefits.
4. Notwithstanding Health and Safety Code section 1797.172(b), during the course of this emergency, the Director of the Emergency Medical Services Authority shall have the authority to implement additions to local optional scopes of practice without first consulting with a committee of local EMS medical directors named by the EMS Medical Directors Association of California.
5. In order to quickly provide relief from interest and penalties, the provisions of the Revenue and Taxation Code that apply to the taxes and fees administered by the Department of Tax and Fee Administration, requiring the filing of a statement under penalty of perjury setting forth the facts for a claim for relief, are suspended for a period of 60 days after the date of this Order for any individuals or businesses who are unable to file a timely tax return or make a timely payment as a result of complying with a state or local public health official's imposition or recommendation of social distancing measures related to COVID-19.
6. The Franchise Tax Board, the Board of Equalization, the Department of Tax and Fee Administration, and the Office of Tax Appeals shall use their administrative powers where appropriate to provide those individuals and businesses impacted by complying with a state or local public health official's imposition or recommendation of social

distancing measures related to COVID-19 with the extensions for filing, payment, audits, billing, notices, assessments, claims for refund, and relief from subsequent penalties and interest.

7. The Governor's Office of Emergency Services shall ensure adequate state staffing during this emergency. Consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors, are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. The Director of the California Department of Human Resources must be notified of any individual employed pursuant to these waivers.
8. The California Health and Human Services Agency and the Office of Emergency Services shall identify, and shall otherwise be prepared to make available—including through the execution of any necessary contracts or other agreements and, if necessary, through the exercise of the State's power to commandeer property – hotels and other places of temporary residence, medical facilities, and other facilities that are suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period.
9. The certification and licensure requirements of California Code of Regulations, Title 17, section 1079 and Business and Professions Code section 1206.5 are suspended as to all persons who meet the requirements under the Clinical Laboratory Improvement Amendments of section 353 of the Public Health Service Act for high complexity testing and who are performing analysis of samples to test for SARS-CoV-2, the virus that causes COVID-19, in any certified public health laboratory or licensed clinical laboratory.
10. To ensure that individuals with developmental disabilities continue to receive the services and supports mandated by their individual program plans threatened by disruptions caused by COVID-19, the Director of the Department of Developmental Services may issue directives waiving any provision or requirement of the Lanterman Developmental Disabilities Services Act, the California Early Intervention Services Act, and the accompanying regulations of Title 17, Division 2 of the California Code of Regulations. A directive may delegate to the regional centers any authority granted to the Department by law where the Director believes such delegation is necessary to ensure services to individuals with developmental disabilities. The Director shall describe the need justifying the waiver granted in each directive and articulate how the waiver is necessary to protect the public health or safety from the threat of COVID-19 or necessary to ensure that services to individuals with developmental disabilities are not disrupted. Any waiver granted by a directive shall expire 30 days from the date of its issuance. The Director may grant one or more 30-day extensions if the waiver continues to be necessary

to protect health or safety or to ensure delivery of services. The Director shall rescind a waiver once it is no longer necessary to protect public health or safety or ensure delivery of services. Any waivers and extensions granted pursuant to this paragraph shall be posted on the Department's website.

11. Notwithstanding any other provision of state or local law, including the Bagley-Keene Act or the Brown Act, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body or state body, during the period in which state or local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended, on the conditions that:

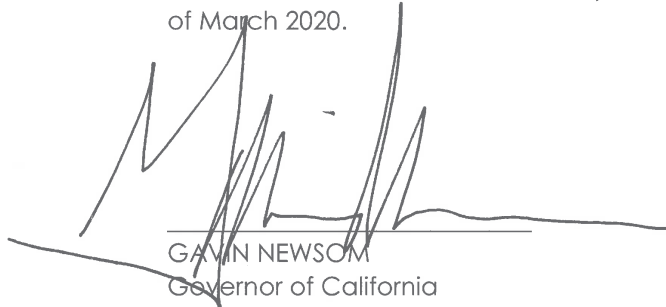
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice requirement in paragraph (i), each state or local body must notice at least one publicly accessible location from which members of the public shall have the right to observe and offer public comment at the public meeting, consistent with the public's rights of access and public comment otherwise provided for by the Bagley-Keene Act and the Brown Act, as applicable (including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act).

In addition to the mandatory conditions set forth above, all state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 12th day
of March 2020.



A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line. The signature is stylized with sharp, angular strokes.

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:

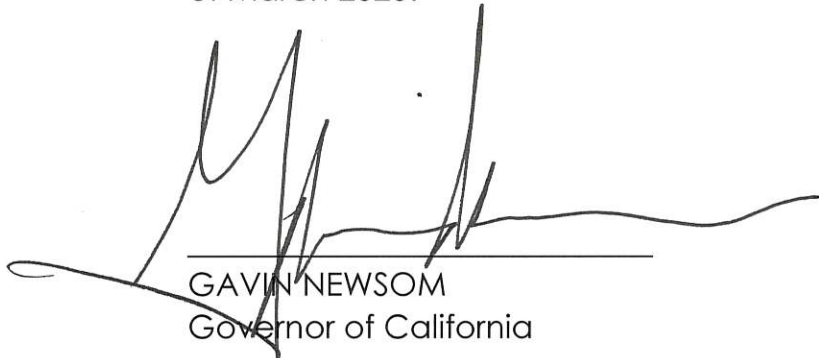
- 1) To the limited extent that any part of Health & Safety Code section 50214, subdivision (a), restricts a local jurisdiction from expending Homeless Emergency Aid Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through implementing 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

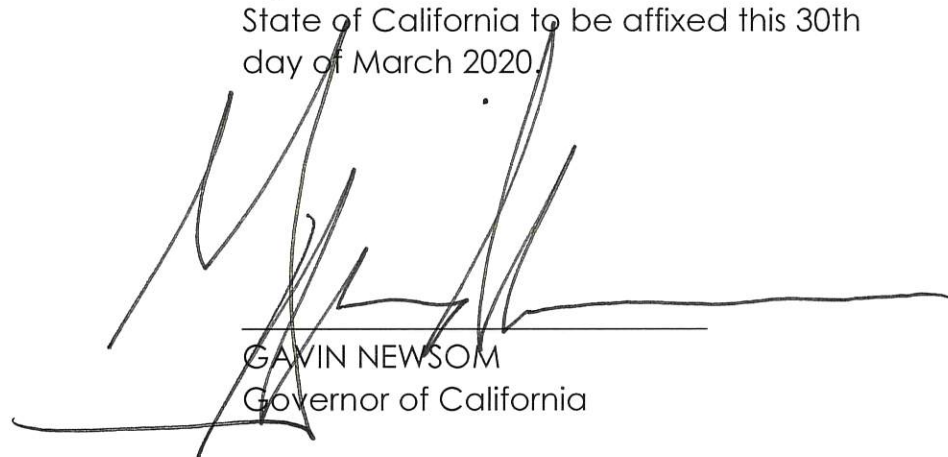
and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

- 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.

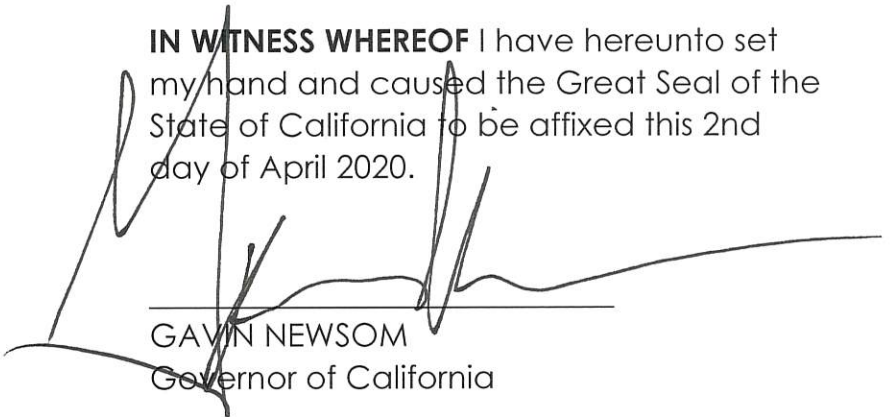
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

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

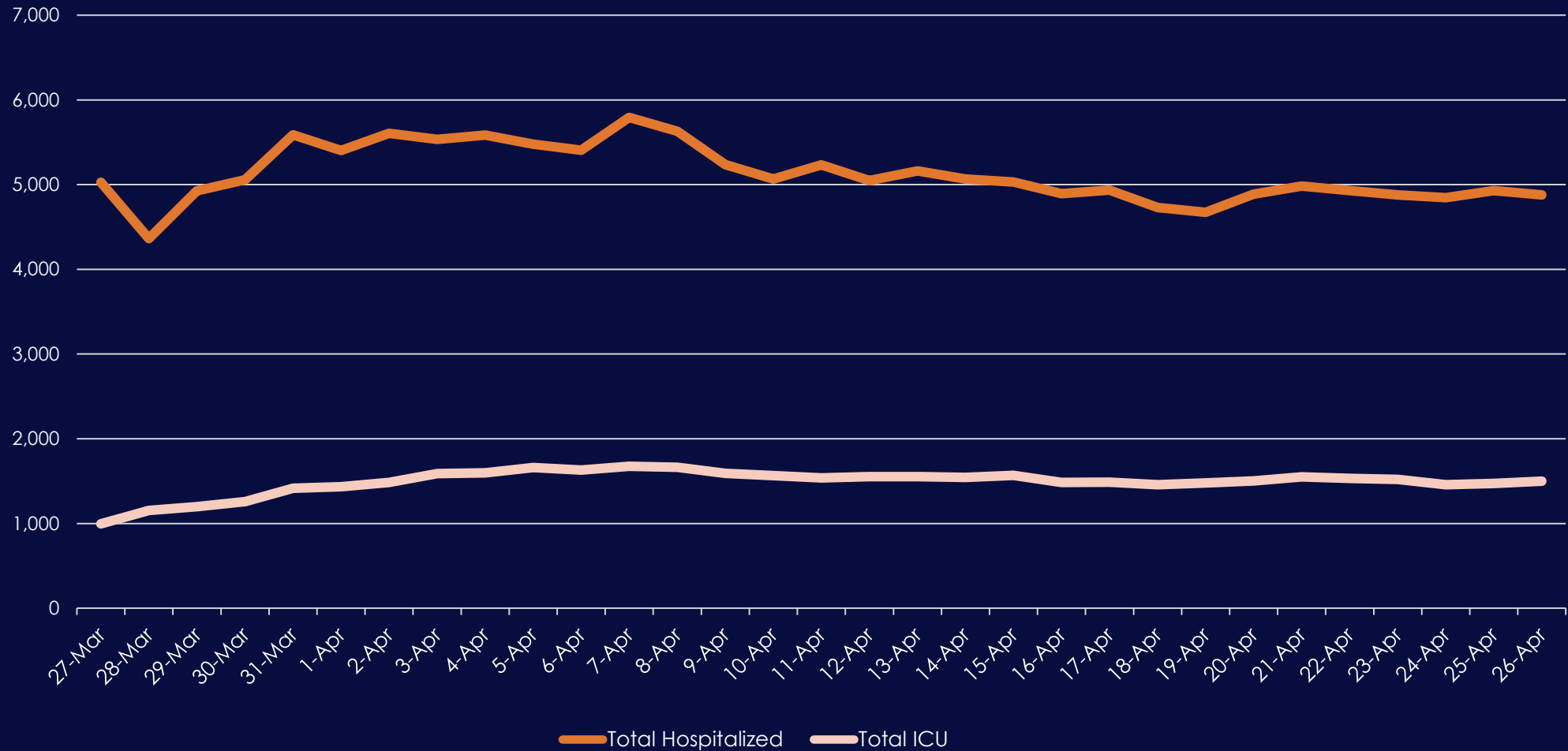


Update on California's Pandemic Roadmap

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.

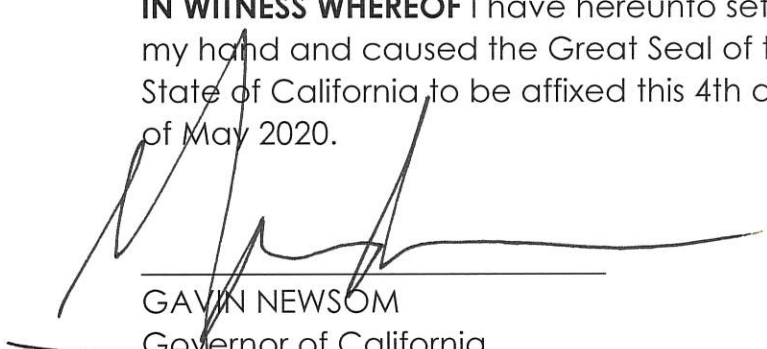
The State Public Health Officer may, from time to time and as she deems necessary to respond to the dynamic threat posed by COVID-19, revise the criteria and procedures set forth in this Paragraph 2. Nothing related to the establishment or implementation of such criteria or procedures, or any other aspect 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



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and all people who are seeking care at healthcare facilities or engaged in certain types of public transit or transportation with others wear a Face Covering to reduce the likelihood that they may transmit or receive the COVID-19 virus. The intent of this Advisory is also to ensure that people who work for or seek services from entities engaged in Essential Infrastructure work, Minimum Basic Operations, or Essential Government Functions also wear a Face Covering when they are in close proximity to others. In so doing, this Advisory will help reduce the spread of the COVID-19 virus and mitigate the impact of the virus on members of the public and on the delivery of critical healthcare services to those in need. All provisions of this Advisory must be interpreted to effectuate this intent.

A handwritten signature in black ink that reads "Karen Haught".

Karen Haught MD, MPH
Health Officer of Tulare County

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of Emergency now exists in the State of California due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19; and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20, ordering that all Californians shelter in place to preserve public health and safety ("Shelter in Place Order"); and

WHEREAS, the Shelter in Place Order has been successful in slowing the transmission and infection rate of COVID-19 in the State of California; and

WHEREAS, on March 19, 2020 the County Health Officer of the County of Tulare issued an EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES, GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR RECREATIONAL ACTIVITIES, which order was extended on April 8, 2020, and amended on May 5, 2020 (the "Amended Emergency Order"); and

WHEREAS, on April 14, 2020, the State of California presented the Pandemic Roadmap, a four-stage plan for modifying the Shelter in Place Order, and defining the statewide current status under the plan as being at Stage 1; and

WHEREAS, on May 4, 2020, the State announced that entry into Stage 2 of the plan would begin on May 8, 2020 for all Counties, subject to certain conditions and certain guidance; and

WHEREAS, advancement within the Pandemic Roadmap by an individual County can be accomplished by meeting certain State-defined criteria and procedures; and

WHEREAS, the Pandemic Roadmap is designed to prevent the spread of COVID-19 in California while allowing parts of our state to safely reopen; and

WHEREAS, it is advisable that the State criteria, procedures, and guidance for the stages of the Pandemic

Roadmap become mandatory in the incorporated and unincorporated areas of County of Tulare.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. **The Amended Emergency Order** is hereby terminated. Any previous Public Health Orders, other than the Emergency Declaration dated March 11, 2020, not previously terminated by the Amended Emergency Order are hereby terminated.
2. **The Shelter in Place Order**, the emergency orders of the State Public Health Director related to the COVID-19 pandemic, and the State's Pandemic Roadmap and guidance issued with respect to the roadmap, as may be amended, modified, or supplemented from time-to-time by their makers, are hereby adopted as emergency orders of the County Health Officer of the County of Tulare and enforceable as such.
3. **Only** the activities and businesses authorized by the County's current stage of the Pandemic Roadmap shall be allowed. The County's current stage of the Pandemic Roadmap can be found at <https://covid19.tularecounty.ca.gov/>.
4. **Bars, wineries, breweries and pubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
5. **Restaurants** shall follow the State's guidelines and shall be open only to drive-through or other pickup/delivery options and shall not open their in-restaurant seated dining nor allow consumption of food or beverages on-premises until allowed under the County's current stage of the Pandemic Roadmap.
6. **Food Trucks** shall follow the State's guidelines and shall not allow consumption of food or beverages on or about the premises until allowed under the County's current stage of the Pandemic Roadmap.
7. **Certified Farmers' Markets** shall follow the State's guidelines and shall space booths accordingly to increase social distancing and shall eliminate non-essential/non-related services, such as bands or other entertainment until allowed under the County's current stage of the Pandemic Roadmap.
8. **Gambling venues** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
10. **Gyms and health clubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
11. **All social gatherings**, including, but not limited to church services, meetings of service and social

clubs, conferences, conventions, and the like, shall be postponed or cancelled until allowed under the County's current stage of the Pandemic Roadmap.

12. **Outdoor recreational activities** shall be permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California. These social distancing requirements shall remain in place as they relate to Outdoor Recreation Activities until abolished under the County's current stage of the Pandemic Roadmap.
13. For those businesses closed under this Order, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided that they each observe the social distancing and best personal hygiene practices (including washing their hands often with soap and water for at least 20 seconds) outlined above.
14. No County permits for special events shall be granted, all County permits for special events previously issued are revoked or postponed, and no temporary ABC licenses shall be authorized by the County until social gatherings are permitted under the County's current stage of the Pandemic Roadmap.
15. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.
16. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
17. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
18. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
19. Pursuant to California Government Code section 41601, the chiefs of the police departments of the

Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.

20. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
21. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
22. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available at <https://covid19.tularecounty.ca.gov/>.
23. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.
24. Pursuant to Tulare County Ordinance Code sections 4-01-1070 and 4-01-1315, violations of this Order may be considered a public nuisance.
25. Pursuant to Tulare County Ordinance Code sections 1-23-1000 and 1-23-1015 violations of this Order shall be subject to an administrative fine or penalty.
26. All open businesses, facilities, retail food, venues shall ensure social distancing of six feet per person between those who are not members of the same household, limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, increase cleaning and sanitizing frequency of all contact areas, encourage use of online ordering with curbside pickup or delivery options in lieu of indoor shopping, remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds and wearing appropriate face covering when necessary.
27. Current guidance related to the Pandemic Roadmap is located at <https://covid19.ca.gov/roadmap/>.
28. Tulare County's Current Stage and information related to allowable businesses and activities is located at <https://covid19.tularecounty.ca.gov/>.
29. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between

persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.

30. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
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35. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
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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.

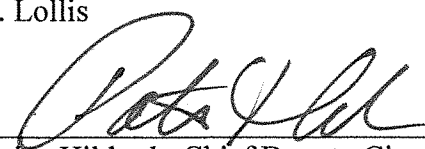
Section 6. This Ordinance is exempt from the requirements of CEQA pursuant to California Public Resources Code Section 21080(b) (4).

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)

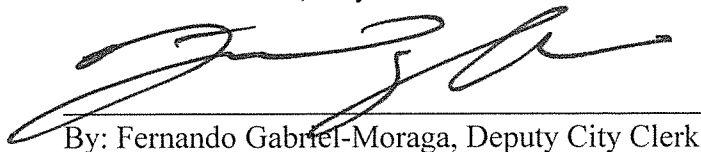
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

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.cd.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)

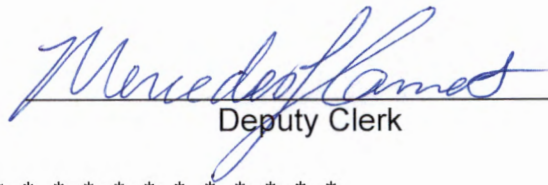
UPON MOTION OF SUPERVISOR TOWNSEND, SECONDED BY SUPERVISOR
SHUKLIAN, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS,
AT AN OFFICIAL MEETING HELD OCTOBER 6, 2020, BY THE FOLLOWING VOTE:

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

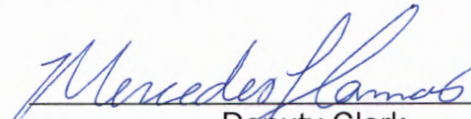
UPON MOTION OF SUPERVISOR TOWNSEND, SECONDED BY SUPERVISOR SHUKLIAN, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD OCTOBER 6, 2020, BY THE FOLLOWING VOTE:

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

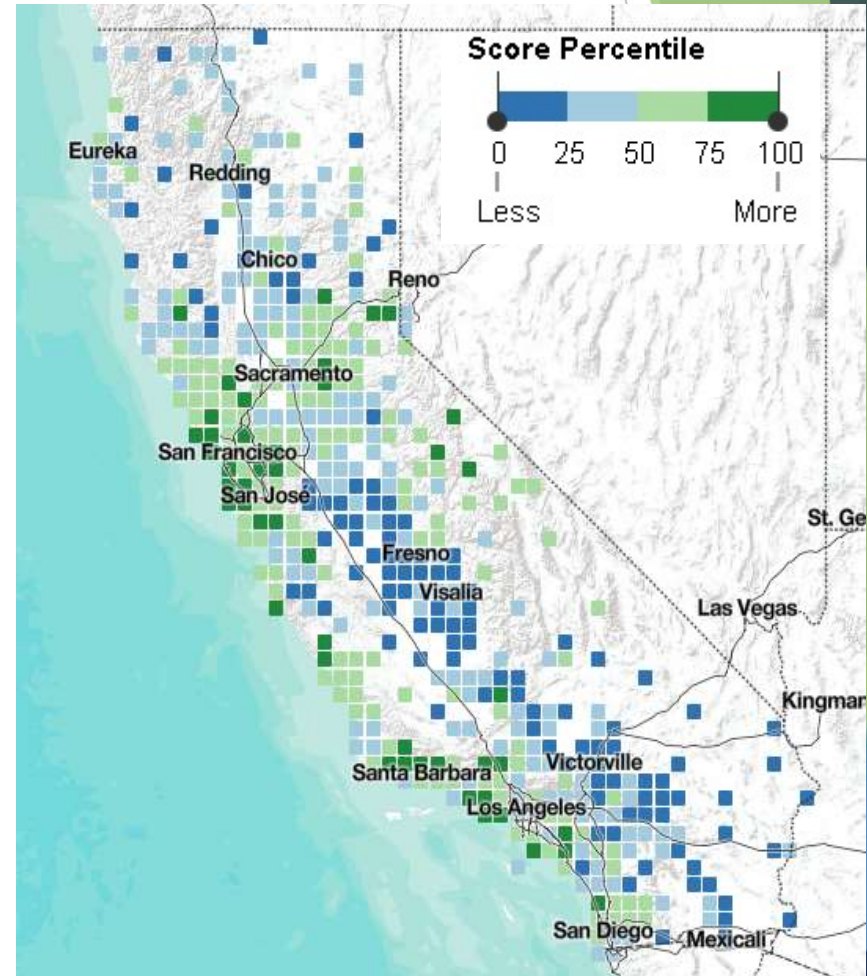
[5] See Harvard Health Preventing the spread of the coronavirus Social distancing, hand washing, and other preventive measures

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)



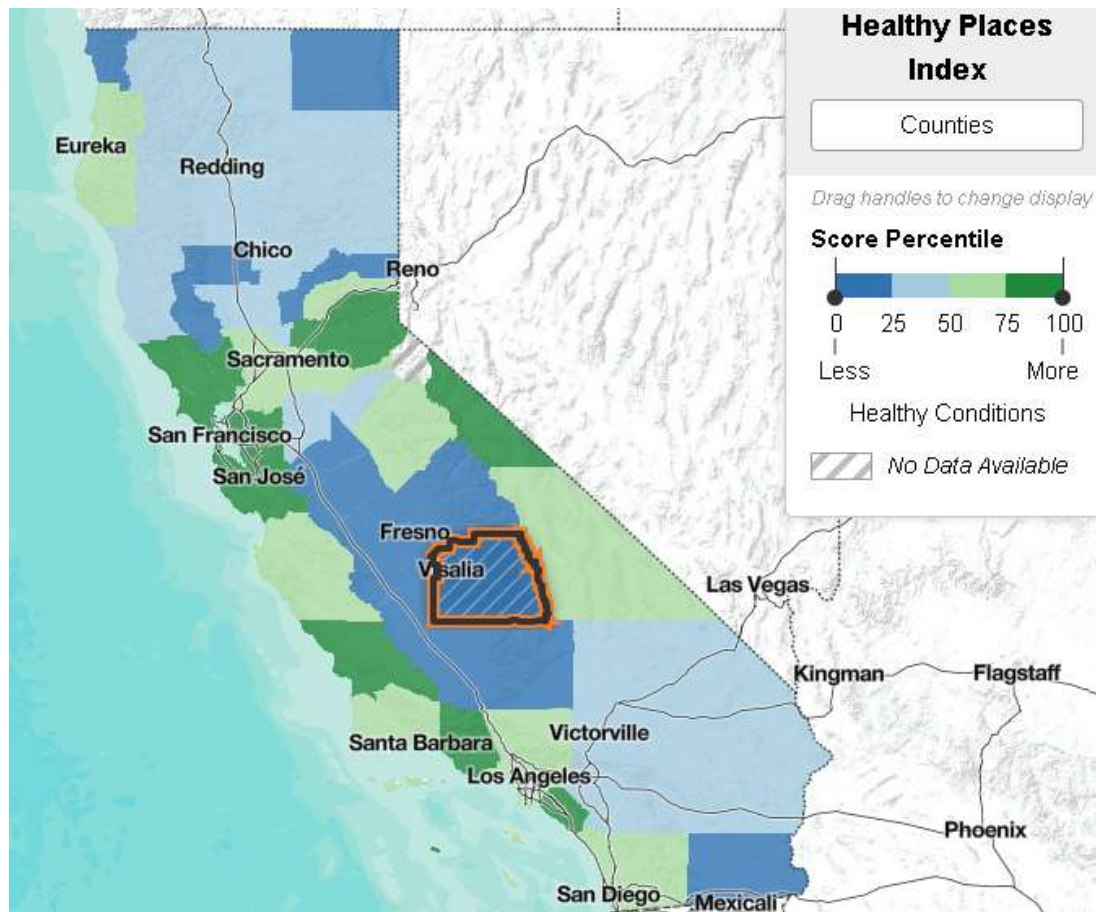
Healthy Places Index

- ▶ 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



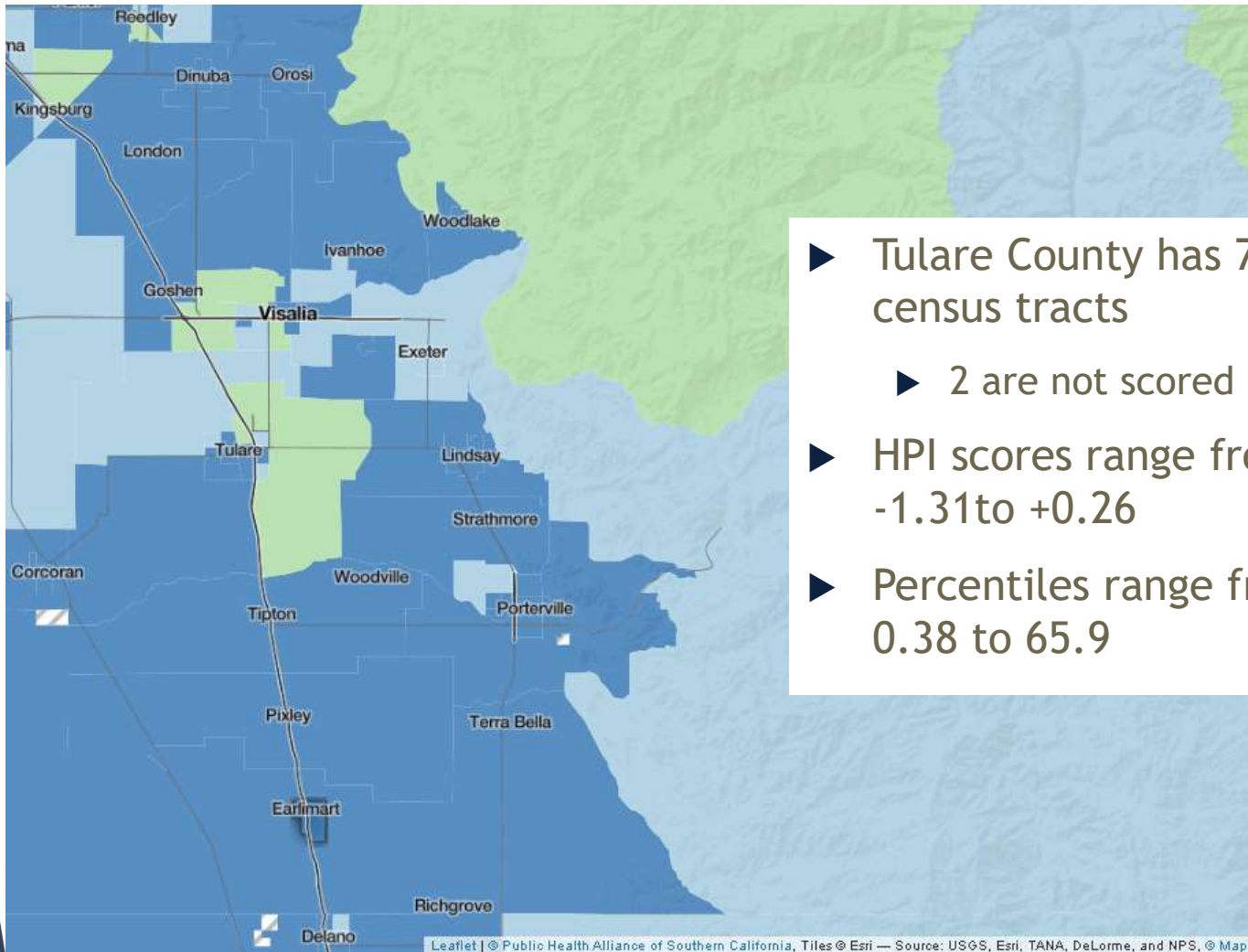
URL: <https://map.healthyplacesindex.org/>

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.

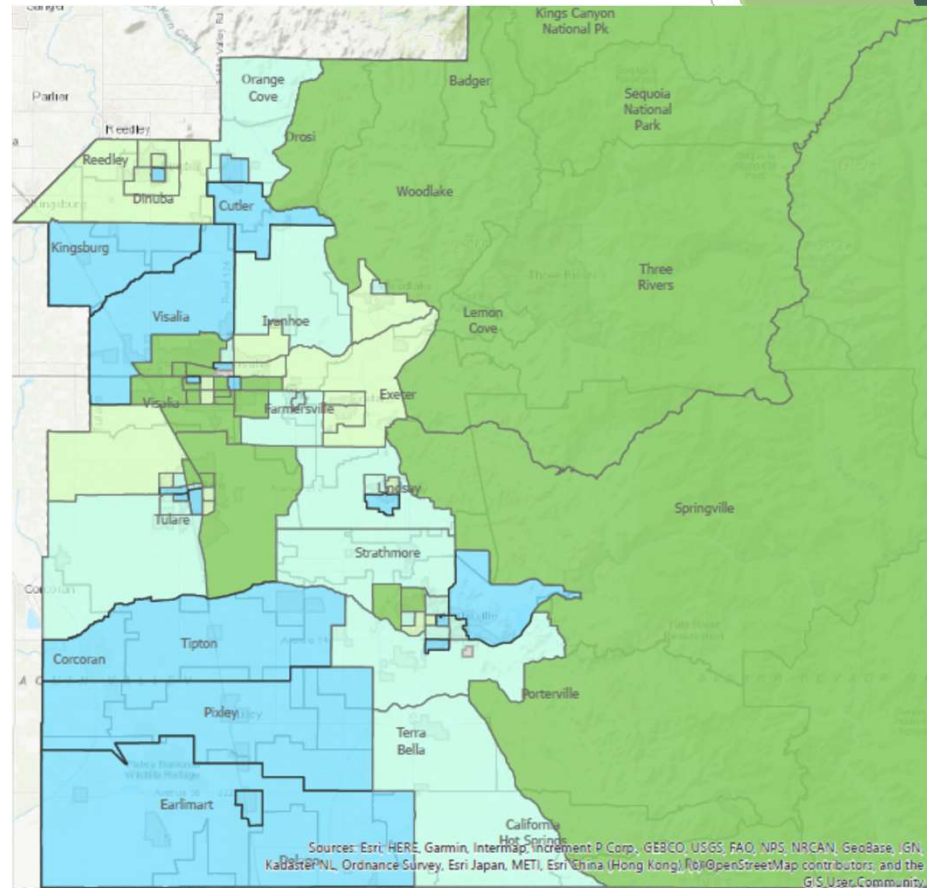
Tulare County Census Tracts - HPI Ranking is Statewide



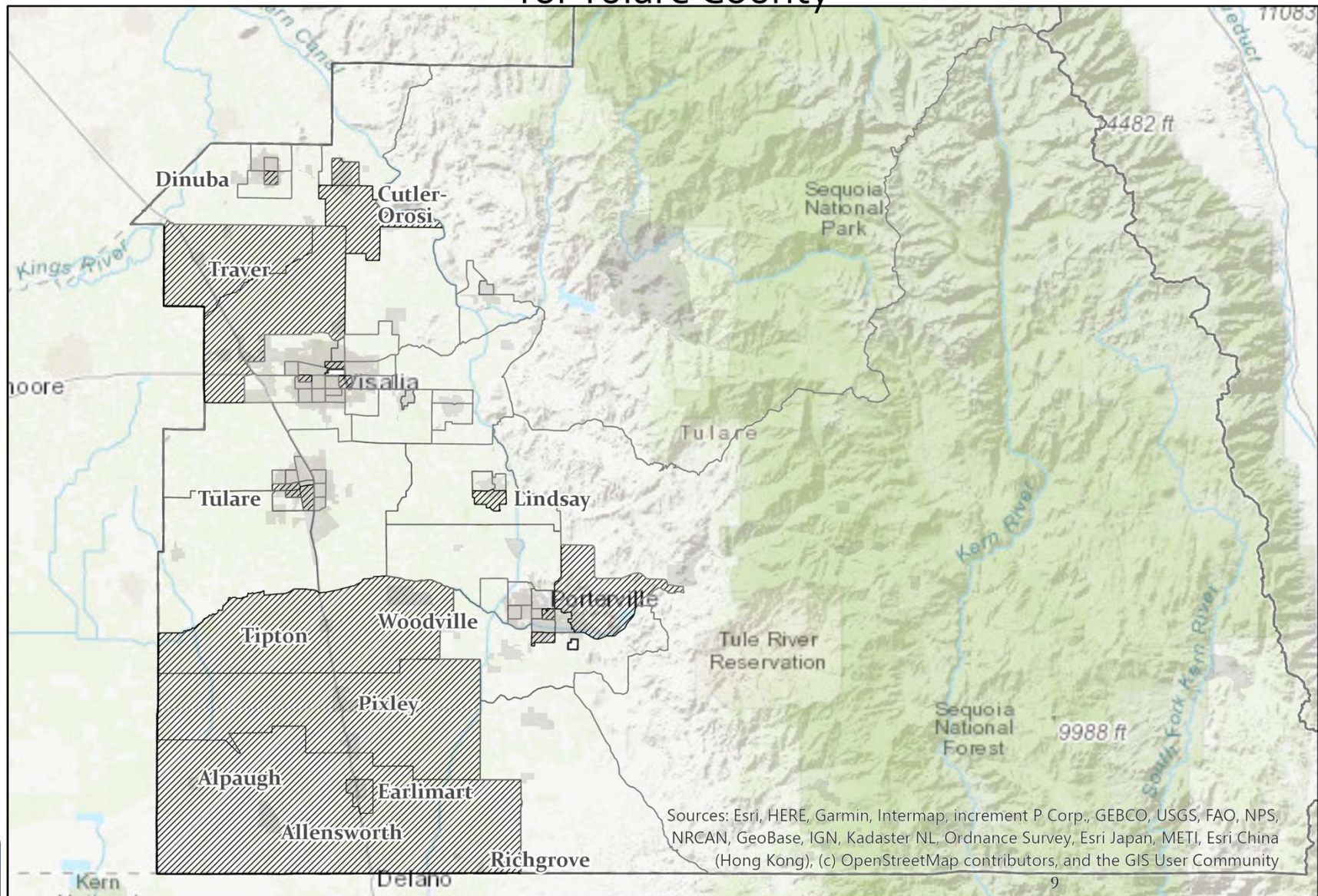
- ▶ Tulare County has 78 census tracts
 - ▶ 2 are not scored
- ▶ HPI scores range from -1.31 to +0.26
- ▶ Percentiles range from 0.38 to 65.9

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



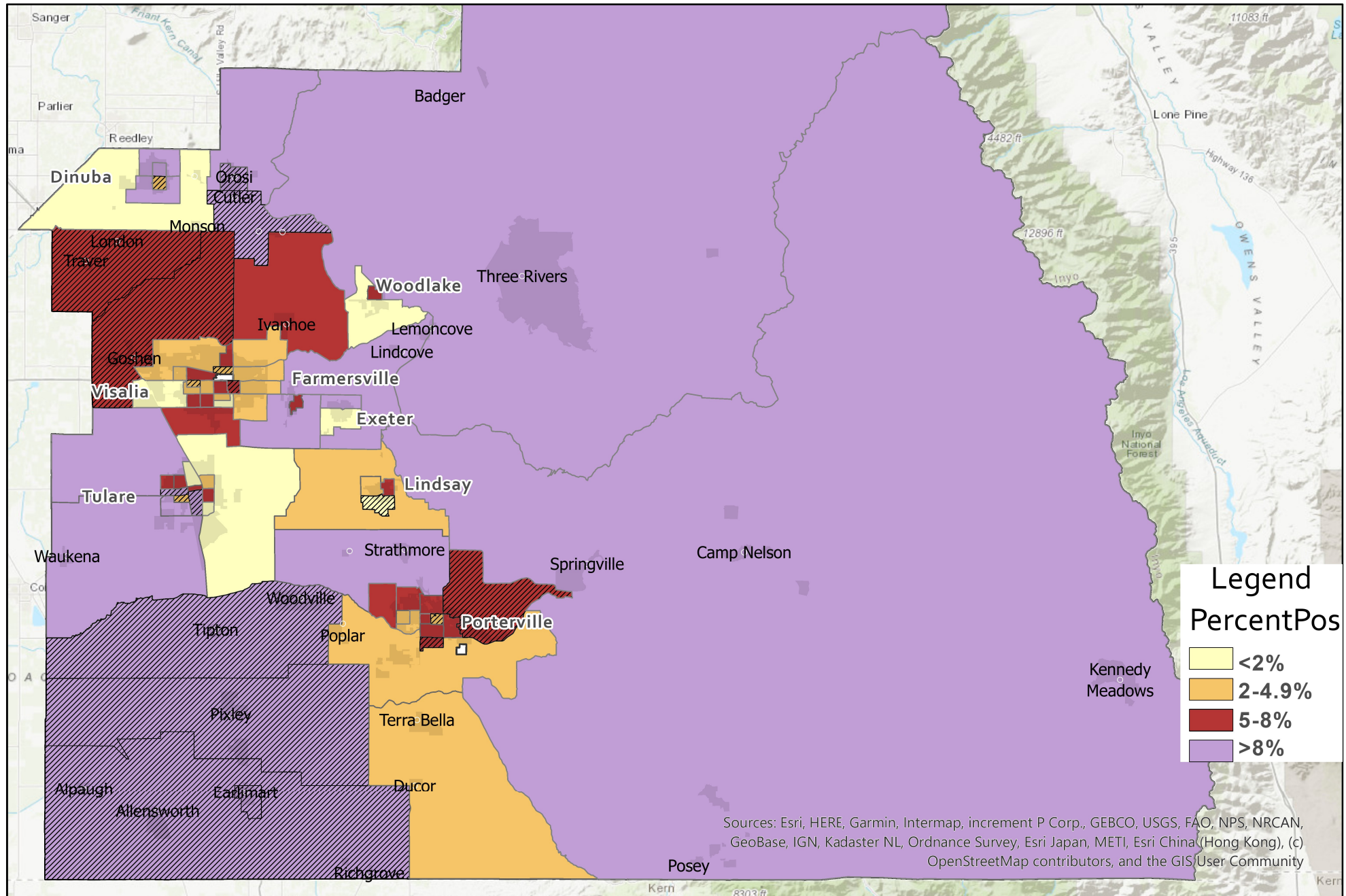
Health Equity Blueprint Metric

- ▶ 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%

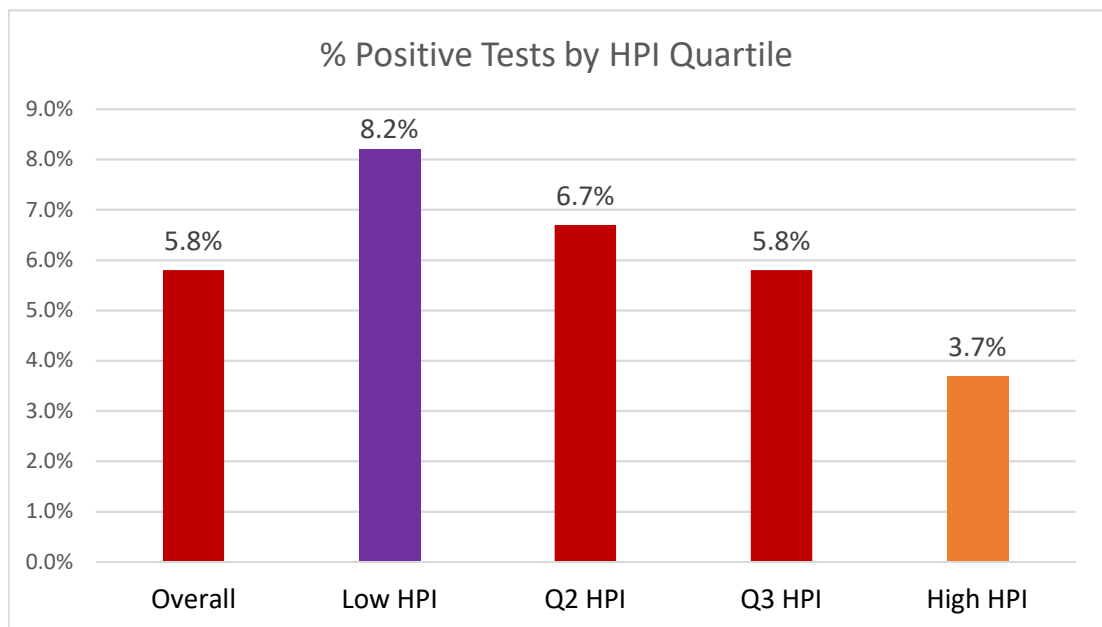
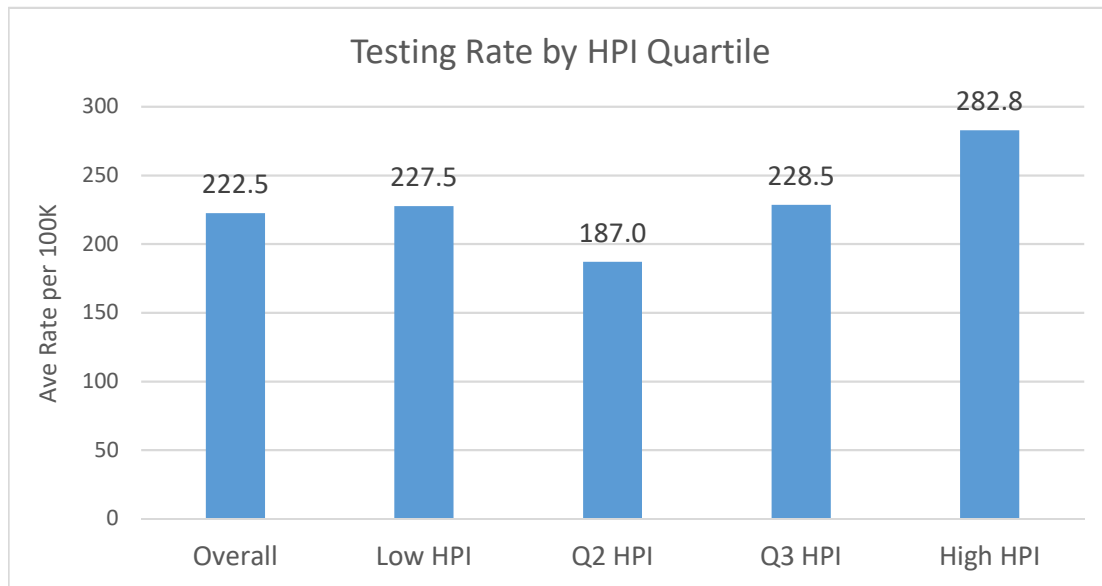
Note that for small areas such as individual census tracts, data shifts from week to week.

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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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 subsides 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.

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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,



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Karen M. Elliott, MBA • Director • Public Health Branch
Karen Haight, MD, MPH • County Health Officer

Tulare County Public Health will begin vaccinating residents that meet the requirements of distribution to Phase 1B and Phase 1C of the COVID-19 Vaccine Distribution Plan. Phase 1B and Phase 1C include the following:

Phase 1B

Phase 1B, Tier 1:

- Individuals aged 75 years and older
- Essential workers in the following sectors: education, childcare, emergency services, and food and agriculture

Phase 1B, Tier 2:

- Individuals aged 65-74 years of age
- Essential workers in the following sectors: transportation and logistics; industrial, commercial, residential, and sheltering facilities and services; critical manufacturing
- Congregate settings: incarceration facilities and homeless

Phase 1C

- Individuals 50-64 years of age
- Persons aged 16 – 64 years with high-risk medical conditions
- Essential workers in the following sectors: water and wastewater; defense; energy; chemical and hazardous materials; communications and IT; financial services; government operations/community-based essential functions

Tulare County COVID-19 Vaccine Interest Form

Tulare County residents who don't qualify for Phase 1A can inform County health officials of their intent to get vaccinated for COVID-19 by completing the Tulare County COVID-19 Vaccine Interest Form.

Residents can sign up for vaccine notifications of when they are eligible and where they can go to get vaccinated by completing the Tulare County COVID-19 Vaccine Interest Form online at:

<https://arcg.is/0KKez4>.

Until the COVID-19 vaccine is widely available, it is imperative to reduce the spread of COVID-19 in Tulare County by practicing both social and physical distancing of six feet or more between persons and not participating in social gatherings of any kind. Residents must always wear a face mask or covering while in environments where physical distancing is not possible and while in public settings. In addition, everyone is encouraged to frequently wash their hands with soap and water for at least 20 seconds or use hand sanitizer, regularly disinfect high-touch surfaces, and stay home if you are sick or instructed to isolate/quarantine by a medical or public health professional.

For more information about COVID-19, visit www.tchhsa.org/ncov and www.covid19.tularecounty.ca.gov

###

VACCINATING NOW

PHASE 1A

Persons at risk of exposure to SARS-CoV-2 through direct health care or long-term care settings.

TIER 1

- Acute care, psychiatric, and correctional facility hospital staff
- Skilled nursing facilities, assisted living facilities, special needs group living equivalent
- Paramedics, EMTs, and others providing emergency medical services
- Dialysis centers
- Residents in long-term care settings
- Staff of residential and inpatient substance abuse disorder treatment and mental health facilities

TIER 2

- Intermediate care facilities staff
- Home health care and in-home supportive services
- Community health workers including promotoras
- Public health field staff
- Primary care clinics, including federally qualified health centers, rural health centers, correctional facility clinics, urgent care clinics

VACCINATING NEXT

PHASE 1B

- Persons aged 75 years and older
- Frontline essential workers

PHASE 1C

- Persons ages 65 to 74 years
- Persons ages 16 to 64 years

Overview of the Emergency Rental Assistance Program

Background

On December 27, 2020 the federal Consolidated Appropriations Act 2021 was signed into law and \$25 billion was allocated to the United States Treasury (UST) for the Emergency Rental Assistance Program (ERAP) to assist households that are unable to pay rent or utilities due to the COVID-10 pandemic. California received \$2.6 of the federal ERAP funds. To implement these rental assistance resources, the state of CA worked with state legislation to develop a programmatic framework to ease administration burden and deploy these resources to those most in need.

On January 28th, the Legislature approved SB 91. This bill extended the eviction protections and created a mechanism to deploy the \$2.6 billion in ERAP resources to assist struggling tenants and landlords impacted by COVID-19. The bill allocated \$1.5 billion to the state and \$1.1 billion directly to local governments with populations with more than 200,000. The bill establishes the criteria and prioritization for use of the state-administered rental assistance funding from the federal bill.

Local governments with populations of 200,000 and greater that received a direct allocation of funding for rental assistance from the federal government could also qualify for block grant funding from the state's \$1.5 billion share. Counties were given the option to take the funds and administer their own program or to participate in the state-administered program. Tulare County has opted to participate in the state administered program. The state administered program will be managed centrally by the Local Initiatives Support Corporation (LISC).

Under state statute the rental assistance program is to be implemented by March 15, 2021. Ninety percent of the funding is to be directed towards financial assistance and ten percent for administration of the program.

Program Requirements

While not a full comprehensive list, the key program requirements include the following:

- For those landlords who agree to participate, funding will be available to pay up to 80 percent of an eligible household's unpaid rent accumulated from April 2020 through March 2021, provided that the landlord agrees to forgive the remaining 20 percent.
- In cases where the landlord chooses not to participate, tenants can apply for assistance for rental arrears, but are be limited to compensation of 25% of the eligible household's unpaid rent accumulated from April 2020 through March 2021 which will be paid to the landlord. The program also allows for prospective payments of 25% of the monthly rent for the months of April, May, and June 2021.
- Funds are to be administered in a least three rounds to eligible households. Prioritizing: (1) those households under 50% of the area median income (AMI) or unemployed for 90 days; (2) Below 80% AMI and in communities disproportionately affected by COVID-19 (as determined by the Department of Housing and Community Development); (3) Below 80% AMI not included in round 1 and 2.
- The top priority for the use of assistance funding would be rental arrears; followed by prospective rent payments, utility payments (both arrears and prospective payments)

LISC and Local Partnership

Given the rapid implementation timeframes, the one-time nature of these funds, among other considerations, the State believed that a central administrative structure would be most effective in deploying these resources in an effective and compliant manner. They contracted with LISC to administering the Emergency Rental Assistance Program (ERAP). LISC will be responsible in providing the following support and oversight:

- State outreach and education campaign with adaptability for local messaging.
- Standardized, federally consistent application and eligibility criteria, accessible to both landlords and tenants.
- Contracted solution with a state-wide network, including rural areas.
- Robust, multi-lingual client support and technical assistance.
- Processing of Applications (input, review, verification, fraud control, notifications to tenant and landlord, verification of accounts, disbursement of payment, reporting per state and federal government requirements, downstream audit management).
- Central privacy protections and fraud control.
- Management of duplication of benefits in accordance with the Consolidated Appropriations Act, 2021.
- Application portal to begin receiving applications from landlords and tenants.

LISC is seeking nonprofit and community-based organizations with capacity to provide local on-the-ground support to residents to help them access rental assistance. LISC will work with local partners and organizations within Tulare County to ensure all potential applicants know about the ERAP and receive the needed program assistance.

There are three tiers of partnership: Tier 1-Promotion, Tier 2-Outreach, and Tier 3-Technical Assistance. Local partners who want to partner with LISC will need to submit an application. Partner requirements include:

- Registered non-profits and quasi-government entities providing services to residents in communities served by this program
- Must have an EIN
- Must have a DUNS number
- Must be active on the CA Secretary of State website
- Must be registered on SAM website
- If applicable, non-profits must have actively filed 990 Forms

Organizations that do not have the above information are not eligible for Tier 2 and Tier 3 partnership but may still apply under the Tier 1 program. All applicants will be considered based on capacity to successfully reach their proposed community. Tier 2 and 3 will also be evaluated based on ability to successfully administer federal funds. First round of applications were due Monday, February 22. However, ongoing applications can still be submitted after the 22nd and will be reviewed on an ongoing basis throughout the program. To apply go to <https://lisc.tfaforms.net/308>

Eviction Protections

- SB 91 extends the states current eviction moratorium for tenants unable to pay rent due to COVID related financial hardships, as established under AB 3088, by five months, from January 31, 2021 through June 30, 2021.
- Tenants must continue to pay 25% of their rental obligations, as required under AB 3088, through June 30, 2021. During this time as tenants continue to pay at least 25% of their rent, then they are protected from eviction for any unpaid rent that has accumulated through June 30 and it can never be used as the basis for eviction. The 25% may be paid monthly or as a lump sum by June 30, 2021.



State of California—Health and Human
Services Agency
**California Department of
Public Health**



February 19, 2021

TO: All Californians

SUBJECT: Outdoor and Indoor Youth and Recreational Adult Sports

Note: The following guidance takes effect on February 26, 2021. See the current guidance in effect until then.

Summary

COVID-19 continues to pose a severe risk to communities and requires all people in California to follow recommended precautions. This guidance provides direction on outdoor and indoor youth and recreational adult sports activities to support a safe environment for these sports. The guidance applies to all **organized** youth sports and recreation— including school- and community-sponsored programs, and privately-organized clubs and leagues — and adult recreational sports (hereafter youth and adult sports). This guidance does not apply to collegiate or professional sports. Additionally, this guidance does not apply to community events, such as marathons, half-marathons, and endurance races.

Inter-team competitions (i.e., between two teams) resumed in California beginning January 25, 2021. **The guidelines outlined in this document shall take effect on February 26, 2021.**

The status of return-to-competition is subject to change at any time given the level of COVID-19 transmission in California.

Sports Risk Profiles

In general, the more people from outside their household with whom a person interacts, the closer the physical interaction is, the greater the physical exertion is, and the longer the interaction lasts, the higher the risk that a person with COVID-19 infection may spread it to others.

Youth and adult sports include varied activities that have different levels of risk for transmission of COVID-19. Outdoor activities present significantly lower risk of transmission relative to comparative indoor activities, based on current scientific evidence. Competition between different teams also increases mixing across groups and outside of communities, which also contributes to the potential for spread of COVID-19 disease.

Youth and adult sports are classified below by their level of contact and transmission risk. This classification applies to competition or training/practice with others. It does not apply to individual conditioning or exercise.

The Tables below are not exhaustive, but provide examples of sports with different levels of contact so that the level of risk can be assessed for other sports.

Low-Contact Sports

Individual or small group sports where contact within six feet of other participants can be avoided. Some of these sports have relatively low exertion rates that allow for consistent wearing of face coverings when within six feet of other people.

Moderate-Contact Sports

Team sports that can be played with only incidental or intermittent close contact between participants.

High-Contact Sports

Team sports with frequent or sustained close contact (and in many cases, face-to-face contact) between participants and high probability that respiratory particles will be transmitted between participants.

Factors Affecting the Risk of Transmission

- Risk increases when face coverings are not worn, and physical distancing is not maintained.
- Risk increases with increasing levels of contact between participants; closer contact (particularly face-to-face contact), and the frequency and total duration of close contact, increases the risk that respiratory particles will be transmitted between participants.
- Risk increases with greater exertion levels; greater exertion increases the rate of breathing and the quantity of air that is inhaled and exhaled with every breath.
- Risk increases with mixing of cohorts and groups, particularly when from different communities (during or outside of sports play); mixing with more people increases the risk that an infectious person will be present.

General Guidance for Youth and Adult Sports Participants, Coaches, and Support Staff

It should be noted that local health departments and school districts may have stricter rules and should be consulted to confirm what is allowed.

General Requirements for All Sports:

Irrespective of setting (outdoor or indoor) case rate or sport played, the following general guidance requirements must be adhered to at all times:

- Face coverings to be worn when not participating in the activity (e.g., on the sidelines).
- Face coverings to be worn by coaches, support staff and **observers** at all times, and in compliance with the CDPH Guidance for the Use of Face Coverings.
- Observers maintain at least 6 feet from non-household members.
- No sharing of drink bottles and other personal items and equipment.
- Mixing with other households prior to and post any practice or competition must strictly adhere to current gathering guidance.
- Limit indoor sports activities (practice, conditioning) to comply with capacity limits (which shall include all athletes, coaches, and observers) indicated in current CDPH Gym & Fitness Center Guidance Capacity.

- Associated indoor activities for the team (e.g., dinners, film study) are prohibited if engaged in competition given evidence that transmission is more likely to occur in these indoor higher risk settings.
- Teams must not participate in out-of-state games and tournaments; several multistate outbreaks have been reported around the nation, including California residents.

Limitations on Observers

- Limit observation of youth sports (age 18 years and under) to immediate household members, and for the strict purpose of age appropriate supervision. This includes observation of practice and competition. Limit number of observers to ensure physical distance can be maintained, reduce potential crowding, and maintain indoor and outdoor capacity limits.
- Consider Video streaming of games so that they can be watched "live" from home
- For adult sports, spectators are not permitted at this time.

Limitations for Inter-Team Competitions and Tournaments

- Inter-team competitions, meets, races, or similar events are permitted to occur only if (a) both teams are located in the same county and the sport is authorized in the Tables below; or (b) teams are located in immediately bordering counties and the sport is authorized in both counties in the Tables below.
 - The county-based authorizations outlined in the Table below apply to the locations/counties in which the teams, schools, clubs, leagues, and similar organizations are functionally based (e.g., where the players reside, where facilities are located, etc.).
 - Local Health Departments to be notified of any cross county competitions within their jurisdiction and reserve the right under their own discretion to deny the competition at any time in their jurisdiction. Teams participating in cross county competitions will follow the more stringent rules if the participating teams are coming from counties that may be at different case rate thresholds.
- Teams adhere to current CDPH Travel Advisory recommendations when determining travel for competition in neighboring counties.
- No tournaments or events that involve more than two teams to occur. Exceptions may be made, with authorization from the local health department where the event is being held and each of the local health departments where teams originate from, for sports where individual competitors from multiple teams are routine such as: track and field; cross-country; golf; skiing/snowboarding; tennis; swimming/diving/surfing; biking and equestrian events.
- Only one competition, per team, per day maximum to be played.

Permitted Youth and Recreational Adult Sports by Case Rate Threshold

- Physical conditioning, practice, skill-building, and training that can be conducted outdoors, with 6 feet of physical distancing, and within stable cohorts are authorized regardless of case rate or sport. Such activities may be conducted indoors consistent with restrictions by Tier in the Gym & Fitness Center Guidance Capacity.

Other General Guidance

Below are other general guidance that are strongly encouraged as part of any participation in sport. Depending on risk level (high or moderate) and county case rates, these general guidance may be **required** for play of outdoor sports in less restrictive tiers, as specified below.

Face Coverings

- Face coverings worn by participants during practice, conditioning and during competition, even during heavy exertion as tolerated. See the American Academy of Pediatrics Interim Guidance on Return to Sports [1] for specific exceptions where the face covering may become a hazard.

Physical Distancing

- Maintain at least six feet of distance between sport participants and others to the maximum extent possible, including when on the sidelines.

- Maintain at least 6 feet of distance between coaches and participants and facilitate physical distancing between participants to the maximum extent possible (e.g., staggered starts instead of mass starts for races).

Informed Consent

- Due to the nature and risk of transmission while participating in Outdoor High-Contact and Moderate-Contact sports, provide information regarding risk to all parents/guardians of minors participating in such sports, and have each parent sign an informed consent indicating their understanding and acknowledgement of the risks indicated herein.

Testing

- Unless required as noted below, regular and postseason antigen or PCR testing of sports participants and coaches weekly while participating in Outdoor High-Contact sports is strongly encouraged. If competing, testing performed with test results made available within 24 hours of play.

Hygiene and Equipment Sanitation

- When equipment is shared during an activity, participants perform hand hygiene (wash hands with soap and water or use an alcohol-based hand sanitizer) before play, during breaks, at half time, and after the conclusion of the activity.
 - Balls or other objects or equipment can be touched by multiple players during practice and play if the above hand hygiene practices are followed.

Limitations on Mixing by Participants

- Limit participation by athletes and coaches during practice and competition to one team, and refrain from participating with more than one team over the same season or time period. For larger teams, limit mixing by establishing stable smaller training groups for drills and conditioning.
- Review practice or game footage virtually, to the greatest extent possible. If not feasible, then it should be conducted outdoors, with all participants wearing face coverings and following appropriate physical distancing measures.

Indoor Venue Capacity Limitations

- Ventilation in indoor venues (gyms or other fitness centers) increased to the maximum extent possible.

Travel Considerations

- Bus/van travel for members of a team may pose a greater risk. To mitigate COVID-19 transmission risk during bus/van travel, employ universal masking, physical distancing and windows to remain open the full duration of the trip unless not feasible.
- Plan for proper communication of all travel rules, protocols and expectations to everyone in the travel party. When feasible, teams should aim to travel and play the same day to avoid overnight stays.
- Travel by private car limited to only those within the immediate household.

Returning to Sports After Infection

- No one with symptoms of COVID-19 or who is in isolation or quarantine for COVID-19 is permitted to attend practices or competitions.
- Anyone with symptoms of COVID-19 should consult their physician for testing and notify their coach, athletic trainer and/or school administrator of their symptoms and test results.
- Youths recovering from COVID-19 will have different paths to return to sports based on the severity of their illness. See the American Academy of Pediatrics Interim Guidance on Return to Sports [1] for additional guidance for more serious infections.

Vaccination of Eligible Households

- Sports participants, including coaches and support staff, are strongly encouraged to be vaccinated once eligible as vaccines will protect residents and reduce the likelihood of transmission from infected persons to others.

Table: Youth and Adult Recreational Sports* Permitted by Current Tier of County

Widespread Tier (Purple)	Substantial Tier (Red)	Moderate Tier (Orange)	Minimal Tier (Yellow)
1	2	3	4
Outdoor low-contact sports • Archery • Badminton (singles) • Biking • Bocce • Corn hole • Cross country • Dance (no contact) • Disc golf • Equestrian events (including rodeos) that involve only a single rider at a time • Fencing • Golf • Ice and roller skating (no contact) • Lawn bowling • Martial arts (no contact) • Physical training programs (e.g., yoga, Zumba, Tai chi) • Pickleball (singles) • Rowing/crew (with 1 person) • Running • Shuffleboard • Skeet shooting • Skiing and snowboarding • Snowshoeing • Swimming and diving • Tennis (singles) • Track and field • Walking and hiking	Outdoor moderate-contact sports • Badminton (doubles) • Baseball • Cheerleading • Dodgeball • Field hockey • Gymnastics • Kickball • Lacrosse (girls/women) • Pickleball (doubles) • Softball • Tennis (doubles) • Volleyball	Outdoor high-contact sports • Basketball • Football • Ice hockey • Lacrosse (boys/men) • Rugby • Rowing/crew (with 2 or more people) • Soccer • Water polo Indoor low-contact sports • Badminton (singles) • Curling • Dance (no contact) • Gymnastics • Ice skating (individual) • Physical training • Pickleball (singles) • Swimming and diving • Tennis (singles) • Track and field • Bowling	Indoor moderate-contact sports • Badminton (doubles) • Cheerleading • Dance (intermittent contact) • Dodgeball • Kickball • Pickleball (doubles) • Racquetball • Squash • Tennis (doubles) • Volleyball Indoor high-contact sports • Basketball • Boxing • Ice hockey • Ice skating (pairs) • Martial arts • Roller derby • Soccer • Water polo • Wrestling

***Play in Less Restrictive Tiers: Outdoor High-Contact Sports**

Outdoor high-contact sports (orange tier) can be played in the purple or red tier with an adjusted case rate equal to or less than 14 per 100,000 under the following conditions:

Implement and strictly adhere to the following additional general guidance:

- Informed Consent
- Testing – antigen or PCR (regular and postseason antigen or PCR testing of sports participants and coaches weekly. If competing, testing performed with test results made available within 24 hours of play)

Note: The testing requirement above shall only apply in the following situations:

- For football, rugby and water polo as these are high contact sports that are likely to be played unmasked, with close, face to face contact exceeding 15 minutes.
- When adjusted case rates for the county are between 14-7 per 100,000.
- For sport participants 13 years of age or above as evidence shows that younger children do not seem to be major sources of transmission—either to each other or to adults.
- *If more than 50% of a team's participants are less than the age of 13 (and are not required to test per the above), then the entire team is exempted from the testing requirement. Coaches, however, will still be required to meet the testing requirement.

Additional general guidance that should be implemented to the greatest extent possible and are strongly encouraged

- Face Coverings (during play)
- Physical Distancing (during play)
- Testing – antigen or PCR
- Hygiene and Sanitation
- Limitations on mixing by participants
- Travel Considerations

***Play in Less Restrictive Tiers: Outdoor Moderate-Contact Sports**

Outdoor moderate-contact sports (red tier) can be played in the purple tier with an adjusted case rate equal to or less than 14 per 100,000 under the following conditions:

Implement and strictly adhere to the following additional general guidance:

- Informed Consent

Additional general guidance that should be implemented to the greatest extent possible and are strongly encouraged

- Face Coverings (during play)
- Physical Distancing (during play)
- Hygiene and Sanitation
- Limitations on mixing by participants
- Travel Considerations

If competition for high- and moderate-contact sports is permitted to resume in a county pursuant to this updated guidance, competition is not required to cease if the county's adjusted case rate exceeds the 14 per 100,000 threshold.

[1] American Academy of Pediatrics COVID-19 Interim Guidance: Return to Sports web page (services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-interim-guidance-return-to-sports)

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)



Blueprint for a Safer Economy

Activity and Business Tiers

April 12, 2021

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Critical Infrastructure	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Gatherings * - Social, informal gatherings - No defined guest list required - No testing or vaccination required	Current: Outdoor gatherings only with modifications • Max 3 households Effective April 15, 2021 Outdoor only • Max 3 households	Current: Indoor gatherings strongly discouraged, allowed with modifications • Max 3 households Effective April 15, 2021 Outdoor • Max 25 people Indoor • Indoor gatherings strongly discouraged, allowed with modifications (no food/drink except when following the standards in the guidance)	Current: Indoor gatherings strongly discouraged, allowed with modifications • Max 3 households Effective April 15, 2021 Outdoor • Max 50 people Indoor • Indoor gatherings strongly discouraged, allowed with modifications (no food/drink except when following the standards in the guidance)	Current: Indoor gatherings strongly discouraged, allowed with modifications • Max 3 households Effective April 15, 2021 Outdoor • Max 100 people Indoor • Indoor gatherings strongly discouraged, allowed with modifications (no food/drink except when following the standards in the guidance)

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
		Max 25% capacity in settings where capacity limits exist and up to 3 households or 10 people	Max 25% capacity in settings where capacity limits exists or 25 people or whichever is fewer	Max 50% capacity in settings where capacity limits exist or 50 people or whichever is fewer
Private Events ** (meetings/receptions/ conferences) <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.

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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.

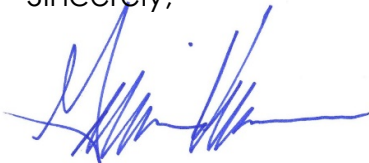
I ask you to join my Administration in promoting public health and economic recovery by taking the steps within your authority to continue to allow expanded outdoor dining opportunities. You are uniquely positioned and

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.

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-07-21

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 since March 2020, the State has taken decisive and meaningful actions to reduce the spread, and mitigate the impacts, of COVID-19, saving an untold number of lives, and to protect the ability of the State's health care system to deliver health care to all people in California who require it; and

WHEREAS the effective actions of Californians over the past fifteen months have successfully curbed the spread of COVID-19, resulting in dramatically lower disease prevalence and death, in the State; and

WHEREAS as of June 9, 2021, 54.3% of eligible Californians have received a full course of COVID-19 vaccination, raising the level of overall immunity in the State; and

WHEREAS the State continues to promote and facilitate vaccination of all eligible Californians; and

WHEREAS given the current outlook, it is appropriate to reevaluate existing public health directives to allow for a full reopening of California while maintaining caution and vigilance as California continues to increase vaccination rates and monitor COVID-19 variants; and

WHEREAS the California Department of Public Health and State Health Officer are empowered to issue mandatory public health directives to protect the public health in response to a contagious disease under existing State law, including, but not necessarily limited to, Health and Safety Code sections 120125, 120130(c), 120135, 120140, 120145, 120175, 120195 and 131080; and

WHEREAS to preserve the flexibility to modify public health directives and respond to changing conditions and to new and changing health guidance issued by the Centers for Disease Control, 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, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) Executive Order N-33-20, issued on March 19, 2020, setting forth the Stay-at-Home Order is hereby rescinded.
- 2) Executive Order N-60-20, issued on May 4, 2020, directing the State Public Health Officer to issue a risk-based framework for reopening the economy, and all restrictions on businesses and activities deriving from that framework, including all aspects of the Blueprint for a Safer Economy, is hereby rescinded.
- 3) Nothing related to the issuance of any Orders, guidance, or directives of the State Public Health Officer relating to COVID-19 shall be subject to the Administrative Procedure Act, Government Code section 11340 et seq.
- 4) 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 11th day of June 2021.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-08-21

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 since March 2020, the State has taken decisive and meaningful actions to reduce the spread, and mitigate the impacts, of COVID-19, saving an untold number of lives; and

WHEREAS as a result of the effective actions Californians have taken, as well as the successful and ongoing distribution of COVID-19 vaccines, California is turning a corner in its fight against COVID-19; and

WHEREAS on June 11, 2021, I issued Executive Order N-07-21, which formally rescinded the Stay-at-Home Order (Executive Order N-33-20, issued on March 19, 2020), as well as the framework for a gradual, risk-based reopening of the economy (Executive Order N-60-20, issued on May 4, 2020); and

WHEREAS in light of the current state of the COVID-19 pandemic in California, it is appropriate to roll back certain provisions of my COVID-19-related Executive Orders; and

WHEREAS certain provisions of my COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination programs, and the termination of certain provisions of my COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; 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 continue to 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 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

The following provisions shall remain in place and shall have full force and effect through June 30, 2021, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.

1) State of Emergency Proclamation dated March 4, 2020:

- a. Paragraph 10. Any facility operating under a waiver pursuant to this provision, memorialized in an All Facilities Letter, may operate pursuant to such a waiver through the stated expiration in the All Facilities Letter or September 30, 2021, whichever occurs first;
- b. Paragraph 11;
- c. Paragraph 12; and
- d. Paragraph 13.

2) Executive Order N-25-20:

- a. Paragraph 1; and
- b. Paragraph 7, and as applicable to local governments per Executive Order N-35-20, Paragraph 3. Effective July 1, 2021, the waivers in Executive Order N-25-20, Paragraph 7, and Executive Order N-35-20, Paragraph 3, of reinstatement requirements set forth in Government Code sections 7522.56(f) and (g) are terminated.

3) Executive Order N-26-20:

- a. Paragraph 1;
- b. Paragraph 2;
- c. Paragraph 3;
- d. Paragraph 5;
- e. Paragraph 6; and
- f. Paragraph 7.

4) Executive Order N-27-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 3.

5) Executive Order N-28-20:

- a. Paragraph 3; and
- b. Paragraph 6.

6) Executive Order N-31-20:

- a. Paragraph 1; and
- b. Paragraph 2.

7) Executive Order N-35-20:

- a. Paragraph 1. Any facility operating under a waiver pursuant to this provision, memorialized in an All Facilities Letter, may operate pursuant to such a waiver through the stated expiration in the All Facilities Letter or September 30, 2021, whichever occurs first;
- b. Paragraph 4;
- c. Paragraph 6. To the extent the Director exercised their authority pursuant to this provision on or before June 30, 2021, the extension shall remain valid until the effective expiration;

- d. Paragraph 10. The State Bar shall receive the time extension in the aforementioned order for any nomination submitted to the State Bar by the Governor on or before June 30, 2021; and
 - e. Paragraph 11 (as extended and clarified by N-71-20, Paragraph 6). Claims accruing before June 30, 2021 will remain subject to the 120-day extension granted in the aforementioned orders.
- 8) Executive Order N-36-20, Paragraph 1. To the extent the Secretary exercised their authority pursuant to this provision, the Secretary shall allow each facility to resume intake in a manner that clears intake backlog as soon as feasible.
- 9) Executive Order N-39-20:
- a. Paragraph 1. Any facility operating under a waiver pursuant to this provision, memorialized in an All Facilities Letter, may operate pursuant to such a waiver through the stated expiration in the All Facilities Letter or September 30, 2021, whichever occurs first;
 - b. Paragraph 4; and
 - c. Paragraph 7. The leases or agreements executed pursuant to this provision shall remain valid in accordance with the term of the agreement.
- 10) Executive Order N-40-20:
- a. Paragraph 1. For rulemakings published in the California Regulatory Notice Register pursuant to Government Code section 11346.4(a)(5) prior to June 30, 2021, the deadlines in the aforementioned order shall remain extended in accordance with the order;
 - b. Paragraph 2 (as extended and clarified by N-66-20, Paragraph 12, and N-71-20, Paragraph 10). Notwithstanding the expiration of this provision, state employees subject to these training requirements shall receive the benefit of the 120-day extension granted by the aforementioned orders. All required training due on or before June 30, 2021 must be completed within 120 days of the statutorily prescribed due date;
 - c. Paragraph 7 (as extended and clarified by N-66-20, Paragraph 13 and N-71-20, Paragraph 11). With regard to appeals received on or before June 30, 2021, the State Personnel Board shall be entitled to the extension in the aforementioned order to render its decision;
 - d. Paragraph 8. To the extent the deadlines specified in Government Code section 22844 and California Code of Regulations, title 2, sections 599.517 and 599.518 fell on a date on or before June 30, 2021 absent the extension, they shall expire pursuant to the timeframes specified in the aforementioned orders;
 - e. Paragraph 16;
 - f. Paragraph 17; and
 - g. Paragraph 20.
- 11) Executive Order N-45-20:
- a. Paragraph 4;
 - b. Paragraph 8;
 - c. Paragraph 9; and

- d. Paragraph 12. For vacancies occurring prior to June 30, 2021, the deadline to fill the vacancy shall remain extended for the time period in the aforementioned order.

12) Executive Order N-46-20:

- a. Paragraph 1; and
- b. Paragraph 2.

13) Executive Order N-47-20:

- a. Paragraph 2; and
- b. Paragraph 3.

14) Executive Order N-48-20, Paragraph 2 (which clarified the scope of N-34-20).

15) Executive Order N-49-20:

- a. Paragraph 1;
- b. Paragraph 3. For determinations made on or before June 30, 2021, the discharge date shall be within 14 days of the Board's determination; and
- c. Paragraph 4.

16) Executive Order N-50-20, Paragraph 2.

17) Executive Order N-52-20:

- a. Paragraph 6;
- b. Paragraph 7. To the extent an individual has commenced a training program prior to June 30, 2021, that was interrupted by COVID-19, that individual shall be entitled to the extended timeframe in the aforementioned order; and
- c. Paragraph 14; and
- d. Paragraph 16.

18) Executive Order N-53-20:

- a. Paragraph 3;
- b. Paragraph 12 (as extended or modified by N-69-20, Paragraph 10, and N-71-20, Paragraph 27); and
- c. Paragraph 13 (as extended or modified by N-69-20, Paragraph 11, and N-71-20, Paragraph 28).

19) Executive Order N-54-20, Paragraph 7. To the extent the date governing the expiration of registration of vehicles previously registered in a foreign jurisdiction falls on or before June 30, 2021, the deadline is extended pursuant to the aforementioned orders.

20) Executive Order N-55-20:

- a. Paragraph 1. Statutory deadlines related to cost reports, change in scope of service requests, and reconciliation requests occurring on

or before June 30, 2021 shall remain subject to the extended deadline in the aforementioned order;

- b. Paragraph 4;
- c. Paragraph 5;
- d. Paragraph 6;
- e. Paragraph 8;
- f. Paragraph 9;
- g. Paragraph 10;
- h. Paragraph 13;
- i. Paragraph 14. Statutory deadlines related to beneficiary risk assessments occurring on or before June 30, 2021 shall remain subject to the extended deadline in the aforementioned order; and
- j. Paragraph 16. Deadlines for fee-for-service providers to submit information required for a Medical Exemption Request extended on or before June 30, 2021 shall remain subject to the extended deadline granted under the aforementioned order.

21) Executive Order N-56-20:

- a. Paragraph 1;
- b. Paragraph 6;
- c. Paragraph 7;
- d. Paragraph 8;
- e. Paragraph 9; and
- f. Paragraph 11.

22) Executive Order N-59-20, Paragraph 6.

23) Executive Order N-61-20:

- a. Paragraph 1;
- b. Paragraph 2;
- c. Paragraph 3; and
- d. Paragraph 4.

24) Executive Order N-63-20:

- a. Paragraph 8(a) (as extended by N-71-20, Paragraph 40). The deadlines related to reports by the Division of Occupational Safety and Health (Cal/OSHA) and the Occupational Safety & Health Standards Board on proposed standards or variances due on or before June 30, 2021 shall remain subject to the extended timeframe;
- b. Paragraph 8(c). To the extent the date upon which the Administrative Director must act upon Medical Provider Network applications or requests for modifications or reapprovals falls on or before June 30, 2021 absent the extension in the aforementioned order, it shall remain subject to the extended timeframe;
- c. Paragraph 8(e). To the extent filing deadlines for a Return-to-Work Supplement appeal and any reply or responsive papers fall on or before June 30, 2021, absent the extension in the aforementioned order, they shall remain subject to the extended timeframe;
- d. Paragraph 9(a) (as extended and modified by N-71-20, Paragraph 39). Any deadline setting the time for the Labor Commissioner to

issue any citation under the Labor Code, including a civil wage and penalty assessment pursuant to Labor Code section 1741, that, absent the aforementioned order, would have occurred or would occur between May 7, 2020 and September 29, 2021 shall be extended to September 30, 2021. Any such deadline that, absent the aforementioned order, would occur after September 29, 2021 shall be effective based on the timeframe in existence before the aforementioned order;

- e. Paragraph 9(b) (as extended and modified by N-71-20, Paragraph 41);
- f. Paragraph 9(c) (as extended and modified by N-71-20, Paragraph 39). Any deadline setting the time for a worker to file complaints and initiate proceedings with the Labor Commissioner pursuant to Labor Code sections 98, 98.7, 1700.44, and 2673.1, that, absent the aforementioned order, would have occurred or would occur between May 7, 2020 and September 29, 2021 shall be extended to September 30, 2021. Any such deadline that, absent the aforementioned order, would occur after September 29, 2021 shall be effective based on the timeframe in existence before the aforementioned order;
- g. Paragraph 9(d) (as extended and modified by N-71-20, Paragraph 39). Any deadline setting the time for Cal/OSHA to issue citations pursuant to Labor Code section 6317, that, absent the aforementioned order, would have occurred or would occur between May 7, 2020 and September 29, 2021 shall be extended to September 30, 2021. Any such deadline that, absent the aforementioned order, would occur after September 29, 2021 shall be effective based on the timeframe in existence before the aforementioned order;
- h. Paragraph 9(e) (as extended and modified by N-71-20, Paragraph 41);
- i. Paragraph 10;
- j. Paragraph 12. Any peace officer reemployed on or before June 30, 2021 pursuant to the aforementioned order shall be entitled to the extended reemployment period set forth in the order;
- k. Paragraph 13;
- l. Paragraph 14; and
- m. Paragraph 15 (as extended by N-71-20, Paragraph 36).

25) Executive Order N-65-20:

- a. Paragraph 5 (as extended by N-71-20, Paragraph 35; N-80-20, Paragraph 4; and N-01-21). Identification cards issued under Health and Safety Code section 11362.71 that would otherwise have expired absent the aforementioned extension between March 4, 2020 and June 30, 2021 shall expire on December 31, 2021; and
- b. Paragraph 7.

26) Executive Order N-66-20:

- a. Paragraph 3;
- b. Paragraph 4; and
- c. Paragraph 5.

27) Executive Order N-68-20:

- a. Paragraph 1. Notwithstanding the expiration of the aforementioned order, temporary licenses granted on or before June 30, 2021 shall be valid through September 30, 2021; and
- b. Paragraph 2. Renewal fee payments otherwise due to the to the California Department of Public Health absent the extension in the aforementioned order on or before June 30, 2021, shall be entitled to the extensions of time set forth in the aforementioned order.

28) Executive Order N-71-20:

- a. Paragraph 1;
- b. Paragraph 4;
- c. Paragraph 16. Where the statutory deadline for opening or completing investigations is set to occur on or before June 30, 2021, the deadline shall remain subject to the extension in the aforementioned order; and
- d. Paragraph 17. Where the statutory deadline for serving a notice of adverse action is due on or before June 30, 2021, the deadline shall remain subject to the extension in the aforementioned order.

29) Executive Order N-75-20:

- a. Paragraph 7. Children placed in foster care on or before June 30, 2021 shall receive such examinations on or before July 31, 2021;
- b. Paragraph 8;
- c. Paragraph 9;
- d. Paragraph 10. Any facility operating under a waiver pursuant to this provision may operate pursuant to such a waiver through the expiration as set forth by the California Department of Public Health, or September 30, 2021, whichever occurs first; and
- e. Paragraph 13.

30) Executive Order N-76-20, Paragraph 3.

31) Executive Order N-77-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 3.

32) Executive Order N-78-20 (as extended and modified by N-03-21):

- a. Paragraph 1; and
- b. Paragraph 2.

33) Executive Order N-83-20:

- a. Paragraph 3. To the extent the Director of the Department of Alcoholic Beverage Control suspends deadlines for renewing licenses upon payment of annual fees on or before June 30, 2021, the extension shall remain valid until the effective expiration;

- b. Paragraph 5 (which repealed and replaced N-71-20, Paragraph 19, which extended N-52-20, Paragraph 1, and N-69-20, Paragraph 3);
- c. Paragraph 6 (which repealed and replaced N-71-20, Paragraph 20, which extended N-52-20, Paragraph 2, and N-69-20, Paragraph 4); and
- d. Paragraph 7 (which repealed and replaced N-71-20, Paragraph 21, which extended N-52-20, Paragraph 3, and N-69-20, Paragraph 5).

34) Executive Order N-84-20:

- a. Paragraph 1;
- b. Paragraph 2;
- c. Paragraph 3; and
- d. Paragraph 5.

The following provisions shall remain in place and shall have full force and effect through July 31, 2021, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.

35) Executive Order N-39-20, Paragraph 8 (as extended by N-69-20, Paragraph 2 and N-71-20, Paragraph 8).

36) Executive Order N-53-20, Paragraph 11 (as extended or modified by N-68-20, Paragraph 15, and N-71-20, Paragraph 26).

37) Executive Order N-71-20, Paragraph 25.

38) Executive Order N-75-20:

- a. Paragraph 5; and
- b. Paragraph 6

The following provisions shall remain in place and shall have full force and effect through September 30, 2021, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.

39) State of Emergency Proclamation dated March 4, 2020:

- a. Paragraph 3; and
- b. Paragraph 14. Any facility operating under a waiver pursuant to this provision may operate pursuant to such a waiver through the expiration as set forth by the Department of Social Services, or September 30, 2021, whichever occurs first.

40) Executive Order N-25-20:

- a. Paragraph 2;
- b. Paragraph 3; and
- c. Paragraph 4.

41) Executive Order N-28-20:

- a. Paragraph 4; and
- b. Paragraph 5.

42) Executive Order N-29-20, Paragraph 3, is withdrawn and replaced by the following text:

Notwithstanding any other provision of state or local law (including, but not limited to, the Bagley-Keene Act or the Brown Act), and subject to the notice and accessibility requirements set forth below, 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 observe and to address the local legislative body or state body. 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.

A local legislative body or state body that holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements set forth below, shall have satisfied any requirement that the body allow members of the public to attend the meeting and offer public comment. Such a body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

Accessibility Requirements: If a local legislative body or state body holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the body shall also:

- (i) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility; and
- (ii) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to subparagraph (ii) of the Notice Requirements below.

Notice Requirements: Except to the extent this Order expressly provides otherwise, each local legislative body and state body shall:

- (i) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes 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) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in such means of public observation and comment, or any instance prior to the issuance of this Order in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of such means, a body may satisfy this requirement by advertising such means using "the most rapid means of communication available at the time" within the meaning of Government Code, section 54954, subdivision (e); this shall include, but need not be limited to, posting such means on the body's Internet website.

All of the foregoing provisions concerning the conduct of public meetings shall apply through September 30, 2021.

43) Executive Order N-32-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 3.

44) Executive Order N-35-20:

- a. Paragraph 2; and
- b. Paragraph 12.

45) Executive Order N-39-20:

- a. Paragraph 2;
- b. Paragraph 3; and
- c. Paragraph 6.

46) Executive Order N-40-20:

- a. Paragraph 12 (as extended or modified by N-66-20, paragraph 16, N-71-20, paragraph 14, and N-75-20, Paragraph 12). To the extent the Director exercised their authority pursuant to this provision on or before September 30, 2021, the extension shall remain valid until the effective expiration of the applicable waiver; and
- b. Paragraph 18.

47) Executive Order N-42-20.

48) Executive Order N-43-20.

49) Executive Order N-49-20, Paragraph 2.

50) Executive Order N-54-20:

- a. Paragraph 8 (as extended by N-80-20, Paragraph 6); and
- b. Paragraph 9. To the extent any timeframe within which a California Native American tribe must request consultation and the lead agency must begin the consultation process relating to an Environmental Impact Report, Negative Declaration, or Mitigated Negative Declaration under the California Environmental Quality Act extends beyond September 30, 2021, the tribe and lead agency will receive the benefit of the extension so long as the triggering event occurred on or before September 30, 2021.

51) Executive Order N-55-20:

- a. Paragraph 2;
- b. Paragraph 3;
- c. Paragraph 7. All on-site licensing visits which would have been due on or before September 30, 2021 shall occur before December 31, 2021;
- d. Paragraph 11; and
- e. Paragraph 12.

52) Executive Order N-56-20, Paragraph 10 is withdrawn and superseded by the following text:

Paragraph 42 of this Order, including the conditions specified therein, shall apply to meetings held pursuant to Article 3 of Chapter 2 of Part 21 of Division 3 of Title 2 of the Education Code and Education Code section 47604.1(b).

53) Executive Order N-58-20 (as extended by N-71-20, Paragraph 29).

54) Executive Order N-59-20:

- a. Paragraph 1. The sworn statement or verbal attestation of pregnancy must be submitted on or before September 30, 2021 and medical verification of pregnancy must be submitted within 30

working days following submittal of the sworn statement or verbal attestation for benefits to continue;

- b. Paragraph 2 (as extended and modified by N-69-20, Paragraph 14, and N-71-20, Paragraph 31);
- c. Paragraph 3 (as extended and modified by N-69-20, Paragraph 15, and N-71-20, Paragraph 32); and
- d. Paragraph 4 (as extended and modified by N-69-20, Paragraph 16, and N-71-20, Paragraph 33).

55) Executive Order N-63-20:

- a. Paragraph 8(b). To the extent filing deadlines for claims and liens fall on or before September 30, 2021, absent the extension in the aforementioned order, they shall remain subject to the extended timeframe; and
- b. Paragraph 11.

56) Executive Order N-66-20, Paragraph 6.

57) Executive Order N-71-20:

- a. Paragraph 15;
- b. Paragraph 22; and
- c. Paragraph 23.

58) Executive Order N-75-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 4.

59) Executive Order N-80-20:

- a. Paragraph 3; and
- b. Paragraph 7.

60) Executive Order N-83-20

- a. Paragraph 2 is withdrawn and replaced by the following text:

The deadline to pay annual fees, including any installment payments, currently due or that will become due during the proclaimed emergency, as specified in Business and Professions Code sections 19942, 19951, 19954, 19955, 19984, and any accompanying regulations is September 30, 2021; the deadlines for submission of any application or deposit fee, as specified in Business and Professions Code sections 19951 (a), 19867, 19868, 19876, 19877, 19942, 19984, and any accompanying regulations is no later than September 30, 2021, or per existing requirements, whichever date is later.

- b. Paragraph 4.

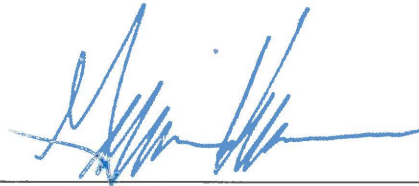
61) Executive Order N-03-21, Paragraph 3, is withdrawn and replaced by the following text:

As applied to commercial evictions only, the timeframe for the protections set forth in Paragraph 2 of Executive Order N-28-20 (and extended by Paragraph 21 of Executive Order N-66-20, Paragraph 3 of Executive Order N-71-20, and Paragraph 2 of Executive Order N-80-20) is extended through September 30, 2021.

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 11th day of June 2021.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State