



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
AUGUST 3, 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, August 3, 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 August 3, 2021

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/84319376826?pwd=TE91NzN0ajc4c0ppUis2S3lCUTZPQT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **843 1937 6826** Passcode: **101217**

Please direct any questions to the Office of City Clerk at 559-782-7464.

Call to Order

Roll Call

ORAL COMMUNICATIONS

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

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 302-110-032. Agency Negotiator: John Lollis and Jason Ridenour. Negotiating Parties: City of Porterville and SV Farms, LLC. Under Negotiation: Terms and Price.

2 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Porterville Peace

Officers Association; Porterville City Firefighters Association, and all unrepresented management employees.

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

4 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four (4) cases in which facts are not yet known to potential plaintiff.

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

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

Pledge of Allegiance Led by Mayor Reyes

Invocation

ORAL COMMUNICATIONS

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

AB 1234 REPORTS

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

1. Local Initiatives Navigation Center Committee (LINC) - July 7, 2021
2. Tulare County Task Force on Homelessness - July 21, 2021
3. Library Facility Planning Committee - July 22, 2021
4. Internal Audit Committee - July 26, 2021

REPORTS

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

Staff Informational Reports

Charitable Car Washes Quarterly Report - 2021 Calendar Year

Code Enforcement - Fourth Quarter Report FY 2020-2021 (April - June)

Golf Course - Fourth Quarter Report - FY 2020-2021 (April - June)
OHV Park - Fourth Quarter Report - FY 2020-2021 (April - June)
Street Performance Measure Quarterly Report FY 2020-2021 (April - June)
Building Permit Activity Quarterly Report FY 2020-2021 (April - June)
City Council Member Board Appointments Attendance Quarterly Report FY 2020-2021 (April - June)
City Commission and Committee Attendance Quarterly Report FY 2020-2021 (April - June)
Zalud House Donation

CONSENT CALENDAR

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

1. **City Council Minutes of July 20, 2021**
Re: Considering approval of the City Council draft Minutes of July 20, 2021.
2. **Authorization to Repair Refuse Truck**
Re: Consideration to authorize refuse truck repair by E. M. Tharp/American Truck Parts at a cost not to exceed \$9,320.82.
3. **Authorization for Police Vehicle Repairs**
Re: Consideration to authorize revised payment amount for repairs by Porterville Collision Center to the 2014 Dodge Charger (Unit #3334) for a total cost of \$20,812.79.
4. **Acquisition of Right of Way for Prospect Street Deceleration Lane Project**
Re: Considering adoption of a Resolution approving the acquisition of right of way for the completion of the Prospect Street Deceleration Lane Project.
5. **Sewer Utility Districts Annual Assessments Fiscal Year 2021-2022**
Re: Consideration to adopt draft Resolutions ordering the continued sewer district assessments for the 2021-2022 tax year for Districts 458, 455 A, 459 A & C, and 456 A, B & C and E. Henderson Avenue.
6. **Authorization to Roll Unpaid Utility Accounts and Delinquent Loan Agreements to the 2021-2022 Property Tax Rolls**
Re: Consideration to adopt the draft Resolution authorizing the Tulare County Auditor to place unpaid utility accounts and delinquent loan agreements on the 2021-2022 property tax rolls for collection.

7. **Use and Indemnification Agreement Between the City of Porterville and Porterville College Concerning the Training Grounds at Fire Station 72**
Re: Consideration to authorize staff to negotiate a Use and Indemnification Agreement with the Porterville College for the use of the training grounds at Fire Station 72.
8. **Intent to Set a Public Hearing to Consider Annual Adjustment of Fees by Application of the Engineering News-Record (ENR) Cost Index**
Re: Consideration to direct the City Clerk to notice a Public Hearing to consider the implementation of the City of Porterville's Impact Fee ENR Cost Index auto escalator at the meeting of August 17, 2021.
9. **Preliminary Financial Status Reports - Fiscal Year 2020-2021**
Re: Consideration to accept the preliminary financial status reports as presented.
10. **Quarterly Investment Portfolio Summary Report**
Re: Consideration to accept the Quarterly Investment Portfolio Summary Report.
11. **Amendment to Employee Pay & Benefit Plan - Porterville City Firefighters Association**
Re: Considering approval of a Resolution amending the Employee Pay and Benefit Plan pertaining to the Porterville City Firefighters Association employees.
12. **Status and Review of Local Emergency: Drought**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

A Council Meeting Recess Will Occur at 8:30 p.m., or as Close to That Time as Possible

PUBLIC HEARINGS

13. **Landscape and Lighting District Annual Assessments**
Re: Consideration to adopt the Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2021-2022 Fiscal Year.

SCHEDULED MATTERS

14. **Consideration of Appointments to the Parks & Leisure Services Commission**
Re: Considering the appointment of an individual to serve the remainder of a four-year term on the Parks & Leisure Services Commission.
15. **Consideration of Appointment to the Internal City Audit Committee**
Re: Considering the appointment of a member of the public to serve on the Internal City Audit

Committee.

- 16. Consideration of Agreements Between the City of Porterville and the Tule River Tribe for Development of Wastewater and Recycled Water System Facilities and Establishing the Porterville Area Development Authority**
Re: Consideration of a Joint Powers Agreement and Development and Reimbursement Agreement between the City and the Tule River Tribe in the development of wastewater and recycled water facilities, and establishing the Porterville Area Development Authority.
- 17. Consideration of Membership in the Tulare County Economic Development Corporation**
Re: Consideration of rejoining membership in the Tulare County Economic Development Corporation and invoice for \$25,000 for the 2021-2022 fiscal year.
- 18. KJUG Free Summer Concert Series Review and Update**
Re: Consider a review and update of the 2021 KJUG Free Concert Summer Series.
- 19. Status and Review of Proclamation of Local Emergency: COVID-19**
Re: Considering approval of the continuation of the Proclamation of Local Emergency due to COVID-19.

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 August 17, 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 – AUGUST 3, 2021

SUBJECT: Charitable Car Washes Quarterly Report - 2021 Calendar Year

SOURCE: Finance

COMMENT: In accordance with City Council direction, staff is providing a report on charitable car wash permits issued during the year. Article VI, Section 15-130 of the City Code allows up to four car washes by a charitable organization in a calendar year.

For the period of January 1 to June 30, 2021, there have been no charitable car wash applications received or permits issued.

RECOMMENDATION: Information Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Code Enforcement - Fourth Quarter Report FY 2020-2021 (April - June)

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between April 1 and June 30, 2021. During this final quarter of the 2020-2021 fiscal year, each Department of the City contributed toward recording 806 code enforcement issues. Of these, 653 were corrected and 153 were continued into the 1st quarter of Fiscal Year 2021-2022 for additional corrective action. The Code Enforcement Division issued sixty-five (65) Administrative Citations during the 4th quarter.

At its meeting on July 20, 2021, the City Council reviewed its Ordinance related to the parking and storing of recreational vehicles, boats, and trailers. During the 4th quarter, Code Enforcement received twenty-seven (27) complaints, of which eleven (11) have been completed as of the time of this report. Information provided to Code Enforcement by the Porterville Police Department shows that during the timeframe listed above, the Police Department tagged 124 vehicles for removal from the streets for improper storage. Of the 124 notices, thirteen (13) were abated by the Police Department. The Police Department does not differentiate between recreational vehicles, boats, trailers, or automobiles in its reporting.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Code Enforcement Quarterly Report (April - June 2021)

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Code Enforcement Report, Quarter 4, FY 20-21

Q4 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	9	9	100.00%
Animals- agricultural animals	2	2	100.00%
Animals- barking dogs	10	10	100.00%
Animals- keeping too many or unauthorized species	3	3	100.00%
Animals- roosters	2	2	100.00%
Building Department/ Permits	14	5	35.71%
Business License Inquiries	1	1	100.00%
CEO, Business License	5	5	100.00%
CEO, Shopping Carts	9	9	100.00%
CEO, Sign Removal	89	89	100.00%
Code Enforcement, General	25	13	52.00%
Community Development, General or MULTIPLE violations	10	1	10.00%
Engineering	9	3	33.33%
Fences and freestanding walls	9	0	0.00%
Finance Service Request	22	16	72.73%
Fire Hazard	1	1	100.00%
Fireworks	6	6	100.00%
Garbage Collection/ Illegal Dumping	6	2	33.33%
Graffiti	4	4	100.00%
Health Hazard	8	4	50.00%
Itinerant Vendor, Solicitor, Peddler	4	4	100.00%
Landscaping/trees- private property	5	0	0.00%
Meter Request	56	33	58.93%
Neglected property/trash & debris	12	6	50.00%
Outdoor Storage	11	0	0.00%
Parking Issue	1	1	100.00%
Parks	7	7	100.00%
Police/ Traffic Enforcement	31	31	100.00%
Potholes	9	9	100.00%
Redevelopment	2	2	100.00%
Refuse Can Replacement / Repair	18	18	100.00%
Refuse Tracking	1	1	100.00%
Report Leak	24	22	91.67%
Sidewalk Condition	8	5	62.50%
Signs- In Public Right of Way	1	0	0.00%
Signs- Temporary	1	0	0.00%
Stop Light Issue	4	4	100.00%
Street Light Issue	2	2	100.00%
Street Sweeping	1	1	100.00%

Administrative Citations	Q1	Q2	Q3	Q4	Total
\$100	27	10	8	27	\$7,200
\$200	1	0	5	2	\$1,600
\$500	9	1	0	20	\$15,000
\$1,000	2	9	0	4	\$15,000
\$1,500	29	0	0	0	\$43,500
\$2,500	0	0	0	12	\$30,000
FY 20-21 Total Assesment	68	20	13	65	\$112,300

Shopping Carts	Q1	Q2	Q3	Q4	Total
Collected	19	55	57	16	147
Disposed (Lbs.)	0	0	0	0	

Private Property Vehicle Abatements	Q1	Q2	Q3	Q4	Total
Voluntary Abatement	15	17	35	16	83
Certified Voluntary Abatement	1	2	0	0	3
Towed	7	5	1	4	17
Total Vehicles Abated	23	24	36	20	103

Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	36	11	1652	52	1751
Completed by Owner	345	8	2	1,548	1903
Assigned to Contractor (private)	0	1	0	2	3
Assigned to Contractor (city owned)	0	1	77	22	100
Completed by Contractor	5	2	35	22	64
Admin Citations	24	10	0	27	61

Code Enforcement Report, Quarter 4, FY 20-21

Transit Department	1	0	0.00%
Vehicles- inoperable vehicles	26	16	61.54%
Vehicles- Parked on lawn	7	2	28.57%
Vehicles- RVs/boats/etc	27	11	40.74%
Water Waste	13	13	100.00%
Water Waste Admin Cite	17	17	100.00%
Water Waste NOV	231	231	100.00%
Weed Abatement	40	30	75.00%
Yard Sales, Frequent	2	2	100.00%
Q4 Total	806	653	72.00%



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Golf Course - Fourth Quarter Report - FY 2020-2021 (April - June)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville Golf Course for informational purposes. The report reflects the Fourth Quarter for FY 2020-2021.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Golf Course Quarterly Report (April - June 2021)

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Apr-20	Apr-21	May-20	May-21	Jun-20	Jun-21
Golfers	0	3394	1834	3279	2210	2610
Repeat 9/Twilight	0	2045	1154	1821	1463	1344
Tickets Used	0	1222	596	1296	645	1168
Passes Sold	0	39	4	45	28	36
Carts	0	2410	1479	2765	2440	2284
Total	\$0.00	\$26,009.00	\$14,412.00	\$26,934.00	\$20,774.00	\$20,963.00

FOOTGOLF

	Apr-20	Apr-21	May-20	May-21	Jun-20	Jun-21
18-hole adult	0	0	5	2	5	2
18-hole youth	0	0	0	3	0	3
Cart rental	0	0	0	0	0	0
Ball rental	0	0	0	0	0	0
Party	0	0	0	0	0	0
Total	\$0.00	\$0.00	\$50.00	\$35.00	\$50.00	\$35.00

GRAND TOTAL	\$0.00	\$26,009.00	\$14,462.00	\$26,969.0	\$20,824.00	\$20,998.00
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- * **Repeat 9:** Additional 9 rounds after first 9
- * **Twilight:** Afternoon discount rate
- * **Tickets:** Surcharge with monthly play pass \$1.00 9-hole, \$2.00 18-hole
- * **Passes:** Monthly Passes sold

The Golf Course was closed during the month of April 2020 due to COVID-19.



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: OHV Park - Fourth Quarter Report - FY 2020-2021 (April - June)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the OHV Park for informational purposes. The report reflects the Fourth Quarter for FY 2020-2021.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. OHV Park Quarterly Report (April - June 2021)

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE OHV RIDERSHIP

	Apr-20	Apr-21	May-20	May-21	Jun-20	Jun-21
Riders		190	236	416	355	222
Revenue	Closed	\$4,660.00	\$ 5,135.00	\$ 10,050.00	\$ 7,175.00	\$ 5,120.00
Days Open		7	11	13	12	10

***The OHV Park was closed April 2020 due to COVID-19.**



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Street Performance Measure Quarterly Report FY 2020-2021 (April - June)

SOURCE: Engineering and Project Management

COMMENT: The purpose of this report is to provide City Council with an update on progress made on street reconstruction, overlay, micro-surfacing and pothole repair efforts for the fourth quarter (April - June) of Fiscal Year 2020-2021. For Council's information, when reviewing the report, the light blue bar represents staff's estimated quantity of "work" for each category for the fiscal year. The black overlaid bar represents the quantity of work accomplished to date. The third quarter report is attached for comparison.

City street crews have focused mainly on street overlay work and pothole repair efforts during this fourth quarter reporting period. The Henderson Avenue Reconstruction (Indiana Street to Jaye Street and Second Street to Plano Street) project is now complete. The Newcomb Street reconstruction (Olive Avenue to Porter Slough) is currently out to bid. Main Street reconstruction (Morton Avenue to Olive Avenue), Henderson Avenue rehabilitation (Westwood Street to Patsy Street), Union Avenue reconstruction (Indiana Street to Jaye Street), Villa Street reconstruction (Henderson Avenue to Olive Avenue) and Morton Avenue reconstruction (Westwood Street to Plano Street) are all under design.

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Street Performance Measure Quarterly Report (April - June 2021)
2. Street Performance Measure Quarterly Report (January - March 2021)

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
2020/2021 Level of Service Report
Prepared By J. Sanchez

4th QUARTER REPORT - April 1, 2021 - June 30, 2021

[illegible]

3rd QUARTER REPORT - January 1, 2021 - March 31, 2021

CITY OF PORTERVILLE
2020/2021 Level of Service Report
Prepared By J. Sanchez

3rd QUARTER REPORT - January 1, 2021 - March 31, 2021

[illegible]

3rd QUARTER REPORT - January 1, 2021 - March 31, 2021



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Building Permit Activity Quarterly Report FY 2020-2021 (April - June)

SOURCE: Engineering and Project Management

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of April, May and June 2021. The two main categories include new residential permits issued and new commercial permits issued.

4th Quarter of FY 2020/2021 compared to 4th Quarter of FY 2019/2020
New residential permits issued during the 4th quarter of 2021 (60) are up 150% from the 4th quarter of 2020 (24). New commercial permits issued during the 4th quarter of 2021 (2) showed an increase from the new commercial permits issued during the same period last fiscal year (0).

Year-to-Date (July 2020 to June 2021)
New residential permits issued this fiscal year (154) are up 121% as compared to the previous fiscal year (62). New commercial permits issued this fiscal year (2) showed an increase when compared to the previous fiscal year (0).

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Building Activity - April 2021
2. Building Activity - May 2021
3. Building Activity - June 2021

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2019 - 4/30/2020 AND
7/1/2020 - 4/30/2021

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	APRIL 2021	APRIL 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	APRIL 2021	APRIL 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	APRIL 2021	APRIL 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	17	4	111	117	4,105,055	1,232,360	25,022,216	36,282,465	36,873.19	10,254.42	244,105.21	281,973.19
NEW COMM	0	0	4	2	0	0	6,906,542	5,000,000	0.00	0.00	14,280.08	10,184.00
RESID IMROV	11	4	93	82	143,635	38,000	1,022,457	852,044	4,073.52	1,731.92	35,464.85	31,795.97
COMM IMPROV	0	0	0	7	0	0	0	315,270	0.00	0.00	0.00	11,732.00
OTHER	30	22	339	252	489,771	270,985	4,921,215	3,633,058	7,526.00	5,031.00	84,136.80	61,142.45
ELECT	39	38	414	377	510,314	476,150	9,432,740	5,433,807	7,418.00	7,526.00	80,897.00	72,725.70
PLUMB	83	26	589	562	207,120	35,691	1,023,969	535,305	12,205.00	3,537.00	84,332.00	74,761.00
TOTALS	180	94	1,550	1,399	5,455,895	2,053,186	48,329,140	52,061,949	68,095.71	28,080.34	543,215.94	544,314.31

	NEW DWELLING UNITS TOTALS			
	APRIL 2021	APRIL 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	16	3	106	112
MULTI FAMILY	0	4	11	154
TOTAL	16	7	117	266


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2019 - 5/31/2020 AND
7/1/2020 - 5/31/2021

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	MAY 2021	MAY 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	MAY 2021	MAY 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	MAY 2021	MAY 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	23	8	134	125	5,429,471	2,526,250	30,451,687	38,808,715	46,783.59	22,652.41	290,888.80	304,625.60
NEW COMM	1	0	5	2	117,200	0	7,023,742	5,000,000	4,580.78	0.00	18,860.86	10,184.00
RESID IMROV	9	11	102	93	93,879	263,787	1,116,336	1,115,831	4,381.77	7,107.03	39,846.62	38,903.00
COMM IMPROV	0	0	0	7	0	0	0	315,270	0.00	0.00	0.00	11,732.00
OTHER	35	23	374	275	522,432	248,583	5,443,647	3,881,641	8,435.00	5,083.70	92,571.80	66,226.15
ELECT	50	28	464	405	759,845	289,162	10,192,585	5,732,969	9,363.00	5,344.00	90,260.00	78,069.70
PLUMB	66	25	655	587	186,298	83,169	1,210,267	618,474	10,122.00	3,894.00	94,454.00	78,655.00
TOTALS	184	95	1,734	1,494	7,109,125	3,410,951	55,438,264	55,472,900	83,666.14	44,081.14	626,882.08	588,395.45

	NEW DWELLING UNITS TOTALS			
	MAY 2021	MAY 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	23	6	129	118
MULTI FAMILY	0	8	11	162
TOTAL	23	14	140	280


CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2019 - 6/30/2020 AND
7/1/2020 - 6/30/2021

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JUNE 2021	JUNE 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	JUNE 2021	JUNE 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	JUNE 2021	JUNE 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	20	12	154	137	4,506,967	3,466,179	34,958,654	42,274,894	41,472.63	29,899.74	332,361.43	333,525.34
NEW COMM	1	0	6	2	1,300,000	0	8,323,742	5,000,000	6,938.96	0.00	25,799.82	10,184.00
RESID IMROV	4	18	106	111	109,390	423,427	1,225,726	1,539,258	1,671.14	6,681.69	41,517.76	45,584.69
COMM IMPROV	0	0	0	7	0	0	0	315,270	0.00	0.00	0.00	11,732.00
OTHER	38	44	412	319	531,942	581,430	5,975,589	4,463,071	8,671.00	9,605.00	101,242.80	75,831.15
ELECT	52	38	516	443	929,562	698,437	11,122,146	6,431,406	10,287.00	7,449.00	100,547.00	85,518.70
PLUMB	89	63	744	650	178,969	75,440	1,389,236	693,914	13,027.00	9,198.00	107,481.00	87,853.00
TOTALS	204	175	1,938	1,669	7,556,829	5,244,913	62,995,093	60,717,813	82,067.73	62,833.43	708,949.81	650,228.88

	NEW DWELLING UNITS TOTALS			
	JUNE 2021	JUNE 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	20	11	149	129
MULTI FAMILY	0	4	11	166
TOTAL	20	15	160	295


 CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: City Council Member Board Appointments Attendance Quarterly Report FY 2020-2021 (April - June)

SOURCE: Administrative Services

COMMENT: At its meeting of January 21, 2020, the City Council directed staff to prepare a quarterly report on Council Member attendance at meetings of boards and committees to which Council Members were appointed. This report represents attendance at meetings during the fourth quarter of Fiscal Year 2020-2021 (April through June 2021).

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. City Council Committee Attendance FY 2020-21 (April-June 2021)

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

City Council Attendance - FY 2020-2021 Fourth Quarter Report

Committee/Board	Member/Alternate	APRIL	MAY	JUNE
Tulare County Association of Governments/Tulare County Transportation Authority	Martha Flores - Member Milt Stowe - Alternate	4/19 P	5/17 P	6/28 P
Tulare County Regional Transit Agency	Monte Reyes - Member Milt Stowe - Alternate	4/19 P	5/17 P	6/21 P
Tulare County Taskforce on Homelessness	Martha Flores - Member Claudia Calderon - Alternate	4/21 P	5/19 P	6/16 P
Council of Cities	Martha Flores - Member Milt Stowe - Member			
Porterville Area Airport Development Corporation ("PAADA")	Monte Reyes - Member Martha Flores - Member	4/22 P 4/22 P	5/20 P 5/20 P	
Joint City/School District Committee	Milt Stowe-Member Kellie Carrillo-Member			
Ad Hoc Committee- COVID-19	Monte Reyes-Member Kellie Carrillo - Member	4/12 P, 4/27 P 4/12 P, 4/27 P	5/24 P 5/24 P	
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Monte Reyes - Member Daniel Penaloza-Member		5/13 P 5/13 A	
Ad Hoc Committee - Provision of Local Water Services	Daniel Penaloza-Member Kellie Carrillo - Member			
Tule River Improvement JPA	Monte Reyes - Member Michael Knight-Alternate	4/5 P		
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate			
PDC Advisory Board	John Lollis - Member Mayor - Alternate			
Internal City Audit Committee	Martha Flores - Member Kellie Carrillo - Member			6/7 P 6/7 P
San Joaquin Valley Air Pollution Control District ("SJVAPCD") Board	Monte Reyes - Member	4/15 P	5/20 P	6/17 P
San Joaquin Valley Special City Selection Committee	Milt Stowe - Member Monte Reyes - Alternate			
Eastern Tule Groundwater Sustainability Agency JPA	Monte Reyes - Member Michael Knight-Alternate	4/1 P	5/6 P	6/3 P
San Joaquin Valley REAP Committee	Martha Flores- Member			6/25 P
Local Initiatives Navigation Center Committee (LINC)	Daniel Peñaloza - Member	4/7 A	5/5 A	

P = Present A = Absent



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: City Commission and Committee Attendance Quarterly Report FY 2020-2021
(April - June)

SOURCE: Administrative Services

COMMENT: Staff herein provides for the City Council's information attendance reports as of 4th Quarter Fiscal Year 2020-2021 for the following City Commissions and Committees:

Animal Control Commission
Arts Commission
Library & Literacy Commission
Parks & Leisure Services Commission
Transactions & Use Tax Oversight Committee
CDBG Advisory & Housing Opportunity Committee

RECOMMENDATION: Informational Only.

ATTACHMENTS:

1. Animal Control Commission
2. Arts Commission
3. Library & Literacy Commission
4. Parks & Leisure Services Commission
5. Transactions and Use Tax Oversight Committee
6. CDBG Citizens' Advisory and Housing Opportunity Committee

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

**Animal Control Commission
Attendance Records**

30-Jun-21

	2021 Mar	2021 Apr	2021 May	2021 June	2021 July	2021 Aug	2021 Sept	Notes:
Florenza Pizanis		P	P					
Jerry Hall		P	A					
Kathy Guinn		P	P					
Kat Harris		P	P					
Art Duron		A	A					

*Meeting cancelled due to lack of quorum.

**Meeting cancelled due to holiday and/or scheduling.

	2020 Aug	2020 Sept	2020 Oct	2020 Nov	2020 Dec	2021 Jan	2021 Feb	Notes:
Florenza Pizanis	No meetings held due to COVID.							
Jerry Hall								
Kathy Guinn								
Kat Harris								
Vacant								

*Meeting cancelled due to lack of quorum.

**Meeting cancelled due to holiday and/or scheduling.

	2020 14-Jan	2020 25-Feb	2020 11-Mar	2020 Apr	2020 May	2020 June	2020 July	Notes:
Florenza Pizanis	P	P	A	No meetings held due to COVID.				
Jerry Hall	P	A	P					
Kathy Guinn	P	P	P					
Kat Harris	A	P	P					
Vacant								

*Meeting cancelled due to lack of quorum.

**Meeting cancelled due to holiday and/or scheduling.

	2019 10-Jun	2019 8-Jul	2019 12-Aug	2019 9-Sep	2019 14-Oct	2019 11-Nov	2019 9-Dec	Notes:
Florenza Pizanis	*	P	A	P	P	**	**	
Valerie Simonich	*	P	P	P	A	**	**	
Jerry Hall	*	A	P	P	A	**	**	
Kathy Guinn	*	P	P	A	P	**	**	
Kat Harris				P	P	**	**	

*Meeting cancelled due to lack of quorum.

**Meeting cancelled due to holiday and/or scheduling.

**Arts Commission
Attendance Records**

As of June 30, 2021

	2020 Dec	2021 Jan	2021 Feb	2021 Mar	2021 Apr	2021 May	2021 June	2021 July	
Vacant	No meetings held due to COVID.								
Kyree Perkins					*P	*P	*A		
Emily Luna					*P	*P	*A		
Diego Monterrubio					*A	*A	*A		
Eden Santos					*A	*A	*P		
(Student) vacancy									

* No meeting held due to lack of quorum.

	2020 April	2020 May	2020 June	2020 July	2020 Aug	2020 Sept	2020 Oct	2020 Nov	
Vacant	No meetings held due to COVID-19.								
Kyree Perkins									
Emily Luna									
Diego Monterrubio									
David Mason									
(Student) vacancy									

	2019 28-Aug	2019 25-Sep	2019 23-Oct	2019 27-Nov	2019 25-Dec	2020 22-Jan	2020 4-Mar	2020 24-Mar	
Donna Serna	A*	**	A	**	**	**		**	
Kyree Perkins	P*	**	P	**	**	**	P	**	
Emily Luna	P*	**	P	**	**	**	P	**	
Diego Monterrubio	A*	**	A	**	**	**		**	
David Mason			P	**	**	**	P	**	
(Student) vacancy									

* No meeting due to lack of quorum.

** Meeting Cancelled

	2018 Dec	2019 17-Jan	2019 13-Feb	2019 27-Mar	2019 24-Apr	2019 22-May	2019 26-Jun	2019 24-Jul	
Donna Serna	*	P	P	**	A	A	A*	A*	
Kyree Perkins	*	A	P	**	P	P	A*	P*	
Emily Luna	*	P	P	**	P	P	P*	P*	
Diego Monterrubio	*	A	P	**	A	P	A*	A*	
West Maas	*	P	P	**	P	A	P*		
Kacie Bellisch				**	P	P			

* No meeting due to lack of quorum.

LIBRARY & LITERACY COMMISSION - Attendance Record

As of June 30, 2021

P = Present; A = Absent; E = Excused absence; T = Tardy

 = Summer Hiatus

	2020 Jan 14	2020 Feb 11	2020 Mar 10	2020 Nov 10	2021 Feb 9	2021 May 11	2021	2021	2021	2021
Catherine May	P	E	P	P	P	P				
Esther Figueroa	P	P	P	P	P	P				
Edith La Vonne	P	P	P	P	P	P				
Patience Christenson	P	E	P	P	P	P				
Kim Baumgardner	P	P	P	P	P	P				
Susan Uptain	P	P	P	P	P	E				
Leslie Pelon	P	P	P	P	P	P				

	2019 Mar 12	2019 Apr 26	2019 May 2	2019 June	2019 July	2019 Aug 13	2019 Sept 10	2019 Oct 8	2019 Nov 12	2019 Dec 10	
Catherine May	E	E	P			P	E	P	P	P	
Allan Bailey	P	E	E			P	P	P	P		Resigned 11/19.
Esther Figueroa	P	P	P			A	P	P	P	P	
Tamara Bishop-Mitchell	P	P	P			P	P	E			Resigned 11/19.
Edith La Vonne	P	P	P			P	P	P	P	P	
Jennifer Biagio	E	P	E			P	E	E	P	P	
Patience Christenson	E	E	E			P	P	P	P	P	
Kim Baumgardner									P	P	Appointed 11/19.
Susan Uptain									P	P	Appointed 11/19.
Leslie Pelon										P	Appointed 12/19.

	2018 May 8	2018 June	2018 July	2018 Aug 14	2018 Sept 11	2018 Oct 9	2018 Nov 13	2018 Dec 11	2019 Jan 17	2019 Feb 12	
Catherine May	P			P	P	P	P	P	P	P	
Allan Bailey	P			P	P	P	P	P	E	P	
Esther Figueroa	P			P	E	E	P	P	P	P	
Tamara Bishop-Mitchell	P			P	P	P	P	P	P	P	
Edith La Vonne	P			P	P	P	E	P	P	P	
Jennifer Biagio	E			E	E	E	E	P	P	E	
Patience Christenson	P			E	E	E	P	E	P	P	

	2017 July	2017 Aug 8	2017 Sept 12	2017 Oct 10	2017 Nov 14	2017 Dec 12	2018 Jan 9	2018 Feb 13	2018 Mar 13	2018 Apr 10	
Catherine May		A	P	P	P	P	P	P	P		
Allan Bailey		P	P	P	P	P	P	P	P		
Esther Figueroa		P	P	P	P	P	P	P	P		
Tamara Bishop-Mitchell		P	P	P	P	P	P	P	P		
Edith La Vonne		P	P	P	E	E	P	P	P		
Jennifer Biagio		P	E	E	E	A	P	E	E		
Patience Christenson		A	P	P	P	E	P	P	P		

Parks & Leisure Services Commissioner's Record of Attendance

	2020 July	2020 Aug	2020 Sept	2020 Oct	2020 Nov	2020 Dec	2021 Jan	2021 Feb	2021 Mar	2021 Apr	2021 May	2021 June	
	5	11			5			4			6	3	
Phillip Duncan	**	P	**	**	P	**	**	A	**	**	A	E	
Diane Graybehl	**	P	**	**	P	**	**	P	**	**	P	E	
Kieran Daly	**	E	**	**	P	**	**	A	**	**	E	E	
Janet Uresti	**	P	**	**	P	**	**	P	**	**	P	P	
Tom Fiormonti	**	P	**	**	P	**	**	P	**	**	P	P	
Jason Gurrola	**	P	**	**	P	**	**	P	**	**	P	P	
Jason Pommier	**	P	**	**	P	**	**	P	**	**	P	P	

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2019 July	2019 Aug	2019 Sept	2019 Oct	2019 Nov	2019 Dec	2020 Jan	2020 Feb	2020 Mar	2020 Apr	2020 May	2020 June	
	5	2	6	4	1	6	3	7	7	4	2	6	
Rocco Calantone	**	**	P	P									
Richard Rankin	**	**	P	P									
Rachel Lucero	**	**	A	A									
Carrol Land	**	**	P	P									
Phillip Duncan	**	**	A	P	P	P	P	P	P				
Diane Graybehl	**	**	P	P	P	P	E	P	P				
Kieran Daly	**	**	P	E	P	P	P	P	A				
Janet Uresti	**	**	P	P	P	P	P	P	P				
Tom Fiormonti					P	P	P	P	P				
Jason Gurrola					P	P	P	P	E				
Jason Pommier					P	E	P	P	P				

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2018 July	2018 Aug	2018 Sept	2018 Oct	2018 Nov	2018 Dec	2019 Jan	2019 Feb	2019 Mar	2019 Apr	2019 May	2019 June	
	5	2	6	4	1	6	3	7	7	4	2	6	
Rocco Calantone	**	**	E	P	P	P	P	E	P	P	P	P	
Richard Rankin	**	**	P	P	P	E	P	P	P	P	E	P	
Rachel Lucero	**	**	A	A	P	A	P	A	P	P	A	P	
Carrol Land	**	**	P	P	A	P	P	P	P	P	P	P	
Phillip Duncan	**	**	P	P	P	P	P	P	P	A	P	P	
Diane Graybehl	**	**	P	P	P	P	P	E	P	P	P	P	
Kieran Daly	**	**	E	P	E	E	P	P	A	P	P	A	
Janet Uresti	**	**	P	P	E	E	P	P	P	E	P	P	

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

**Transactions and Use Tax Oversight Committee
Attendance Records**

As of June 30, 2021

	2020 23-Sep	2020 18-Nov	2021 26-May					
John Simonich	P	P	P					<i>Term expires 5/2022</i>
Margaret Stinson	P	P	P					<i>Term expires 5/2024</i>
Russell "Buck" Fletcher	A	P	P					<i>Term expires 5/2022</i>
John Billiou	P	P	P					<i>Term expires 5/2022</i>
Jerry Hall	A	P	A					<i>Term expires 5/2022</i>
Janice Kovars	P	P	P					<i>Term expires 5/2024</i>
Shawn Byars	P	A	P					<i>Term expires 5/2022</i>
Joshua Sulier	P	P	P					<i>Term expires 5/2024</i>
Angela Dennis			P					<i>Apptd 12/20; Term exp 5/2024</i>
Vacant								

* Meeting cancelled

	2018 13-Nov	2019 9-Jan	2019 12-Feb	2019 28-May	2019 27-Aug	2019 6-Nov	2020 26-Feb	
John Simonich	A	P	A	P	A	A	*	
Margaret Stinson	P	P	P	A	P	P	*	
Russell "Buck" Fletcher	P	P	P	P	P	P	*	
John Angell	A	A	A	P	P	P	*	
Mike Boudreaux Sr.	A	P	P	P	P	A	*	
Virginia Gurrola	P	P	P	A				
John Billiou	P	P	A	P	P	P	*	
Jerry Hall	P	P	P	P	P	P	*	
Janice Kovars	P	P	P	P	P	P	*	
Shawn Byars	P	P	P	P	P	P	*	
Joshua Sulier						P	*	

* Meeting cancelled

	2017 28-Feb	2017 23-May	2017 29-Aug	2017 14-Nov	2018 Feb 13*	2018 10-May	2018 28-Aug	
John Simonich	P	A	A	P	P	A	P	
Margaret Stinson	P	P	P	P	A	P	P	
Kathleen "Kat" Harris	P	P	P	P	A	P	P	
Russell "Buck" Fletcher	P	A	P	A	A	P	P	
Titus Moore								<i>Resigned</i>
Richard Stadtherr								<i>Appointment rescinded 2/21</i>
John Angell	P	P	A	P	A	P	P	<i>Appointed 2/7</i>
Mike Boudreaux Sr.	P	P	P	P	P	P	A	<i>Appointed 2/7</i>
Jerry Claborn	P	P	P	P	P	P		<i>Term ended</i>
Virginia Gurrola	P	P	P	P	P	P	P	<i>Appointed 2/21</i>
John Billiou			A	A	A	A	P	<i>Appointed 7/17</i>
Jerry Hall							P	<i>Appointed 7/18</i>
Janice Kovars							P	<i>Appointed 7/18</i>

* No meeting was held due to lack of quorum.

**CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Records**

As of June 30, 2021

Committee Member	Reg. Mtg 3/4/2020	Reg. Mtg 2/25/2021	Reg. Mtg	Reg. Mtg	Reg. Mtg
Pat Contreras	P	P			
Linda Mendez	P	P			
Grace Munoz-Rios	P				
Doug Heusdens	A	A			
Rebecca Vigil	A	A			
Kelle Jo Lowe	P	P			
Maria Gonzalez	P				
Eriselda Lizarraga		P			

* No meeting was held due to COVID.

Committee Member	Reg. Mtg 4/27/2015	Reg. Mtg 3/28/2016	Reg. Mtg 3/1/2017	Reg. Mtg 2/28/2018	Reg. Mtg 2/26/2019
Pat Contreras	P	A	P	P	P
Linda Mendez	P	A	P	P	A
Grace Munoz-Rios	P	P	P	P	P
Doug Heusdens	P	P	P	P	A
Rebecca Vigil	P	P	A	P	P
Kelle Jo Lowe	P	P	P	P	P
Maria Gonzalez	P	A	P	P	P

Committee Member	Year Originally Appointed	Reg. Mtg 3/14/2011	Reg. Mtg 3/12/2012	Reg. Mtg 3/11/2013	Reg. Mtg 3/10/2014
Pat Contreras	1988	P	P	P	P
Linda Olmedo	1997	P	P	P	P
Grace Munoz-Rios	1992	P	P	P	A
Doug Heusdens	2012	N/A	P	P	P
John Dennis	1998	P	P	A	P
Rebecca Vigil	2008	P	P	A	P
Kelle Jo Lowe	2009	P	P	P	P

This Committee typically meets on an annual basis in February or March.



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Zalud House Donation

SOURCE: Parks and Leisure Services

COMMENT: The Zalud House was built in 1891. The house was given to the City of Porterville by the Zalud's youngest daughter, Pearle, in 1970. Established as the Zalud House Museum, guided tours to the public began in 1977 in memory of the family. It is one of the few museums in the nation that is furnished entirely with the original owners' possessions.

The Dr. Samuel Gregg George from local Chapter 1855 of E Clampus Vitus has donated many volunteer hours to the Zalud House over the years, completing such projects as renovating the kitchen, constructing an outside fence, installing carpet in the bridal room, and much more. On October 16, 2021, the local chapter is proposing to install a 3' x 5' granite monument on the Zalud House grounds, depicting the history of the Zalud House. The Chapter is also proposing to install a hitching post near the main entrance to the grounds.

RECOMMENDATION: Information Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: City Council Minutes of July 20, 2021

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of July 20, 2021, for the City Council's consideration.

RECOMMENDATION: That the City Council approve the draft Minutes of July 20, 2021.

ATTACHMENTS: 1. Draft Minutes - July 20, 2021

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JULY 20, 2021, 5:00 PM**

Call to Order at 5:00 p.m.

Roll Call: Council Member Lawana Tate, Council Member Kellie Carrillo, Vice Mayor Martha A. Flores, Mayor Adrian Monte Reyes

Absent: Council Member Milt Stowe

ORAL COMMUNICATIONS

None

SCHEDULED MATTER

1. ADMINISTRATION OF OATH OF OFFICE AND SEATING OF NEW CITY COUNCIL

Recommendation: That Lawana Tate be sworn in as a Council Member representing District One for a term to expire upon the seating of a duly elected or appointed successor at the November 2022 General Municipal Election.

City Manager Lollis introduced the item, presented the staff report and administered the Oath of Office to the newly appointed Council Member Lawana Tate.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference With Real Property Negotiators/Property: 38 E. Cleveland Avenue. Agency Negotiator: John Lollis. Negotiating Parties: City Of Porterville and Pacheco Mary (TR) (P Bypass TR). Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 256 E. Orange Avenue, Porterville, Ca and APN 261-150-057. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 645 N. Prospect Street, Porterville. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 4** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Porterville Peace Officers Association, Porterville City Firefighters Association, Fire Officer Series, and All Unrepresented Management Employees.
- 5** - 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.

6 - Government Code Section 54956.9(D)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant exposure to litigation: Eight (8) Cases in which facts are not yet known to potential plaintiffs.

7 - Government Code Section 54956.9(D)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Three (3) Cases.

6:43 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

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

Pledge of Allegiance was led by Council Member Tate

Invocation -- a member of the Public came forward.

PRESENTATIONS

Census Bureau – Benita Duran

Chamber of Commerce - Quarterly Report – Christina Clausen

ORAL COMMUNICATIONS

- Noah Whittaker, introduced himself as the newly appointed Homeless Initiative Program Coordinator.

Email Submission

- Brock Neeley, Porterville, congratulated Council Member Lawana Tate on her appointment; stated that the bottom two bidders in Item 3 had not mentioned any suspension repairs; inquired about the accuracy of the figures in Item 10 and suggested that the City was in need of competent staff preparing estimates on City projects regarding Item 20; and stated that the City should hire at least two more Code Enforcement Officers and change to a proactive model versus the current complaint-based model in Item 23.

AB 1234 REPORTS

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

1. Local Initiatives Navigation Center Committee (LINC) - July 7, 2021

Mayor Reyes continued the report to the next meeting as the attendee was not present.

2. Eastern Tule Groundwater Sustainability Agency - July 9, 2021

Mayor Reyes reported on the approval of minutes for the prior meeting; a public hearing regarding the Groundwater Extraction Fee with very few comments made; action to consider a Resolution setting the Groundwater Extraction Fee; other action items were discussed such as a Resolution establishing acreages to be charged penalty rates, approval of Thomas Harder's Proposed Scope of Work and Cost Estimate for 2021/22 Annual Report, and an approval of template Opt-In Agreements for Split Parcel Landowners; and

the next meeting is scheduled for August 5, 2021.

3. Tulare County Water Commission - July 12, 2021

Vice Mayor Flores reported on staffs attendance and noted there was no Quorum so the meeting was informational. Flores stated the minutes were carried over; stated with regard to the drought update, Jessica from Environmental Health provided an update to well permitting; and that the next meeting was scheduled for August 9, 2021.

4. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - July 15, 2021

Mayor Reyes stated the Governing Board did not meet for the month of July; however there was a meeting for the 12th of July for the Tule River Improvement JPA and stated he was in attendance.

Mayor Reyes gave a report on said meeting and stated that there was an approval of expenditures that were presented, as well as the operating budget which was the same as the previous year, with no changes; stated there was a report on the expansion project for the success reservoir; and spoke of discussion of wetlands and habitats.

5. Tulare County Regional Transit Agency (TCRTA) - July 19, 2021

Mayor Reyes reported on the approval of the agreement for legal services for Tulare County; ratifying the employment agreement for the executive Director; and authorization for staff to apply for Areas of Persistent Poverty Program funding.

REPORTS

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

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission (Summer Hiatus)
2. Library & Literacy Commission (Summer Hiatus)
3. Arts Commission – No report.
4. Animal Control Commission – No report.
5. Youth Commission (Summer Hiatus)
6. Transactions And Use Tax Oversight Committee (Tutoc) – No report.

II. Staff Informational Reports

2021 Fireworks Enforcement Review

Water Conservation Phase Iii Status Update

CONSENT CALENDAR

Council agreed to postpone consideration of Item No. 11 due to the absence of Council Member Stowe.

COUNCIL ACTION: MOVED by Vice Mayor Martha A. Flores, SECONDED by Council Member Kellie Carrillo that the City Council approve Items Nos. 2-11,

with Item No. 11 postponed for consideration at the next Council meeting.

AYES: Tate, Carrillo, Flores, Reyes

NOES: None

ABSTAIN: None

ABSENT: Stowe

2. AUTHORIZATION TO PURCHASE SPECIALIZED EQUIPMENT - MIXING PUMP VOLUTE

Recommendation: That City Council:

1. Authorize the purchase of Digester #1 mixing pump volute from G3 Engineering, Inc. for an amount not to exceed \$10,220 inclusive of freight, taxes and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to G3 Engineering, Inc. for an amount not to exceed \$10,220 inclusive of freight, taxes and a ten percent (10%) contingency; and
3. Direct the Finance Director to make payment to G3 Engineering, Inc. upon receipt of invoice approved by the Public Works Director.

Documentation: M.O. 01-072021

Disposition: Approved.

3. AUTHORIZATION TO REPAIR TRANSIT VEHICLE #8104

Recommendation: That the City Council:

1. Rescind Council Minute Order 07-070621; and
2. Authorize the repair to transit vehicle #8104 by Golden State Paint and Body at a cost not to exceed \$5,000 (insurance deductible); and
3. Authorize payment of said repair upon satisfactory completion.

Documentation: M.O. 02-072021

Disposition: Approved.

4. AWARD OF CONTRACT - ON-CALL ESCROW AND TITLE SERVICES

Recommendation: That the City Council:

1. Authorize staff to negotiate on-call contracts with First American Title;
2. Authorize the Mayor to sign contract documents;
3. Authorize the Community Development Director to sign task orders; and
4. Authorize staff to make payments up to one hundred percent (100%) upon satisfactory completion of tasks.

Documentation: M.O. 03-072021

Disposition: Approved.

5. APPROVAL OF ANNUAL SERVICE AGREEMENT WITH ROUTEMATCH

Recommendation: That the City Council authorize the purchase of the annual cloud-based hosting, technical support, and licencing from RouteMatch, for Fiscal Year 2021-2022, in the amount of \$63,813.80.

Documentation: M.O. 04-072021

Disposition: Approved.

6. RESOLUTION APPROVING THE APPLICATION FOR STATEWIDE
PARK DEVELOPMENT AND COMMUNITY REVITALIZATION
PROGRAM GRANT FUNDS

Recommendation: That the City Council adopt the draft Resolution approving the
application for Statewide Park Development and Community
Revitalization Program Grant Funds.

Documentation: Resolution No. 32-2021

Disposition: Approved.

7. APPROVAL OF RESOLUTION TO EXECUTE THE AIRPORT
CORONAVIRUS RESPONSE GRANT PROGRAM (ACRGP) GRANT
AGREEMENT FOR THE PORTERVILLE MUNICIPAL AIRPORT

Recommendation: That the City Council approve the draft resolution authorizing the
Finance Director to execute the ACRGP Grant Agreement for the
Porterville Municipal Airport.

Documentation: Resolution No. 33-2021

Disposition: Approved.

8. ACCEPTANCE OF THE SELECTIVE TRAFFIC ENFORCEMENT
PROGRAM (STEP) GRANT

Recommendation: That the City Council:

1. Accept the STEP Grant from the California Office of Traffic Safety in
the amount of \$100,000; and
2. Authorize a budget adjustment for the Police Department in the Special
Safety Grants Fund for the 2021-2022 Fiscal Year in the amount of
\$100,000.

Documentation: M.O. 05-072021

Disposition: Approved.

9. ACCEPTANCE OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY
RECORDS IMPROVEMENT PROJECT GRANT

Recommendation: That the City Council:

1. Accept the Traffic Records Improvement Grant from the California
Office of Traffic
Safety in the amount of \$60,000; and
2. Authorize a budget adjustment for the Police Department in the
Special Safety Grants Fund for the 2021-2022 Fiscal Year in the
amount of \$60,000.

Documentation: M.O. 06-072021

Disposition: Approved.

10. PRELIMINARY ANNUAL ENGINEER'S REPORT OF ASSESSMENTS
FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS AND
SETTING A PUBLIC HEARING

Recommendation: That the City Council:

1. Adopt Resolutions;
 - a. Ordering the preparation of and Engineer's Report for the Landscape and Lighting Maintenance Districts for the 2021-2022 Fiscal Year;
 - b. Giving preliminary approval to the Engineer's Report for the Landscape and Lighting Maintenance Districts for 2021-2022 Fiscal Year;
 - c. Declaring the intent to levy and collect assessments for the 2021-2022 Fiscal Year, and offering a time and place for hearing objections thereto.
2. Schedule a Public Hearing for August 3, 2021 at 6:30 P.M., regarding the Engineer's Report and proposed assessments for the Landscape and Lighting Maintenance Districts for the 2021-2022 Fiscal Year.

Documentation: M.O. 07-072021, Resolution No. 34-2021, Resolution No. 35-2021, Resolution No. 36-2021

Disposition: Approved.

11. SEWER UTILITY DISTRICTS ANNUAL ASSESSMENTS FISCAL YEAR
2021-2022

Recommendation: That the City Council adopt the draft Resolutions ordering the continued sewer district assessments for the 2021-2022 tax year.

Documentation: None

Disposition: Item was postponed to the next regularly scheduled Council meeting.

12. AMENDMENT TO EMPLOYEE PAY & BENEFIT PLAN - FIRE
OFFICERS SERIES

Recommendation: That the City Council approve the draft Resolution amending the Employee Pay and Benefit Plan pertaining to the Fire Officer Series employees.

Documentation: Resolution No. 37-2021

Disposition: Approved.

13. STATUS AND REVIEW OF LOCAL EMERGENCY: DROUGHT

Recommendation: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

Documentation: M.O. 08-072021

Disposition: Approved.

PUBLIC HEARINGS

14. MODIFICATION TO CONDITIONAL USE PERMIT PRC 2021-019 ARCO CAR WASH

Recommendation: That the City Council adopt the draft Resolution approving Modification No. 1 of Conditional Use Permit (PRC 2011-024-C) subject to conditions of approval.

City Manager Lollis introduced the item and Assistant Planner Oscar Zepeda presented the staff report.

The Public Hearing was opened at 7:36 p.m.

- Samer Sabbah, Applicant, stated that he was available for questions if the Council had any regarding the proposed modification.

The Public Hearing was closed at 7:37 p.m.

Vice Mayor Flores inquired whether the business would be utilizing recycled water, to which the applicant indicated they would.

COUNCIL ACTION: MOVED by Vice Mayor Martha A. Flores, SECONDED by Council Member Lawana Tate that the City Council approve Modification No. 1 of Conditional Use Permit (PRC 2011-024-C) subject to conditions of approval.

AYES: Tate, Carrillo, Flores, Reyes

NOES: None

ABSTAIN: None

ABSENT: Stowe

Documentation: Resolution No. 38-2021

Disposition: Approved.

15. ESTABLISHING LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS AND TAX ASSESSMENTS FOR PARCELS WITHIN SUMMIT ESTATES II PHASE 2 AND ROYAL OAKS

Recommendation: That the City Council:
1. Conduct the Public Hearing to receive public comment on establishing Landscape and Lighting Maintenance District Numbers 55 and 56; and
2. Adopt the draft Resolution approving the Engineer's Report and assessment method.

City Manager Lollis introduced the item and Parks and Leisure Services Director Donnie Moore presented the staff report.

The Public Hearing was opened at 7:42 p.m. and was closed at 7:43 p.m. when no one came forward to speak.

COUNCIL ACTION: MOVED by Vice Mayor Martha A. Flores, SECONDED by Council Member Kellie Carrillo that the City Council adopt the draft Resolution approving the Engineer's Report and Assessment method.

AYES: Tate, Carrillo, Flores, Reyes

NOES: None

ABSTAIN: None

ABSENT: Stowe

Documentation: Resolution No. 39-2021

Disposition: Approved.

SECOND READINGS

16. SECOND READING - ORDINANCE NO. 1886 - 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

Recommendation: That the City Council give Second Reading to Ordinance No. 1886, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Council Member Kellie Carrillo, SECONDED by Council Member Lawana Tate that the City Council give Second Reading to Ordinance No. 1886, 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 located at 230-232 N. Main Street, Porterville, California; waive further reading, and adopt said Ordinance.

AYES: Tate, Carrillo, Flores, Reyes

NOES: None

ABSTAIN: None

ABSENT: Stowe

Documentation: Ordinance No. 1886

Disposition: Approved.

17. SECOND READING - ORDINANCE NO. 1887 - APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND HAVEN #7 LLC

Recommendation: That the City Council give Second Reading to Ordinance No. 1887, waive further reading, and adopt said Ordinance.

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

COUNCIL ACTION: MOVED by Vice Mayor Martha A. Flores, SECONDED by Council Member Lawana Tate that the City Council give Second Reading to Ordinance No. 1887, an Ordinance approving a Development Agreement Between the City of Porterville and Haven #7 LLC relating to the development of a retail cannabis dispensary located at 1 W. Morton Avenue, Porterville, California; waive further reading, and adopt said Ordinance.

AYES: Tate, Carrillo, Flores, Reyes

NOES: None

ABSTAIN: None

ABSENT: Stowe

Documentation: Ordinance No. 1887

Disposition: Approved.

SCHEDULED MATTERS

18. APPROVAL FOR COMMUNITY CIVIC EVENT - PORTERVILLE CHAMBER OF COMMERCE - KJUG CONCERT SERIES 2021 - JULY 22, 2021 AND A DATE TO BE DETERMINED IN AUGUST 2021

Recommendation: That the City Council:

1. Consider the Porterville Chamber of Commerce request for street closures for the Community Civic Event, KJUG Concert Series 2021; and
2. Consider the Community Civic Event Application and Agreement from the Porterville Chamber of Commerce, subject to the Restrictions and Requirement contained in the Application and Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

City Manager Lollis introduced the item and presented the staff report. A discussion ensued concerning the use of City staff for logistical and personnel support of the proposed event.

COUNCIL ACTION: MOVED by Mayor Adrian Monte Reyes, SECONDED by Council Member Kellie Carrillo that the City Council deny a Community Civic Event application from the Porterville Chamber of Commerce and authorized the City and its staff to provide the logistical and personnel support for the proposed 2021 KJUG Free Summer Concert Series for this year.

AYES: Tate, Carrillo, Flores, Reyes

NOES: None

ABSTAIN: None

ABSENT: Stowe

Documentation: M.O. 09-072021

Disposition: Approved.

COUNCIL ACTION: MOVED by Vice Mayor Martha A. Flores, SECONDED by Council Member Kellie Carrillo that the City Council approved staffs proposed street closures for the KJUG Concert Series Community Civic Event.

AYES: Tate, Carrillo, Flores, Reyes

NOES: None

ABSTAIN: None

ABSENT: Stowe

Documentation: M.O. 10-072021

Disposition: Approved.

A Council Meeting recess occurred at 8:36 p.m. The Council reconvened at 8:50 p.m.

19. APPROVAL FOR COMMUNITY CIVIC EVENT - DOLORES C HUERTA FOUNDATION - AYUDEMOS A NUESTROS HIJOS - JULY 23, 2021

Recommendation: That the City Council approve the Community Civic Event Application and Agreement from the Dolores C Huerta Foundation, subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

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

Council was concerned with the proposed event attendees possibly going into other pavilions or areas that was not listed to be rented out to them. Council directed staff to contact the applicants to go over the parameters so that they are not interfering with other reservations that would possibly be in the area.

COUNCIL ACTION: MOVED by Mayor Adrian Monte Reyes, SECONDED by Council Member Kellie Carrillo that the City Council approve the Community Civic Event Application from Dolores C. Huerta Foundation to be held at Veterans Park Pavillion #2 on July 23, 2021.

AYES: Tate, Carrillo, Flores, Reyes

NOES: None

ABSTAIN: None

ABSENT: Stowe

Documentation: M.O. 11-072021

Disposition: Approved.

20. BID RESULTS - PUBLIC SAFETY BUILDING STORAGE PROJECT

Recommendation: That City Council consider:

1. Award of the Public Safety Building Storage Project to S&B Sons, Inc. in the amount of \$158,000;
2. Authorize progress payments up to ninety-five percent (95%) of the contract amount;
3. Authorize a ten percent (10%) contingency to cover unforeseen construction costs;
4. Authorize \$2,231 for construction management;
5. Authorize an additional appropriation of \$49,800 from Measure I funds to fully fund the project.

City Manager Lollis introduced the item and Engineering and Project Management Director Javier Sanchez presented the staff report.

COUNCIL ACTION: MOVED by Vice Mayor Martha A. Flores, SECONDED by Council Member Kellie Carrillo that the City Council approved awarding the Public Safety Building Storage Project to S&B Sons, Inc. in the amount of \$181,300.00.

AYES: Tate, Carrillo, Flores, Reyes

NOES: None
ABSTAIN: None
ABSENT: Stowe

Documentation: M.O. 12-072021

Disposition: Approved.

21. DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE - SEPTEMBER 22-24, 2021

Recommendation: That the City Council designate a Council Member to serve as the voting delegate, and up to two Council Members to serve as the alternate voting delegate(s), at the League of California Cities' Annual Conference scheduled for September 22-24, 2021 in Sacramento, CA.

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

COUNCIL ACTION: MOVED by Vice Mayor Martha A. Flores, SECONDED by Council Member Kellie Carrillo that the City Council approve the designation of the Voting Delegate to be assigned to Council Member Carrillo; with the 1st Alternate being assigned to Mayor Reyes and the 2nd Alternate being assigned to Vice Mayor Flores.

AYES: Tate, Carrillo, Flores, Reyes
NOES: None
ABSTAIN: None
ABSENT: Stowe

Documentation: M.O. 13-072021

Disposition: Approved.

22. CONSIDERATION OF COUNCIL APPOINTMENTS TO BOARDS AND COMMITTEES

Recommendation: That the City Council consider appointments to its Boards and Committees.

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

COUNCIL ACTION: MOVED by Vice Mayor Martha A. Flores, SECONDED by Mayor Adrian Monte Reyes that the City Council approve the appointment of Council Member Tate to the vacant seats of the Prop 64 Regulation of Marijuana Ad-hoc Committee, Provision of Local Water Services Ad-Hoc Committee, and the Local Initiatives Navigation Center Committee.

AYES: Tate, Carrillo, Flores, Reyes
NOES: None

ABSTAIN: None
ABSENT: Stowe

Documentation: M.O. 14-072021

Disposition: Approved.

23. REVIEW OF SIGN ORDINANCE

Recommendation: That the City Council consider the review of the City's Sign regulations for potential amendments and provide direction as determined.

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

Vice Mayor Flores spoke of signage concerns expressed by individuals to her and indicated her desire to be proactive in working toward education, compliance and beautification efforts. It was determined that the sign ordinance was complex and that a future item could be brought forward possibly at a study session.

Documentation: None

Disposition: Direction given

24. REVIEW OF ENFORCEMENT OF MUNICIPAL CODE PROVISIONS CONCERNING THE PARKING OF RECREATIONAL VEHICLES AND BOATS IN RESIDENTIAL AREAS

Recommendation: That the City Council consider enforcement of municipal code provisions regarding recreational vehicles and boats parked within residential neighborhoods and provide direction as determined.

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

Mayor Reyes spoke of the possible need for active enforcement on the parking of recreational vehicles and boats, noting an increase in use of RVs as residences connected to utilities. A discussion ensued during which time Council Member Tate suggested that the City could consider an ordinance similar to the City of Clovis pertaining to the enforcement of parked recreational vehicles.

Council directed staff to highlight information regarding RVs and Boats Parks within residential neighborhoods, within the Code Enforcement Quarterly Report.

Documentation: None

Disposition: Direction given.

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

Recommendation: That the City Council:
1. Receive the report of status and review of the Proclamation of Local

- Emergency;
2. Determine the need exists to continue said Declaration; and
 3. Take action and/or provide direction as deemed necessary.

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

COUNCIL ACTION: MOVED by Vice Mayor Martha A. Flores, SECONDED by Mayor Adrian Monte Reyes that the City Council approve the continuance of the Proclamation of Local Emergency.

AYES: Tate, Carrillo, Flores, Reyes
NOES: None
ABSTAIN: None
ABSENT: Stowe

Documentation: M.O. 15-072021

Disposition: Approved.

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, stated that Council Member Lawana Tate should have recused herself from Item No. 24, as she owns a recreational vehicle that is on a driveway.

OTHER MATTERS

- Council Member Carrillo wanted to acknowledge the Henderson Street overlay and stated the road was very nice; and acknowledged the staff and thanked them for being willing to help with the KJUG event.
- Vice Mayor Flores stated that Senator Hurtado should be made aware of other matters regarding water and the drought within the City of Porterville, and suggested that perhaps a trip to Sacramento was in order.
- Mayor Reyes stated he would be on the Hopper in the Morning podcast. He then congratulated newly-appointed Chief of Police Jake Castellow, noting it was his first meeting as Chief.
- City Manager Lollis thanked Chief Jake Castellow, Captain Dominic Barteau, and Administrative Assistant Melinda Rios for their efforts in Chief Kroutil's retirement party. He made note of Assistant Planner Oscar Zepeda's attendance at the meeting; spoke of Parks and Leisure Services Director Donnie Moore's birthday; thanked Fernando Gabriel-Moraga and Terry Romero for painting the new City Manager's/City Clerk offices and lobby area; and spoke of the upcoming National Night Out.

Council reconvened into Closed Session at 10:14 p.m.

CLOSED SESSION

It was reported that no reportable action took place during Closed Session.

ADJOURNMENT

The Council adjourned at 11:30 p.m. to the meeting of August 3, 2021

Fernando Gabriel-Moraga, Deputy City Clerk

SEAL

Adrian Monte Reyes, Mayor



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Authorization to Repair Refuse Truck

SOURCE: Public Works

COMMENT: Vehicle #6683, a 2014 Peterbilt Commercial Refuse truck, has experienced failure of the tag axle. The tag axle must be replaced and the repair should be completed by a Peterbilt certified repair facility. This truck has at least three years of expected service life remaining.

Staff is requesting authorization to utilize E.M. Tharp/American Truck Parts, to replace the tag axle, as they are the nearest Peterbilt certified repair facility, at an estimated cost of \$9,320.82 (inclusive of all parts, taxes, labor, including a 10% contingency). Funding is available in the Solid Waste Operating Budget.

RECOMMENDATION: That the City Council:

1. Authorize the refuse truck repair by E.M. Tharp/American Truck Parts. at a cost not to exceed \$9,320.82 (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. American Truck Parts Co. Estimate

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



19229 Ave. 152 • Porterville, CA 93257 • Phone: (559)781-2706
www.emtharp.com

*** Customer Review ***

Date / Time: 7/14/2021 12:00:06PM
Repair Order: 129
Customer: 2992
Branch: ATP
Invoice Total: \$ 8,473.47

Billing Service

Page 1 of 1

Bill To: CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257
Shop: 559 782-7456

Ship To: CITY OF PORTERVILLE
291 NORTH MAIN STREET
PORTERVILLE, CA 93257

Customer P/O: shaugen

Completion Date:

Unit Number: 6683

Model Year: 2014

Make/Model: Peterbilt 320

Type: Tractor

VIN: 3BPZX20X3EF242060

In-Service Date: 03/28/2014

Engine Manuf : CUMMINS

Engine Mo : ISL-G

Engine Serial : 73591493

Unit Components:

Manufacturer

Model

Part Number

Serial Number

Cummins IsL-G

Task: 1 01
Complaint:

Rear Axle Check and Advise
REMOVE AND REPLACE #4 TAG AXLE AS PER CUSTOMER.

Department: Service

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	HAZ	Hazardous Waste Fee	Misc	1.00	25.00	25.00
DSP	C74-1026C5511AAC41	AXLE-LIFT	Part	EA	1.00	6,483.75

Totals

Total Parts:	\$6,483.75
Total Core Chg:	\$0.00
Total Core Ret:	\$0.00
Total EHC:	\$0.00
Total Labor:	\$1,320.00
Total Miscellaneous:	\$25.00
Total Shop Supplies:	\$132.00
Invoice Subtotal:	\$7,960.75
Total Tax:	\$512.72
Invoiced Total:	\$8,473.47

Payment Method

Billing Service

WARRANTY: E.M. THARP, INC. WARRANTS THAT IT WILL REPLACE OR REPAIR ANY PARTS FOUND TO BE DEFECTIVE WITHIN A PERIOD OF 90 DAYS FROM DATE OF INSTALLATION. THE OBLIGATION UNDER THIS WARRANTY STATUTORY OR OTHERWISE, IS LIMITED TO THE REPLACEMENT OR REPAIR OF PARTS FOUND TO BE DEFECTIVE UPON INSPECTION AT E.M. THARP, INC SHOP. E.M. THARP, INC. SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF PARTS TO OPERATE PROPERLY NOR THE COST OF LABOR OR TRANSPORTATION CHARGES IN CONNECTION WITH THE REPLACEMENT OF DEFECTIVE PARTS. NO EXPRESS, IMPLIED OR STATUTORY WARRANTY OTHER THAN HEREIN SET FORTH IS MADE OR AUTHORIZED BY THE MANUFACTURER. SHOULD COLLECTION BECOME NECESSARY BY SUIT OR OTHERWISE, THE CUSTOMER SHALL BE LIABLE FOR REASONABLE ATTORNEY'S FEE'S AND COSTS OF COLLECTION OR SUIT. JURISDICTION SHALL BE IN FRESNO, KERN OR TULARE COUNTY, CA.

CUSTOMER SIGNATURE: _____



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Authorization for Police Vehicle Repairs

SOURCE: Police

COMMENT: On January 3, 2021, Unit #3334 was involved in a vehicle collision while responding to an emergency situation and pursuing a blacked out vehicle fleeing from an area of recent burglaries. The unit sustained moderate damage as a result of this collision.

At its meeting on March 16, 2021, the City Council approved the repairs to this unit at a cost of \$12,525.50. Upon receiving approval, the vehicle was repaired; however, on July 14, 2021, it was discovered there was a discrepancy between the cost of the repairs and the amount requested to be authorized. The subtotal from the quote had been inadvertently entered from page 4 as opposed to the grand total on page 5. The actual cost to repair this vehicle was \$20,812.79, which was still the lowest quote for repairing the damage.

The Department is requesting authorization to enter into an agreement with Porterville Collision Center and pay the correct amount it cost to repair the damage to Police Unit #3334, which was \$20,812.79.

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

RECOMMENDATION: That the City Council authorize payment for repairs by Porterville Collision Center to 2014 Dodge Charger (Unit #3334) for a cost of \$20,812.79.

ATTACHMENTS:

1. Porterville Collision Center - Final Repair Invoice
2. Porterville Collision Center - Repair Quote
3. City Council Agenda Staff Report - March 16, 2021
4. Milinich Body Works - Repair Quote

Appropriated/Funded:

Review By:

Department Director:
Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

PORTERVILLE COLLISION CENTER

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

Workfile ID: f6fad301
PartsShare: 67SXk9
State EPA: CAL00035406
BAR: ARD00262887

Estimate of Record

RO Number: 10749

Written By: Mike Crissman, 3/30/2021 3:49:06 PM

Insured: CITY OF PORTERVILLE
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257
(559) 782-7597 Business

Inspection Location:
PORTERVILLE COLLISION CENTER
721 N Sunnyside St
Porterville, CA 93257
Repair Facility
(559) 782-5181 Business

Insurance Company:

VEHICLE

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

VIN: 2C3CDXAT1EH191048	Interior Color:	Mileage In:	Vehicle Out:
License: 3334	Exterior Color:	Mileage Out:	
State: CA	Production Date: 11/2013	Condition:	Job #:

POWER

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

DECOR

Dual Mirrors
Tinted Glass
Overhead Console

CONVENIENCE

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

RADIO

AM Radio
FM Radio

Stereo
Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

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

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
Power Trunk/Liftgate

Estimate of Record

RO Number: 10749

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

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H bumper assy				2.7	
3	*	Repl USED bumper assy +25%	68092596AA	1	887.50	Incl.	3.2
4		Add for Clear Coat					1.3
5	*	R&I Impact bar (UHS)				<u>0.7</u>	
6		Repl RT Cover support	57010286AC	1	14.10	Incl.	
7		Repl LT Cover support	57010287AC	1	14.10	Incl.	
8		GRILLE					
9	R&I	Upper grille				0.3	
10		FRONT LAMPS					
11	*	Repl USED RT Headlamp assy +25%	57010410AF	1	222.50	<u>0.4</u>	
12	*	Repl USED LT Headlamp assy +25%	57010411AF	1	193.75	<u>0.4</u>	
13		Repl Aim headlamps		1		0.5	
14		RADIATOR SUPPORT					
15	**	Repl Non OEM CAPA Radiator support	68142202AA	1	376.00	1.0	<u>0.0</u>
16		Evacuate & recharge			m	1.4	
17	*	Repl RT Mount bracket	68249076AA	1	7.35	0.3	<u>0.0</u>
18	*	Repl LT Mount bracket	68249077AA	1	7.35	0.3	<u>0.0</u>
19		Repl LT Air guide 2-piece guide, upper	68085805AA	1	53.60	0.1	
20		Repl Front shield 3.6 & 5.7 liter	57010338AD	1	140.00	0.4	
21		COOLING					
22	*	Repl USED Reservoir +25%	55111260AF	1	56.25 m	<u>0.4</u>	
23		Repl Return hose	55038133AC	1	70.60 m	0.4	
24		Repl Reservoir hose	55038134AF	1	67.10 m	0.4	
25		HOOD					
26	*	Repl USED hood +25%	68089361AB	1	765.00	0.6	3.0
27		Add for Clear Coat					1.2
28		Refn hinge					0.3
29		Refn underside					1.5
30		Repl LT Lift cylinder	55113777AC	1	20.35	0.2	
31	*	Repl USED Latch w/o remote start +25%	55113787AB	1	60.00	<u>0.4</u>	
32		Repl Release cable	1PS72DX9AC	1	87.25	1.0	
33		FENDER					
34	*	Repl USED LT fender assy +25%	55113585AB	1	208.75	1.5	2.0
35		Overlap Major Adj. Panel					-0.4
36		Add for Clear Coat					0.3
37		Refn edges					0.5
38	**	Repl Non OEM LT Fender liner	68083029AH	1	65.00	0.3	
39		Repl LT Insulator	68043211AD	1	9.25	0.1	
40	*	Repl USED RT fender assy +25%	55113584AB	1	177.50	1.5	2.0
41		Overlap Major Adj. Panel					-0.4
42		Add for Clear Coat					0.3

Estimate of Record

RO Number: 10749

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

43		Refn edges					0.5
44	Repl	LT Apron assy to 03/2014 (HSS)	68093435AJ	1	447.00 s	7.0	1.5
45	Repl	LT Bumper bracket	5065269AC	1	58.35 s	0.8	0.3
46		Add for Clear Coat					0.1
47	Repl	LT Upper inner rail (HSS)	68037593AA	1	277.00 s	Incl.	0.8
48		Overlap Minor Panel					-0.2
49	Repl	LT Upper rail (HSS)	68043927AD	1	277.00 s	Incl.	0.8
50		Overlap Minor Panel					-0.2
51	ELECTRICAL						
52	Repl	Low note horn	56046499AF	1	45.75 m	0.2	
53	Repl	High note horn	56046501AF	1	45.75 m	0.2	
54	R&I	Battery 730 CCA			m	0.3	
55	ENGINE						
56	Repl	Air cleaner assy	4861843AC	1	214.00 m	0.5	
57	Repl	Air inlet duct	4861940AC	1	158.00 m	0.3	
58	Repl	Shield	5182345AE	1	37.25	0.2	
59	WHEELS						
60	*	Repl USED LT/Front Wheel, steel w/police 18", RWD +25%	4895425AE	1	106.25 m	<u>0.3</u>	
61	FRONT SUSPENSION						
62	Repl	LT Strut touring susp.	68072063AG	1	224.00 m	1.4	
63	Repl	LT Knuckle w/o Brembo brakes	5168421AF	1	607.00 m	2.0	
64	Repl	LT Upper cntrl arm	68045131AE	1	242.00 m	0.5	
65		Deduct for Overlap					-0.2
66	Repl	LT Lower cntrl arm w/o touring susp.	5168389AB	1	192.00 m	1.4	
67		Deduct for Overlap					-0.3
68		Deduct for Overlap					-0.6
69	WINDSHIELD						
70	Repl	Windshield NAGS w/o rain sensor, w/humidity sensor	DW01892GTY	1	526.22	3.5	
71	*	Repl USED Washer reservoir +25%	68125524AA	1	81.25	<u>0.4</u>	
72	INSTRUMENT PANEL						
73	Repl	Instrument panel w/column shift full console	1WG15DX9AB	1	1,280.00	6.8	
74	RESTRAINT SYSTEMS						
75	Repl	Psngr air bag	68045027AI	1	143.00 m	0.5	
76		Air bag system diagnosis			m	0.5	
77	Repl	Knee air bag	5057792AH	1	334.00 m	0.6	
78	Repl	Control module w/police	56038943AH	1	272.00 m	0.6	
79	Repl	Driver air bag w/o SRT logo	5QX401X9AA	1	845.00 m	0.4	
80	Repl	RT Retractor assy black	1HZ06DX9AI	1	259.00	0.7	
81	Repl	LT Retractor assy black	1HZ05DX9AI	1	252.00	0.7	
82	Repl	LT Ft impact sensor	56054085AA	1	170.00 m	0.3	
83	Repl	RT Ft impact sensor	56054085AA	1	170.00 m	0.3	
84	PILLARS, ROCKER & FLOOR						

Estimate of Record

RO Number: 10749

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

85		Repl	LT Rocker molding w/o SRT8	1LP87TZZAG	1	365.00	0.8	1.7
86			Overlap Major Non-Adj. Panel					-0.2
87			Add for Clear Coat					0.3
88	#	Subl	Hazardous waste removal		1	6.00		
89	#	Repl	Cover Car		1	18.00 T		
90	#		Color tint / color match		1	10.00 T	0.5	
91	#	Repl	Corrosion protection primer		1	10.00 T	0.5	
92	#	Repl	Flex additive		1	10.00 T		
93	#	Rpr	Setup & measure				2.0 F	
94	#	Subl	Four wheel alignment		1	99.94		
95	#	Rpr	Unibody structural repair pull				3.0 F	
96	#	Subl	Tire mount & wheel balance		1	38.69		
97	**	Repl	Non OEM Coolant		1	32.00 T		
98	#	Repl	tire +25%		1	525.00		
99	FRONT DOOR							
100	*	Repl	USED LT door assy +25%	68089371AB	1	643.75	2.1	3.1
101			Overlap Major Adj. Panel					-0.4
102	*		Add for Clear Coat					0.5
103			Refn exterior surface					2.1
104			Refn handle					0.4
105			LT Transfer door glass				0.9	
106		R&I	LT Power mirror w/o heat, w/o memory, w/o blind spot blue				0.5	
107	#	R&I	Detrim used door				2.0	
108		R&I	LT Mount plate				0.6	
109		R&I	LT Handle, outside black				0.4	
110		R&I	LT R&I trim panel				0.5	
111	#	Rpr	Pre scan				0.5 M	
112	#	Rpr	Post scan				0.5 M	
SUBTOTALS						12,525.50	59.4	25.9

Estimate of Record

RO Number: 10749

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

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					12,445.50
Body Labor	53.4 hrs	@		\$ 70.00 /hr	3,738.00
Paint Labor	25.9 hrs	@		\$ 70.00 /hr	1,813.00
Mechanical Labor	1.0 hrs	@		\$ 85.00 /hr	85.00
Frame Labor	5.0 hrs	@		\$ 75.00 /hr	375.00
Paint Supplies	25.9 hrs	@		\$ 39.50 /hr	1,023.05
Miscellaneous					80.00
Subtotal					19,559.55
Sales Tax	\$ 13,548.55	@		9.2500 %	1,253.24
Grand Total					20,812.79
Deductible					0.00
CUSTOMER PAY					0.00
INSURANCE PAY					20,812.79

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.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

RO Number: 10749

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

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 03/17/2021, 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.

Estimate of Record

RO Number: 10749

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

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
3	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~272541159 USED bumper assy +25% Bumper Assembly, Front RT,4DR RT AND SXT (MODELS), W/O ADAPTIVE CRUISE,S#\$RA429 Quote: 789084502 Expires: 03/22/21	\$ 710.00
11	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~270620648 USED RT Headlamp assy +25% Headlamp Assembly POLICE PACKAGE, (HALOGEN), R.,S#\$RA470 Quote: 789088010 Expires: 03/22/21	\$ 178.00
12	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~254055857 USED LT Headlamp assy +25% Headlamp Assembly SE,4DR L, SE, (HALOGEN), L.,S#YC1508 Quote: 789088278 Expires: 03/22/21	\$ 155.00
15	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1225235C Non OEM CAPA Radiator support Quote: 789089544 Expires: 03/22/21	\$ 376.00
22	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~246148084 USED Reservoir +25% Radiator Overflow Bottle 5.7,AUTO,RWD ,S#\$C2154 Quote: 789092854 Expires: 03/22/21	\$ 45.00
26	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~260470222 USED hood +25% Hood R/T,S#\$RA165 Quote: 789094398 Expires: 03/22/21	\$ 612.00
31	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~262004034 USED Latch w/o remote start +25% Hood Latch SE,4DR W/O REMOTE START,S#\$Y0821 Quote: 789105352 Expires: 03/22/21	\$ 48.00
34	LKQ Corp 4646 S. Chestnut #105	#~267598029 USED LT fender assy +25%	\$ 167.00

Estimate of Record

RO Number: 10749

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

	Fresno CA 93725 (559) 268-5500	Fender SE,4DR L, L.,S#\$C2434 Quote: 789095783 Expires: 03/22/21	
38	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1248154 Non OEM LT Fender liner Quote: 789096239 Expires: 03/22/21	\$ 65.00
40	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~272902403 USED RT fender assy +25% Fender RT,4DR R, R.,S#YC1535 Quote: 789096773 Expires: 03/22/21	\$ 142.00
60	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~250424782 USED LT/Front Wheel, steel w/police 18", RWD +25% Wheel POLICE3.6,4DR 18X7-1/2, STEEL, 5 SPOKE,S#\$R9763 Quote: 789080511 Expires: 03/22/21	\$ 85.00
71	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~272662045 USED Washer reservoir +25% Windshield Washer Reservoir RT,2DR ,S#\$Y1012 Quote: 789310000 Expires: 03/22/21	\$ 65.00
100	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~257885793 USED LT door assy +25% Door Assembly, Front L.,S#\$Y0741 Quote: 789296641 Expires: 03/22/21	\$ 515.00

3334

PORTERVILLE COLLISION CENTER

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

Workfile ID: f6fad301
PartsShare: 67SXk9
State EPA: CAL00035406
BAR: ARD00262887

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Written By: Juan Luis Caballero

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

Owner:	Inspection Location:	Insurance Company:
CITY OF PORTERVILLE	PORTERVILLE COLLISION CENTER	
291 N MAIN ST	721 N Sunnyside St	
PORTERVILLE, CA 93257	Porterville, CA 93257	
(559) 782-7597 Business	Repair Facility	
	(559) 782-5181 Business	

VEHICLE

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

VIN: 2C3CDXAT1EH191048	Interior Color:	Mileage In:	Vehicle Out:
License: 3334	Exterior Color:	Mileage Out:	
State: CA	Production Date: 11/2013	Condition:	Job #:

POWER

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

DECOR

Dual Mirrors
Tinted Glass
Overhead Console

CONVENIENCE

Air Conditioning

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

RADIO

AM Radio
FM Radio

Stereo

Search/Seek
CD Player
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
Power Trunk/Liftgate

Preliminary Estimate

Customer: CITY OF PORTERVILLE

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

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H bumper assy				2.7	
3	*	Repl USED bumper assy +25%	68092596AA	1	887.50	Incl.	3.2
4		Add for Clear Coat					1.3
5	*	R&I Impact bar (UHS)				0.7	
6		Repl RT Cover support	57010286AC	1	14.10	Incl.	
7		Repl LT Cover support	57010287AC	1	14.10	Incl.	
8		GRILLE					
9		R&I Upper grille				0.3	
10		FRONT LAMPS					
11	*	Repl USED RT Headlamp assy +25%	57010410AF	1	222.50	0.4	
12	*	Repl USED LT Headlamp assy +25%	57010411AF	1	193.75	0.4	
13		Repl Aim headlamps		1		0.5	
14		RADIATOR SUPPORT					
15	**	Repl Non OEM CAPA Radiator support	68142202AA	1	376.00	1.0	0.0
16		Evacuate & recharge			m	1.4	
17	*	Repl RT Mount bracket	68249076AA	1	7.35	0.3	0.0
18	*	Repl LT Mount bracket	68249077AA	1	7.35	0.3	0.0
19		Repl LT Air guide 2-piece guide, upper	68085805AA	1	53.60	0.1	
20		Repl Front shield 3.6 & 5.7 liter	57010338AD	1	140.00	0.4	
21		COOLING					
22	*	Repl USED Reservoir +25%	55111260AF	1	56.25	m	0.4
23		Repl Return hose	55038133AC	1	70.60	m	0.4
24		Repl Reservoir hose	55038134AF	1	67.10	m	0.4
25		HOOD					
26	*	Repl USED hood +25%	68089361AB	1	765.00	0.6	3.0
27		Add for Clear Coat					1.2
28		Refn hinge					0.3
29		Refn underside					1.5
30		Repl LT Lift cylinder	55113777AC	1	20.35	0.2	
31	*	Repl USED Latch w/o remote start +25%	55113787AB	1	60.00	0.4	
32		Repl Release cable	1PS72DX9AC	1	87.25	1.0	
33		FENDER					
34	*	Repl USED LT fender assy +25%	55113585AB	1	208.75	1.5	2.0
35		Overlap Major Adj. Panel					-0.4
36		Add for Clear Coat					0.3
37		Refn edges					0.5
38	**	Repl Non OEM LT Fender liner	68083029AH	1	65.00	0.3	
39		Repl LT Insulator	68043211AD	1	9.25	0.1	
40	*	Repl USED RT fender assy +25%	55113584AB	1	177.50	1.5	2.0
41		Overlap Major Adj. Panel					-0.4
42		Add for Clear Coat					0.3

Preliminary Estimate

Customer: CITY OF PORTERVILLE

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

43		Refn edges					0.5
open	Repl	LT Apron assy to 03/2014 (HSS)	68093435AJ	1	447.00 s	7.0	1.5
45	Repl	LT Bumper bracket	5065269AC	1	58.35 s	0.8	0.3
46		Add for Clear Coat					0.1
47	Repl	LT Upper inner rail (HSS)	68037593AA	1	277.00 s	Incl.	0.8
48		Overlap Minor Panel					-0.2
49	Repl	LT Upper rail (HSS)	68043927AD	1	277.00 s	Incl.	0.8
50		Overlap Minor Panel					-0.2
51	ELECTRICAL						
52	Repl	Low note horn	56046499AF	1	45.75 m	0.2	
53	Repl	High note horn	56046501AF	1	45.75 m	0.2	
54	R&I	Battery 730 CCA			m	0.3	
55	ENGINE						
56	Repl	Air cleaner assy	4861843AC	1	214.00 m	0.5	
57	Repl	Air inlet duct	4861940AC	1	158.00 m	0.3	
58	Repl	Shield	5182345AE	1	37.25	0.2	
59	WHEELS						
60	*	Repl USED LT/Front Wheel, steel w/police 18", RWD +25%	4895425AE	1	106.25 m	0.3	
61	FRONT SUSPENSION						
62	Repl	LT Strut touring susp.	68072063AG	1	224.00 m	1.4	
63	Repl	LT Knuckle w/o Brembo brakes	5168421AF	1	607.00 m	2.0	
64	Repl	LT Upper cntrl arm	68045131AE	1	242.00 m	0.5	
65		Deduct for Overlap					-0.2
66	Repl	LT Lower cntrl arm w/o touring susp.	5168389AB	1	192.00 m	1.4	
67		Deduct for Overlap					-0.3
68		Deduct for Overlap					-0.6
69	WINDSHIELD						
70	Repl	Windshield NAGS w/o rain sensor, w/humidity sensor	DW01892GTY	1	526.22	3.5	
71	*	Repl USED Washer reservoir +25%	68125524AA	1	81.25	0.4	
72	INSTRUMENT PANEL						
open	Repl	Instrument panel w/column shift full console	1WG15DX9AB	1	1,280.00	6.8	
74	RESTRAINT SYSTEMS						
75	Repl	Psng air bag	68045027AI	1	143.00 m	0.5	
76		Air bag system diagnosis			m	0.5	
77	Repl	Knee air bag	5057792AH	1	334.00 m	0.6	
78	Repl	Control module w/police	56038943AH	1	272.00 m	0.6	
79	Repl	Driver air bag w/o SRT logo	5QX401X9AA	1	845.00 m	0.4	
80	Repl	RT Retractor assy black	1HZ06DX9AI	1	259.00	0.7	
81	Repl	LT Retractor assy black	1HZ05DX9AI	1	252.00	0.7	
82	Repl	LT Ft impact sensor	56054085AA	1	170.00 m	0.3	
83	Repl	RT Ft impact sensor	56054085AA	1	170.00 m	0.3	
84	PILLARS, ROCKER & FLOOR						

Preliminary Estimate

Customer: CITY OF PORTERVILLE

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

85	Repl	LT Rocker molding w/o SRT8	1LP87TZZAG	1	365.00	0.8	1.7
86		Overlap Major Non-Adj. Panel					-0.2
87		Add for Clear Coat					0.3
88	#	Subl Hazardous waste removal		1	6.00		
89	#	Repl Cover Car		1	18.00 T		
90	#	Color tint / color match		1	10.00 T	0.5	
91	#	Repl Corrosion protection primer		1	10.00 T	0.5	
92	#	Repl Flex additive		1	10.00 T		
93	#	Rpr Setup & measure				2.0 F	
94	#	Subl Four wheel alignment		1	99.94		
95	#	Rpr Unibody structural repair pull				3.0 F	
96	#	Subl Tire mount & wheel balance		1	38.69		
97	xx	Repl Non OEM Coolant		1	32.00 T		
98	#	Repl tire +25%		1	525.00		
99	FRONT DOOR						
100	^	Repl USED LT dcor assy +25%	68089371AB	1	643.75	2.1	3.1
101		Overlap Major Adj. Panel					-0.4
102	x	Add for Clear Coat					0.5
103		Refn exterior surface					2.1
104		Refn handle					0.4
105		LT Transfer door glass				0.9	
106		R&I LT Power mirror w/o heat, w/o memory, w/o blind spot blue				0.5	
107	#	R&I Detrim used door				2.0	
108		R&I LT Mount plate				0.6	
109		R&I LT Handle, outside black				0.4	
110		R&I LT R&I trim panel				0.5	
111	#	Rpr Pre scan				0.5 M	
112	#	Rpr Post scan				0.5 M	
SUBTOTALS					12,525.50	59.4	25.9

Preliminary Estimate

Customer: CITY OF PORTERVILLE

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

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			12,445.50
Body Labor	53.4 hrs @	\$ 70.00 /hr	3,738.00
Paint Labor	25.9 hrs @	\$ 70.00 /hr	1,813.00
Mechanical Labor	1.0 hrs @	\$ 85.00 /hr	85.00
Frame Labor	5.0 hrs @	\$ 75.00 /hr	375.00
Paint Supplies	25.9 hrs @	\$ 39.50 /hr	1,023.05
Miscellaneous			80.00
Subtotal			19,559.55
Sales Tax	\$ 13,548.55 @	9.2500 %	1,253.24
Grand Total			20,812.79
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			20,812.79

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.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2014 DODG Charger Police RWD (Fleet) 4D SED 6-5.7L Gasoline

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 02/08/2021, 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 refinishing operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=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: CITY OF PORTERVILLE

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

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
3	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~272541159 USED bumper assy +25% Bumper Assembly, Front RT,4DR RT AND SXT (MODELS), W/O ADAPTIVE CRUISE,S#\$RA429 Quote: 789084502 Expires: 03/22/21	\$ 710.00
11	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~270620648 USED RT Headlamp assy +25% Headlamp Assembly POLICE PACKAGE, (HALOGEN), R.,S#\$RA470 Quote: 789088010 Expires: 03/22/21	\$ 178.00
12	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~254055857 USED LT Headlamp assy +25% Headlamp Assembly SE,4DR L, SE, (HALOGEN), L.,S#YC1508 Quote: 789088278 Expires: 03/22/21	\$ 155.00
15	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1225235C Non OEM CAPA Radiator support Quote: 789089544 Expires: 03/22/21	\$ 376.00
22	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~246148084 USED Reservoir +25% Radiator Overflow Bottle 5.7,AUTO,RWD ,S#\$C2154 Quote: 789092854 Expires: 03/22/21	\$ 45.00
26	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~260470222 USED hood +25% Hood R/T,S#\$RA165 Quote: 789094398 Expires: 03/22/21	\$ 612.00
31	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~262004034 USED Latch w/o remote start +25% Hood Latch SE,4DR W/O REMOTE START,S#\$Y0821 Quote: 789105352 Expires: 03/22/21	\$ 48.00
34	LKQ Corp 4646 S. Chestnut #105	#~267598029 USED LT fender assy +25%	\$ 167.00

Preliminary Estimate

Customer: CITY OF PORTERVILLE

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

	Fresno CA 93725 (559) 268-5500	Fender SE,4DR L, L.,S#SC2434 Quote: 789095783 Expires: 03/22/21	
38	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1248154 Non OEM LT Fender liner Quote: 789096239 Expires: 03/22/21	\$ 65.00
40	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~272902403 USED RT fender assy +25% Fender RT,4DR R, R.,S#YC1535 Quote: 789096773 Expires: 03/22/21	\$ 142.00
60	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~250424782 USED LT/Front Wheel, steel w/police 18", RWD +25% Wheel POLICE3.6,4DR 18X7-1/2, STEEL, 5 SPOKE,S#SR9763 Quote: 789080511 Expires: 03/22/21	\$ 85.00
71	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~272662045 USED Washer reservoir +25% Windshield Washer Reservoir RT,2DR ,S#\$Y1012 Quote: 789310000 Expires: 03/22/21	\$ 65.00
100	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~257885793 USED LT door assy +25% Door Assembly, Front L.,S#\$Y0741 Quote: 789296641 Expires: 03/22/21	\$ 515.00



CITY COUNCIL AGENDA – MARCH 16, 2021

SUBJECT: Authorization for Police Vehicle Repairs

SOURCE: Police

COMMENT: On January 3, 2021, two Police Department Dodge Chargers (Unit #3328 and Unit #3334) were involved in a vehicle collision while responding to an emergency situation and pursuing a blacked out vehicle fleeing from an area of recent burglaries, resulting in both vehicles sustaining moderate damage.

Research was completed by Department staff and it was determined that it would be more fiscally prudent to repair the vehicles than to replace them. The damaged vehicles have low mileage and have several years remaining in their current replacement cycle. A replacement police vehicle would cost approximately \$50,000 per vehicle, while repairing the damages to both vehicles would cost an estimated \$28,203.74. The repairs to the vehicles would allow them to be returned to service for several more years.

Department staff attempted to obtain three estimates to repair the damages to each vehicle; however, Golden State was non-responsive to staff's request. The following two estimates were received:

2013 Dodge Charger/Unit #3328:
Milinich Body Works - \$15,678.24
Porterville Collision Center- \$17,690.32

2014 Dodge Charger / K9 Unit #3334:
Milinich Body Works - \$14,958.38
Porterville Collision Center- \$12,525.50

Based on the quotes provided, the Department is requesting authorization to enter into an agreement with Milinich Body Works to repair the damage to Police Unit #3328 for an estimated cost of approximately \$15,678.24.

In addition, the Department is requesting authorization to enter into an agreement with Porterville Collision Center to repair the damage to Police Unit #3334 for an estimated cost of approximately \$12,525.50

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

RECOMMENDATION: That the City Council:

- 1) Authorize repairs by Milinich Body Works to 2013 Dodge

Charger (Unit #3328) for an estimated cost of \$15,678.24.

2) Authorize repairs by Porterville Collision Center to 2014 Dodge Charger (Unit #3334 for an estimated cost of \$12,525.50; and,

3) Authorize a 10% contingency cost for damage that is not yet known but may be present upon repair of each vehicle; and,

4) Authorize payment upon satisfactory completion of repairs.

ATTACHMENTS:

1. Milinich Body Works Estimate - 3328
2. Milinich Body Works Estimate - 3334
3. Porterville Collision Center Estimate - 3328
4. Porterville Collision Center Estimate - 3334

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

3334

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

Workfile ID: a5cbf6fa
 PartsShare: 66TNxH
 Federal ID: 90-0787680
 State EPA: S412
 BAR: ARD00279737

Preliminary Estimate

Customer: PPD UNIT3334, PORTERVILLE **Job Number:**

Insured: PPD UNIT3334, PORTERVILLE	Policy #:	Claim #:
Type of Loss:	Date of Loss:	Days to Repair: 0
Point of Impact: 12 Front		
Owner: PPD UNIT3334, PORTERVILLE (559) 782-7597 Business	Inspection Location: MILINICH BODY WORKS 631 N SUNNYSIDE ST milinich@sbcglobal.net PORTERVILLE, CA 93257 Repair Facility (559) 784-8827 Business	Insurance Company:

VEHICLE

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

VIN: 2C3CDXAT1EH191048	Interior Color:	Mileage In:	Vehicle Out:
License:	Exterior Color:	Mileage Out:	
State:	Production Date:	Condition:	Job #:

- | | | | |
|--|---|---|---|
| TRANSMISSION
Automatic Transmission | CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Climate Control | Stereo
Search/Seek
CD Player
Auxiliary Audio Connection | Cloth Seats
Bucket Seats
Reclining/Lounge Seats |
| POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat | RADIO
AM Radio
FM Radio | SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device | WHEELS
Styled Steel Wheels |
| DECOR
Dual Mirrors
Tinted Glass
Overhead Console | | SEATS | PAINT
Clear Coat Paint
OTHER
Traction Control
Stability Control
Power Trunk/Liftgate |

Preliminary Estimate

Customer: PPD UNIT3334, PORTERVILLE

Job Number:

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

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H front bumper		0	0.00	2.7	0.0
3	** <>	Repl A/M CAPA Bumper cover w/o adaptive cruise	68092596AA	1	291.00	Incl.	3.2
4		Add for Clear Coat		0	0.00	0.0	1.3
5		Repl RT Bumper cover retainer	4878883AA	1	3.35	0.0	0.0
6		Repl LT Bumper cover retainer	4878883AA	1	3.35	0.0	0.0
7		Repl RT Cover support	57010286AC	1	14.10	Incl.	0.0
8		Repl LT Cover support	57010287AC	1	14.10	Incl.	0.0
9		Repl RT Plug fog lamp opening	68092570AA	1	27.10	Incl.	0.0
10		Repl LT Plug fog lamp opening	68092571AA	1	27.10	Incl.	0.0
11		Repl Absorber	57010464AA	1	150.00	Incl.	0.0
12	*	Repl USED Impact bar (UHS) +25%	68100209AE	1	271.25	0.7	0.0
13	**	Repl A/M CAPA Lower grille w/o adaptive cruise	68092605AA	1	89.00	Incl.	0.0
14		Repl Temp sensor	5149265AB	1	22.20 m	Incl.	0.0
15		GRILLE					
16		Repl Upper grille	68092613AA	1	115.00	Incl.	0.0
17	**	Repl A/M KEYSIQ Grille surround gloss black	68142922AA	1	329.00	Incl.	0.0
18		FRONT LAMPS					
19	**	Repl A/M RT Headlamp assy	57010410AF	1	140.44	0.4	0.0
20	**	Repl A/M LT Headlamp assy	57010411AF	1	140.44	0.4	0.0
21		RADIATOR SUPPORT					
22	**	Repl A/M CAPA Radiator support	68142202AA	1	376.00	1.0	0.0
23		Evacuate & recharge		0	0.00 m	1.4	0.0
24		Refrigerant recovery		0	0.00 m	0.4	0.0
25		Align headlamps		0	0.00	0.5	0.0
26		Repl RT Air guide 1-piece guide w/police	68184538AA	1	48.85	0.1	0.0
27		Repl LT Air guide 1-piece guide w/police	57010437AA	1	35.00	0.1	0.0
28		Repl Crossmember	5065240AH	1	259.00	0.5	0.0
29		Repl RT Mount bracket	68249076AA	1	7.35	0.3	0.3
30		Add for Clear Coat		0	0.00	0.0	0.1
31		Repl LT Mount bracket	68249077AA	1	7.35	0.3	0.3
32		Add for Clear Coat		0	0.00	0.0	0.1
33		Repl RT Sight shield	5182336AA	1	66.70	Incl.	0.0
34		Repl LT Sight shield	5182337AA	1	29.35	Incl.	0.0
35	**	Repl A/M CAPA Closure panel	68092604AA	1	115.00	Incl.	0.0
36	**	Repl A/M KEYSIQ Front shield 3.6 & 5.7 liter	57010338AD	1	113.00	Incl.	0.0
37		COOLING					
38	**	Repl A/M Radiator	2AMR3157AA	1	198.00 m	2.3	0.0

Preliminary Estimate

Customer: PPD UNIT3334, PORTERVILLE

Job Number:

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

39		Deduct for Overlap		0	0.00	-0.5	0.0
40		Repl RT Upper insulator	4596474AD	1	20.10	0.0	0.0
41		Repl LT Upper insulator	4596474AD	1	20.10	0.0	0.0
42		Repl Reservoir	55111260AF	1	106.00 m	0.4	0.0
43	**	Repl A/M KEYSIQ LT Fan blade	5137713AA	1	200.00 m	0.1	0.0
44		AIR CONDITIONER & HEATER					
45	**	Repl A/M Condenser assy	68085784AA	1	221.00 m	1.5	0.0
46		Deduct for Overlap		0	0.00	-1.0	0.0
47		HOOD					
48	*	Repl USED hood +25%	68089361AB	1	765.00	0.6	3.0
49		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
50		Add for Clear Coat		0	0.00	0.0	0.6
51		Repl RT Hinge	55113550AG	1	74.45	0.3	0.5
52		Repl LT Hinge	55113551AG	1	75.45	0.3	0.5
53		Overlap Minor Panel		0	0.00	0.0	-0.2
54		Repl Latch w/remote start	68261142AA	1	105.00	0.4	0.0
55		Repl Front w'strip	68040220AC	1	36.85	0.0	0.0
56		Repl Seal to hood	68271447AB	1	44.70	0.0	0.0
57		FENDER					
58	*	Repl USED RT fender assy +25%	55113584AB	1	177.50	1.5	2.0
59		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
60		Add for Clear Coat		0	0.00	0.0	0.3
61	*	Repl USED LT fender assy +25%	55113585AB	1	206.25	1.5	2.0
62		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
63	*	Add for Clear Coat		0	0.00	0.0	0.3
64	**	Repl A/M CAPA RT Fender liner	68083028AH	1	73.00	0.3	0.0
65	**	Repl A/M CAPA LT Fender liner	68083029AH	1	77.00	0.3	0.0
66		Repl LT Upper rail (HSS)	68043927AD	1	277.00 s	3.5	0.8
67		Overlap Minor Panel		0	0.00	0.0	-0.2
68		Repl LT Upper inner rail (HSS)	68037593AA	1	277.00 s	3.0	0.8
69		Overlap Minor Panel		0	0.00	0.0	-0.2
70		Repl LT Rail assy (HSS)	68051309AH	1	475.00 s	10.4	1.5
71		Overlap Minor Panel		0	0.00	0.0	-0.2
72		Repl LT Rail extn (HSS)	68043925AA	1	35.45 s	2.1	0.3
73	*	Add for Clear Coat		0	0.00	0.0	0.1
74		Repl LT Torque box (HSS)	68250517AA	1	35.75 s	1.0	0.3
75	*	Add for Clear Coat		0	0.00	0.0	0.1
76		Repl LT Inner rail (HSS)	68230361AC	1	262.00 s	Incl.	0.5
77		Overlap Minor Panel		0	0.00	0.0	-0.2
78		WHEELS					
79		Repl LT/Front Wheel, steel w/police 18", RWD	4895425AE	1	217.00 m	0.3	0.0
80		Repl LT/Front Hub cap	4895432AA	1	85.75	0.0	0.0
81		FRONT SUSPENSION					
82		Repl LT Upper cntrl arm spacer	4895415AB	1	3.95	0.0	0.0

Preliminary Estimate

Customer: PPD UNIT3334, PORTERVILLE

Job Number:

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

83	Repl	LT Hub & bearing	4779199AA	1	148.00 m	Incl.	0.0
open	Repl	LT Knuckle w/Brembo brakes	5039027AE	1	767.00 m	2.0	0.0
85		Wheel alignment align front wheels		0	0.00 m	1.2	0.0
86	Repl	LT Upper cntrl arm bolt	6507711AA	1	8.60	0.0	0.0
87	Repl	LT Upper cntrl arm lock nut	6512602AA	1	1.10	0.0	0.0
88	Repl	LT Upper cntrl arm nut	68374016AA	1	1.60	0.0	0.0
89	Repl	LT Lower cntrl arm w/o touring susp.	5168389AB	1	192.00 m	1.4	0.0
90		Deduct for Overlap		0	0.00	-0.6	0.0
91	Repl	LT Lower cntrl arm bolt	6507089AA	1	9.70	0.0	0.0
92	Repl	LT Lower cntrl arm lock nut	6512602AA	1	1.10	0.0	0.0
93	Repl	LT Lateral arm w/heavy duty	5168653AD	1	138.00 m	0.8	0.0
94		Deduct for Overlap		0	0.00	-0.3	0.0
95	Repl	LT Lateral arm nut	6511905AA	1	3.35	0.0	0.0
96	Repl	LT Lateral arm mount bolt	68101331AA	1	41.00	0.0	0.0
open	Repl	LT Lateral arm lock nut	68374015AA	1	1.00	0.0	0.0
98	Repl	Engine cradle	68185029AA	1	909.00 m	6.5	0.0
99	Repl	LT Strut police	68235263AC	1	154.00 m	1.4	0.0
100		Deduct for Overlap		0	0.00	-0.3	0.0
101	Repl	LT Strut mount bolt	6507620AA	1	8.50	0.0	0.0
102	Repl	LT Dust cover	4782629AA	1	5.10	Incl.	0.0
103	Repl	LT Strut mount	5181575AA	1	67.00	Incl.	0.0
104	Repl	LT Cap	4782982AB	1	12.60	0.0	0.0
105	Repl	LT Stabilizer link	4895483AC	1	55.25 m	0.4	0.0
106		Deduct for Overlap		0	0.00	-0.2	0.0
107		Deduct for Overlap		0	0.00	-0.2	0.0
108	Repl	Stabilizer bar w/heavy duty	68080740AA	1	204.00 m	Incl.	0.0
109	FRONT DOOR						
110	*	Repl USED LT door assy +25%	68089371AB	1	625.00	2.1	3.1
111		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
112	*	Add for Clear Coat		0	0.00	0.0	0.5
113		Repl LT Front w'strip	68040049AC	1	33.75	0.2	0.0
114		Repl LT Door w'strip	68040045AJ	1	119.00	0.4	0.0
115	PILLARS, ROCKER & FLOOR						
116	Repl	LT Rocker molding w/o SRT8	1LP87TZZAG	1	365.00	0.8	1.7
117		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
118	*	Add for Clear Coat		0	0.00	0.0	0.3
119	INSTRUMENT PANEL						
120	*	Repl USED Instrument panel w/column shift mini console +25%	1WG16DX9AB	1	193.75	6.8	0.0
121	RESTRAINT SYSTEMS						
122	Repl	Psngr air bag	68045027AI	1	143.00 m	0.5	0.0
123		Air bag system diagnosis		0	0.00 m	0.5	0.0
124	Repl	Driver air bag w/o SRT logo	5QX401X9AA	1	845.00 m	0.4	0.0
125	Repl	RT Ft impact sensor	56054085AA	1	170.00 m	0.3	0.0

Preliminary Estimate

Customer: PPD UNIT3334, PORTERVILLE

Job Number:

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

126	Repl	LT Ft impact sensor	56054085AA	1	170.00 m	0.3	0.0
127	Repl	RT Side impact sens B-pillar	56054084AB	1	38.10 m	0.2	0.0
128	Repl	LT Side impact sens B-pillar	56054084AB	1	38.10 m	0.2	0.0
129	Repl	RT Side impact sens C-pillar	56054084AB	1	38.10 m	0.2	0.0
130	Repl	LT Side impact sens C-pillar	56054084AB	1	38.10 m	0.2	0.0
131	Repl	RT Side impact sens front door	56054084AB	1	38.10 m	0.2	0.0
132	Repl	LT Side impact sens front door	56054084AB	1	38.10 m	0.2	0.0
133	Repl	RT Position sensor	56054036AB	1	18.70 m	0.4	0.0
134	Repl	LT Position sensor	56054036AB	1	18.70 m	0.4	0.0
135	Repl	Control module w/police	56038943AH	1	272.00 m	0.6	0.0
136	Repl	RT Retractor assy black	1HZ06DX9AI	1	259.00	0.7	0.0
137	Repl	LT Retractor assy black	1HZ05DX9AI	1	252.00	0.7	0.0
138	Repl	RT Buckle end black	1HZ101X9AF	1	280.00	0.2	0.0
139	Repl	LT Buckle end black	1HZ171X9AF	1	289.00	0.2	0.0
140	STEERING COLUMN						
141	Repl	Module steering column w/o power tilt w/o heated steering whl	5LY50DX9AI	1	537.00 m	0.7	0.0
142	WINDSHIELD						
143	Repl	Windshield NAGS w/o rain sensor, w/humidity sensor	DW01892GTY	1	524.65	3.5	0.0
144	#	COVER CAR		1	5.00 X	0.3	0.0
145	#	HAZARDOUS WASTE REMOVAL		1	3.00 X	0.0	0.0
146	#	CORROSION PROTECTION		1	6.00	0.2	0.0
147	#	SEAM SEALER		1	10.00	0.0	0.0
148	#	FOUR WHEEL ALIGNMENT		1	98.00 X	0.0	0.0
149	#	FRAME SET-UP		1	0.00	1.5 F	0.0
150	#	FRAME PULL		1	0.00	2.5 F	0.0
SUBTOTALS					14,958.38	74.6	21.9

Preliminary Estimate

Customer: PPD UNIT3334, PORTERVILLE

Job Number:

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

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				14,852.38
Body Labor	70.6 hrs	@	\$ 60.00 /hr	4,236.00
Paint Labor	21.9 hrs	@	\$ 60.00 /hr	1,314.00
Frame Labor	4.0 hrs	@	\$ 62.00 /hr	248.00
Paint Supplies	21.9 hrs	@	\$ 33.00 /hr	722.70
Miscellaneous				106.00
Subtotal				21,479.08
Sales Tax	\$ 15,575.08	@	9.2500 %	1,440.69
Grand Total				22,919.77
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				22,919.77

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: PPD UNIT3334, PORTERVILLE

Job Number:

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

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 02/15/2021, 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: PPD UNIT3334, PORTERVILLE

Job Number:

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

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
3	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1000992PP A/M CAPA Bumper cover w/o adaptive cruise Quote: 772649947 Expires: 03/05/21	\$ 291.00
12	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~273113358 USED Impact bar (UHS) +25% Bumper Bar - Front GT,2DR,S#\$R9993 Quote: 772652590 Expires: 03/05/21	\$ 217.00
13	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1036113PP A/M CAPA Lower grille w/o adaptive cruise Quote: 772653300 Expires: 03/05/21	\$ 89.00
17	Keystone-Insurance-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1210112 A/M KEYSIQ Grille surround gloss black	\$ 329.00
19	Brock Supply - Arizona 2150 E RIO SALADO PKWY TEMPE AZ 85281 (800) 528-4400	#2221-0206R A/M RT Headlamp assy	\$ 140.44
20	Brock Supply - Arizona 2150 E RIO SALADO PKWY TEMPE AZ 85281 (800) 528-4400	#2221-0206L A/M LT Headlamp assy	\$ 140.44
22	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1225235PP A/M CAPA Radiator support Quote: 772660358 Expires: 03/05/21	\$ 376.00
35	Keystone-Complete-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1037104C A/M CAPA Closure panel	\$ 115.00
36	Keystone-Insurance-B-Fresno	#CH1228107	\$ 113.00

Preliminary Estimate

Customer: PPD UNIT3334, PORTERVILLE

Job Number:

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

3131S NORTH POINT DRIVE STE103
FRESNO CA 93725
(800) 339-5033
(559) 271-6750

A/M KEYSIQ Front shield 3.6 & 5.7 liter

38	1-800-Radiator 1036 N. MARCIN STREET VISALIA CA 93291 (559) 734-4004	#103619LO A/M Radiator Quote: 23837632 Expires: 02/02/21	\$ 198.00
43	Keystone-Insurance-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH3115132 A/M KEYSIQ LT Fan blade	\$ 200.00
45	1-800-Radiator 1036 N. MARCIN STREET VISALIA CA 93291 (559) 734-4004	#303659RK A/M Condenser assy Quote: 23837695 Expires: 02/02/21	\$ 221.00
48	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~260470222 USED hood +25% Hood R/T,S#\$RA165 Quote: 772670953 Expires: 03/05/21	\$ 612.00
58	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~268035785 USED RT fender assy +25% Fender RT,4DR R, R.,S#YC1537 Quote: 772673679 Expires: 03/05/21	\$ 142.00
61	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~259435510 USED LT fender assy +25% Fender L,S#\$Y0771 Quote: 772674295 Expires: 03/05/21	\$ 165.00
64	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1249154C A/M CAPA RT Fender liner Quote: 772675260 Expires: 03/05/21	\$ 73.00
65	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1248154C A/M CAPA LT Fender liner Quote: 772675533 Expires: 03/05/21	\$ 77.00

Preliminary Estimate

Customer: PPD UNIT3334, PORTERVILLE

Job Number:

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

110	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~267818691 USED LT door assy +25% Door Assembly, Front L.,S#\$Y0944 Quote: 772693028 Expires: 03/05/21	\$ 500.00
120	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~262367416 USED Instrument panel w/column shift mini console +25% Speedometer Head Cluster RT,4DR,D7X9 (CLUSTER), R/T, (MPH, 160 MPH),S#\$RA165 Quote: 772697995 Expires: 03/05/21	\$ 155.00



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Acquisition of Right of Way for Prospect Street Deceleration Lane Project

SOURCE: Community Development

COMMENT: Porter's Crossing commercial shopping center, located at the corner of Prospect Street and Henderson Avenue, is currently in its second phase of development. Phase Two consists of the construction of a fast food restaurant and another strip retail building on the property directly north of the completed multi-tenant retail building (currently leased to The Habit, Chipotle and Blaze Pizza.) The development is required to construct a deceleration lane on Prospect Street as a condition of approval.

The Prospect Street Deceleration Lane Project consists of closing the existing driveway entrance on Prospect Street and installing a deceleration lane to a new entrance further north. The deceleration lane will allow vehicles to slow down when accessing the new driveway entrance and prevent obstruction of northbound traffic on Prospect Street. In order to accomplish the project the acquisition of right of way is required.

In April 2019, Porter's Crossing LLC recorded a contingent offer of dedication to the City for the right of way needed for a deceleration lane. An appraisal was completed and the purchase of real property for \$16,900 from Porter's Crossing LLC was negotiated in accordance with the appraised value. The property consists of approximately 508 sq. ft. of land generally located north of the Prospect Street and Henderson Avenue intersection. The terms of the purchase are outlined in the Right of Way Agreement, which is provided herein, as is the draft Resolution for the City Council's consideration. Funding for the acquisition is Local Transportation Funds (LTF).

RECOMMENDATION: That the City Council adopt the draft Resolution approving the acquisition of right of way for the completion of the Prospect Street Deceleration Lane Project; and authorize the Mayor and City Manager to sign all documents necessary to complete the purchase.

ATTACHMENTS:

1. Draft Resolution
2. Right of Way Agreement
3. Grant Deed
4. Project Location Map

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Interim Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ACCEPTING A GRAND DEED (DEDICATION) IN FEE FOR REAL PROPERTY
FROM PORTER'S CROSSING, LLC FOR PUBLIC STREET

BE IT RESOLVED by the City Council of the City of Porterville that the City of Porterville hereby accepts a Grant Deed for Dedication in fee for public street from Porterville Crossing LLC, a limited liability company ("Grantor"), for real property in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of \$16,900 is hereby approved, to authorize the Mayor to sign all necessary documents, pay the Grantor the purchase price and said deed is to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

PASSED, APPROVED, AND ADOPTED this 3rd day of August, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

180097
8/14/2018

EXHIBIT "A"

Porter's Crossing, LLC
Contingent Offer Dedication

That portion of the Southwest quarter of Lot 141 of Pioneer Land Company's First Subdivision, in the City of Porterville, County of Tulare, State of California, as per map Recorded in Volume 3, Page 34 of Maps in the Office of the Tulare County Recorder, and the East 10 feet of Grand Avenue, now known as Prospect Avenue, abandoned as a road by an order of the Board of Supervisors made on February 8, 1918 in Book 9, Page 133 of Miscellaneous Records of Tulare County, described as a whole as follows:

Beginning at a point on the West line of said Lot 141, 325 feet South of the Northwest corner of the Southwest quarter of said Lot 141 to the True Point of Beginning;

Thence, North $89^{\circ}17'52''$ West, 4.00 feet;

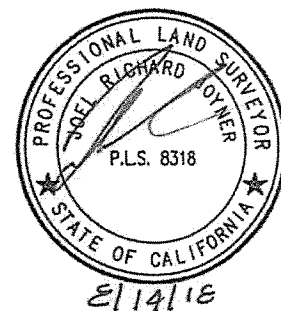
Thence, South and parallel with the West line of said Lot 141, 142.01 feet, to the beginning of a tangent curve, concave to the Southeast with a radius of 50.00 feet;

Thence, Northeasterly along said 50.00 foot radius curve, through a central angle of $13^{\circ}49'43''$, an arc distance of 12.07 feet, to the beginning of a reverse tangent curve, with a radius of 88.00 feet;

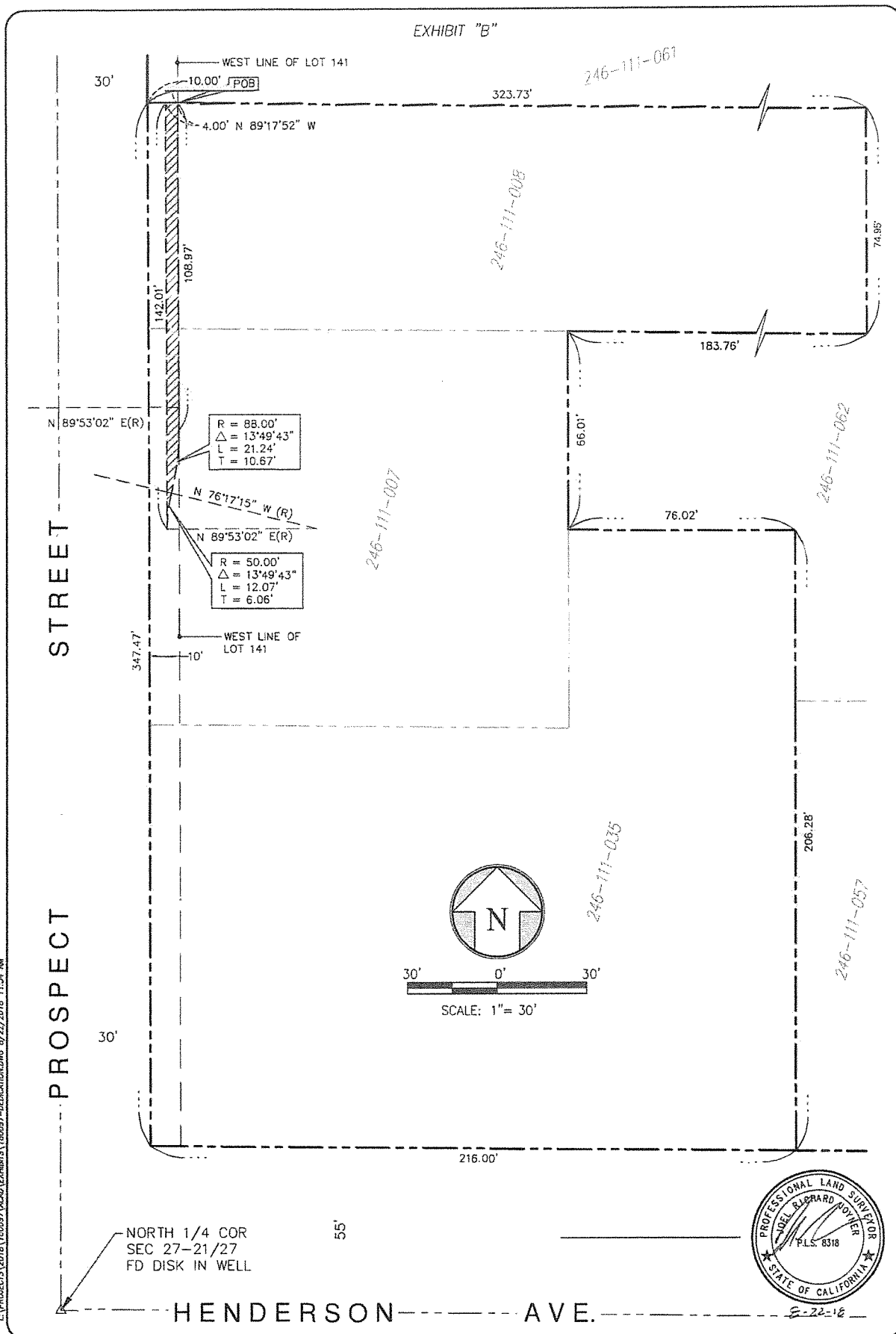
Thence, Northeasterly along said 88.00 foot curve, through a central angle of $13^{\circ}49'43''$, and arc distance of 21.24 feet;

Thence, North and along the West line of said Lot 141, 108.97 feet, to the Point of Beginning.

Containing 508 square feet, more or less.



L:\PROJECTS\2018\180097\ACAD\EXHIBITS\180097-DEDICATION.DWG 8/22/2018 1:34 AM



PROJECT NO.: 180097
DRAWN BY: L. HERNANDEZ
QA/QC BY: J. COMART
SCALE: 1" = 30'
SHEET NO.: 1 OF 1

CONTINGENT OFFER OF DEDICATION
508 S.F.
PORTER'S CROSSING
NEC HENDERSON AVENUE & PROSPECT STREET

James Winton and Associates

QK a QK Company

150 WEST MORTON AVENUE
PORTERVILLE, CA 93257
TEL: (559) 781-2700
WWW.QKINC.COM

© COPYRIGHT BY QK INC., INC. UNAUTHORIZED USE PROHIBITED

ASSESSOR PARCEL NO.: 246-111-066, -067, -008
PROJECT: Prospect Street Decel Lane Project
OWNER: Porter's Crossing, LLC

RIGHT OF WAY AGREEMENT

THIS AGREEMENT is made and entered into by and between

Porter's Crossing, LLC, a California limited liability company (hereinafter called "Grantor"),
and

City of Porterville, a California municipal corporation (hereinafter called "City").

Recitals:

- A. Grantor previously made an irrevocable Contingent Offer of Dedication to City for the conveyance of a strip of land for public street purposes.
- B. City accepted the Contingent Offer of Dedication and the terms and conditions specified therein, including a provision that requires City to pay Grantor the fair market value of the offered property based upon an appraisal.
- C. City has completed an appraisal and made an offer to Grantor for payment based therein.
- D. Grantor has accepted City's offer and executed an instrument in the form of a Grant Deed ("Deed") covering the property particularly described therein ("Property"), concurrently with this Agreement, and delivered said Deed to City representatives for recordation and full resolution of all terms and conditions of the Contingent Offer of Dedication recorded April 3, 2019, as Document number 2019-0016328 in the County of Tulare (hereinafter referred to as the "Offer of Dedication").

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement and on account of accepting the Offer of Dedication.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of \$16,900 as consideration in full for the Property, for the loss, replacement and moving of any improvements, for entering into this Agreement, and for accepting the Offer of Dedication. Said sum shall be paid to Grantor within 10 days of the Deed recordation in the County Recorder's office.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Tulare County Recorder.

3. The Grantor:

A. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

B. TITLE INDEMNITY AND WARRANTY - Represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights conveyed by the Deed without conflict or claims from other parties. Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement.

4. The Parties agree:

A. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

B. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

C. CITY COUNCIL APPROVAL - This Agreement is subject to and conditioned upon approval by the Porterville City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

D. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

E. ELECTRONIC AND FACSIMILE SIGNATURES – In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:

Porter's Crossing, LLC, a California limited liability company

By: _____


Karim Zahriya authorized manager of
Opus-Dean, LLC
Its: Manager

Date: _____

7/17/2020

GRANTOR'S MAILING ADDRESS:

Porter's Crossing, LLC
Attn. Karim Zahriya, Manager
6724 Iron Oak Drive
Bakersfield, CA 93312

CITY OF PORTERVILLE

By: _____

Name:
Title:

Date: _____

MAILING ADDRESS OF CITY:

City of Porterville
291 N. Main Street
Porterville, CA 93257

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

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

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

GRANT DEED
(Dedication to the City of Porterville)

APN: 246-111-066, 246-111-067, 246-111-008

For a valuable consideration, receipt of which is hereby acknowledged,

Porter's Crossing, LLC, a California limited liability company (hereinafter referred to as "Grantor"),

hereby grants to the

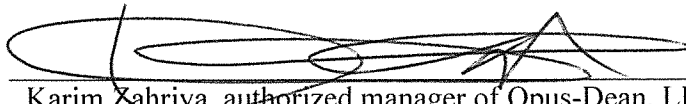
City of Porterville, a municipal corporation (hereinafter referred to as "Grantee"),

in fee the real property in the City of Porterville, County of Tulare, State of California described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein. This conveyance is made as full and complete satisfaction of all terms and conditions of that certain Contingent Offer of Dedication made by Porter's Crossing, LLC to the City of Porterville dated March 27, 2019, recorded April 3, 2019, as Instrument Number 2019-0016328 of Official Records of Tulare County.

Executed this 17th day of July, 2020.

GRANTOR:

Porter's Crossing, LLC, a California limited liability company

By: 
Karim Zahriya, authorized manager of Opus-Dean, LLC
Its: Manager

ACKNOWLEDGMENT

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.

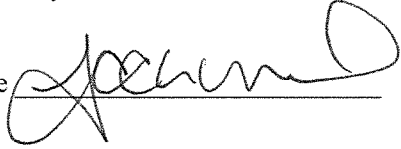
State of California

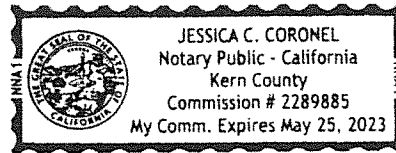
County of Kern

On July 17, 2020 before me, Jessica C. Coronel, Notary Public, personally appeared Karim Zahriya, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

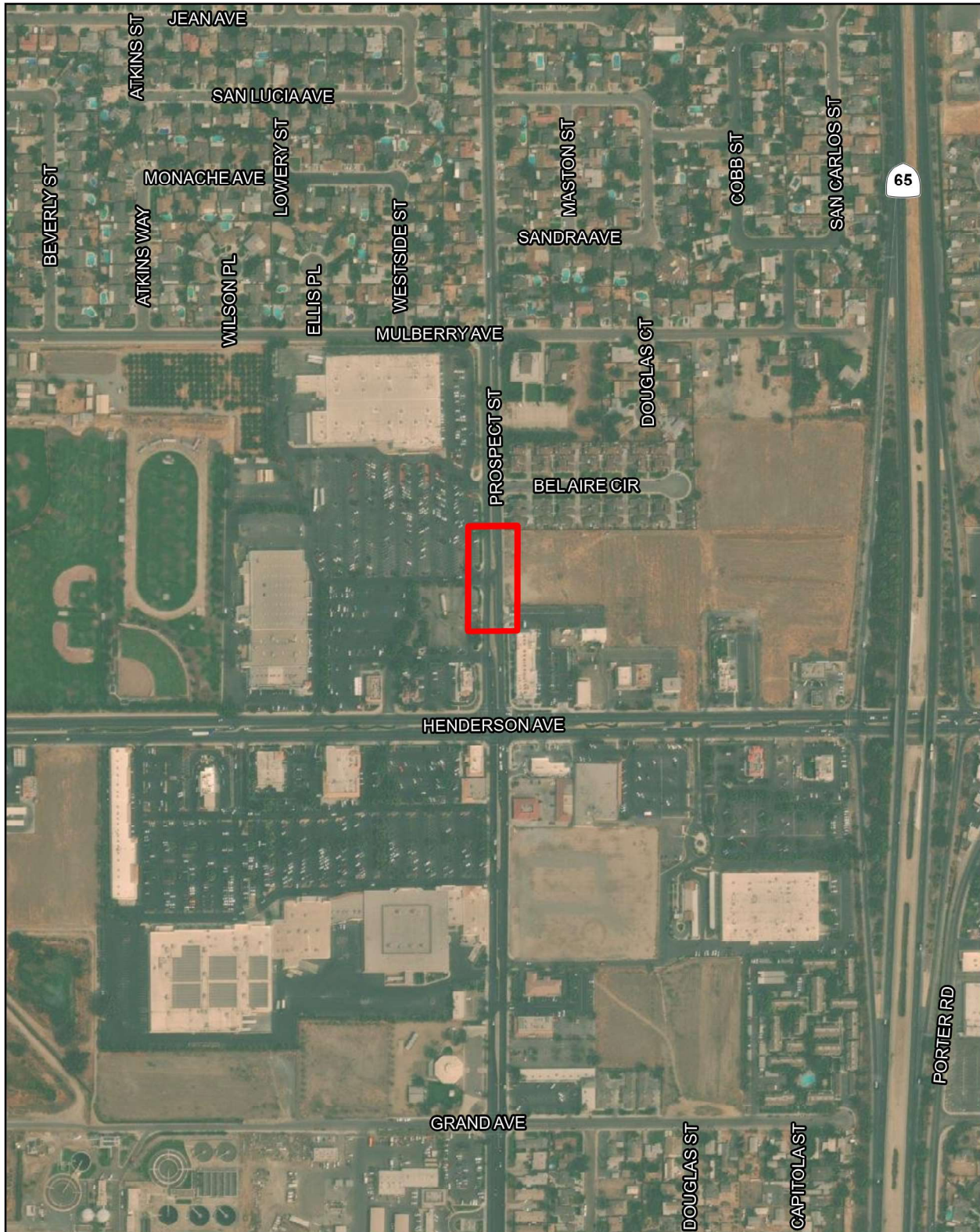
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Prospect Deceleration Lane Project Locator Map



 Project Location

1 in = 500 feet

Date Printed: 7/27/2021 by the Community Development Department





CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Sewer Utility Districts Annual Assessments Fiscal Year 2021-2022

SOURCE: Engineering and Project Management

COMMENT: This item was continued from the City Council's meeting on July 20, 2021, as an insufficient number of Council Members not conflicted on this project were in attendance.

At its meetings on April 16, 2013, October 15, 2013, February 3, 2016 and September 4, 2018, the City Council conducted Public Hearings for the formal formations of the Sewer Utility Districts for Areas 458, 455 A, 459 A & C, and 456 A, B & C and E. Henderson Avenue respectively. These four districts were completed by the City and Resolutions were approved to send the annual assessments to the Tulare County Auditor-Controller/Treasurer-Tax Collector office for repayment to the City.

The assessments, once approved by the Council, are placed upon the tax bill of benefiting property owners as a special assessment, and collected by Tulare County. The assessment process must be fully filed with Tulare County by August 10, 2021, for the 2021-2022 tax year. Tulare County requires annual Resolutions from the Council in order to accept the annual assessments. Assessments are based on the final construction costs, sewer laterals and construction management.

Area 455 A Sewer Utility Districts Assessment includes 216 parcels at a total assessed cost of \$42,523.40. This upcoming fiscal year is also the eighth year of the 30-year Assessment period.

Areas 456 A, B, & C and E. Henderson Avenue Assessment includes 200 parcels at a total assessed amount of \$62,865.44. This is the second year of the 30-year Assessment period.

Area 458 Sewer Utility District Assessment includes 383 parcels at a total assessed amount of \$83,026.40. The upcoming fiscal year will be the eighth of the 30-year Assessment period.

Areas 459 A & C Sewer Utility Districts Assessment includes 320 parcels at a total assessed amount of \$56,737.84. This is the sixth year of the 30-year Assessment period.

The Districts were formed to allow property owners to reimburse the City over

thirty (30) years at three percent (3%) interest. The total amounts received from prior year assessments as well as voluntary pre-payments are as follows:

Fiscal Year Assessments	Assessment Revenue	Voluntary Pre-Payments	Current Delinquencies
2014/2015	\$126,276.45	\$130,032.42	\$0.00
2015/2016	\$126,603.98	\$69,048.43	\$0.00
2016/2017	\$184,725.72	\$15,259.88	\$808.60
2017/2018	\$182,935.65	\$21,973.81	\$1,519.55
2018/2019	\$181,591.37	\$4,003.33	\$1,632.37
2019/2020	\$181,286.71	\$69,932.20	\$1,476.67
2020/2021	\$236,556.67	\$20,315.12	\$9,178.99
Totals:	\$1,219,976.60	\$330,565.19	\$14,616.18

Staff is recommending that the City Council adopt the attached draft Resolutions approving the annual assessments for the 2021-2022 Fiscal Year.

RECOMMENDATION: That the City Council adopt the draft Resolutions ordering the continued sewer district assessments for the 2021-2022 tax year.

ATTACHMENTS:

1. Direct Charge Control
2. Authority to Approve Direct Charge Changes
3. Compliance Certification and Hold Harmless Statement
4. Draft Resolution - Area 455 Special Assessments
5. Draft Resolution Area 456 Special Assessments
6. Draft Resolution - Area 458 Special Assessments
7. Draft Resolution - Area 459 Special Assessments
8. Locator Map - Area 455
9. Locator Maps - Area 456
10. Locator Map - Area 458
11. Locator Map - Area 459

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

DIRECT CHARGE (SPECIAL ASSESSMENT) CONTROL

DATE: July 20, 2021

TO: **Tulare County Auditor-Controller**
Property Tax Section
Courthouse, Room 101-E
Visalia, CA 93291

FROM: **Agency** City of Porterville

Address 291 N Main Street

City, State, Zip Porterville, CA 93257

Contact Person, Phone Daniel Cervantez, (559) 782-7462

Hours Contact Person is available M-F 8:00 am - 5:00 pm

E-mail (if available) dcervantez@ci.porterville.ca.us

Check items included:

- X 1. Resolution (s) stating compliance with code and that the charge is without regard to property valuation.
- X 2. Change authorization sheet.
3. Parcel listing. (not required if submitting electronically)

Fund/Charge Control

<u>Tax Code</u>	<u>Fund Name</u>	<u>Parcel Count</u>	<u>Amount</u>
<u>531</u>	<u>PTV455SEWER</u>	<u>216</u>	<u>\$42,523.40</u>
<u>531</u>	<u>PTV456SEWER</u>	<u>200</u>	<u>\$62,865.44</u>
<u>531</u>	<u>PTV458SEWER</u>	<u>383</u>	<u>\$83,026.40</u>
<u>531</u>	<u>PTV459SEWER</u>	<u>320</u>	<u>\$56,737.84</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Attach additional control sheets if necessary.

TULARE COUNTY AUDITOR-CONTROLLER

**AUTHORITY TO APPROVE DIRECT CHARGE (SPECIAL ASSESSMENT)
CHANGES**

DISTRICT/AGENCY

City of Porterville

The following persons are authorized to approve changes to our Agency's Special Assessment:

TYPED NAME

SAMPLE SIGNATURE

John D Lollis

Daniel Cervantez

Agency Official

City Manager

Title

7/20/2021

Date

Compliance Certification and Hold Harmless Statement

City Manager

7/20/2021
Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 455 Sewer Utility District was completed on November 19, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, John D. Lollis, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
2. Direct Charge (Special Assessment) Control Sheet
3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 20th day of July, 2021.

ATTEST:

John D. Lollis, City Clerk

Adrian Monte Reyes, Mayor

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 456 A, B & C, and E Henderson Ave Sewer Utility District was completed on September 4, 2018; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, John D. Lollis, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
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3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 20th day of July, 2021.

ATTEST:

John D. Lollis, City Clerk

Adrian Monte Reyes, Mayor

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 458 Sewer Utility District was completed on May 7, 2013; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, John D. Lollis, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
2. Direct Charge (Special Assessment) Control Sheet
3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

PASSED, APPROVED AND ADOPTED, this 20th day of July, 2021.

ATTEST:

John D. Lollis, City Clerk

Adrian Monte Reyes, Mayor

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CERTIFYING TO THE COUNTY OF TULARE THE VALIDITY OF THE LEGAL PROCESS
USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED
TAX ROLL

WHEREAS, the notices and election for special assessment fees for the purpose of sewer construction to be included on the regular County property tax bill for property owners of the Area 459A & C Sewer Utility District was completed on February 17, 2015; and

WHEREAS, the City is placing the special assessments on the Tulare County secured property tax roll for collection; and

WHEREAS, the City has complied with all laws pertaining to the levy of the special assessments to be collected; and

WHEREAS, the monies collected are not in any way to be based on the assessed valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Tulare harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the list submitted with parcel numbers and amount are certified as being correct, the City Manager, John D. Lollis, or City Engineer, Daniel Cervantez, are hereby authorized to sign any documents required and directed to give the list to the Tulare County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Parcel and Assessment listing
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3. Direct Charge (Special Assessment) Change Authorization Sheet
4. Compliance Certification and Hold Harmless Statement

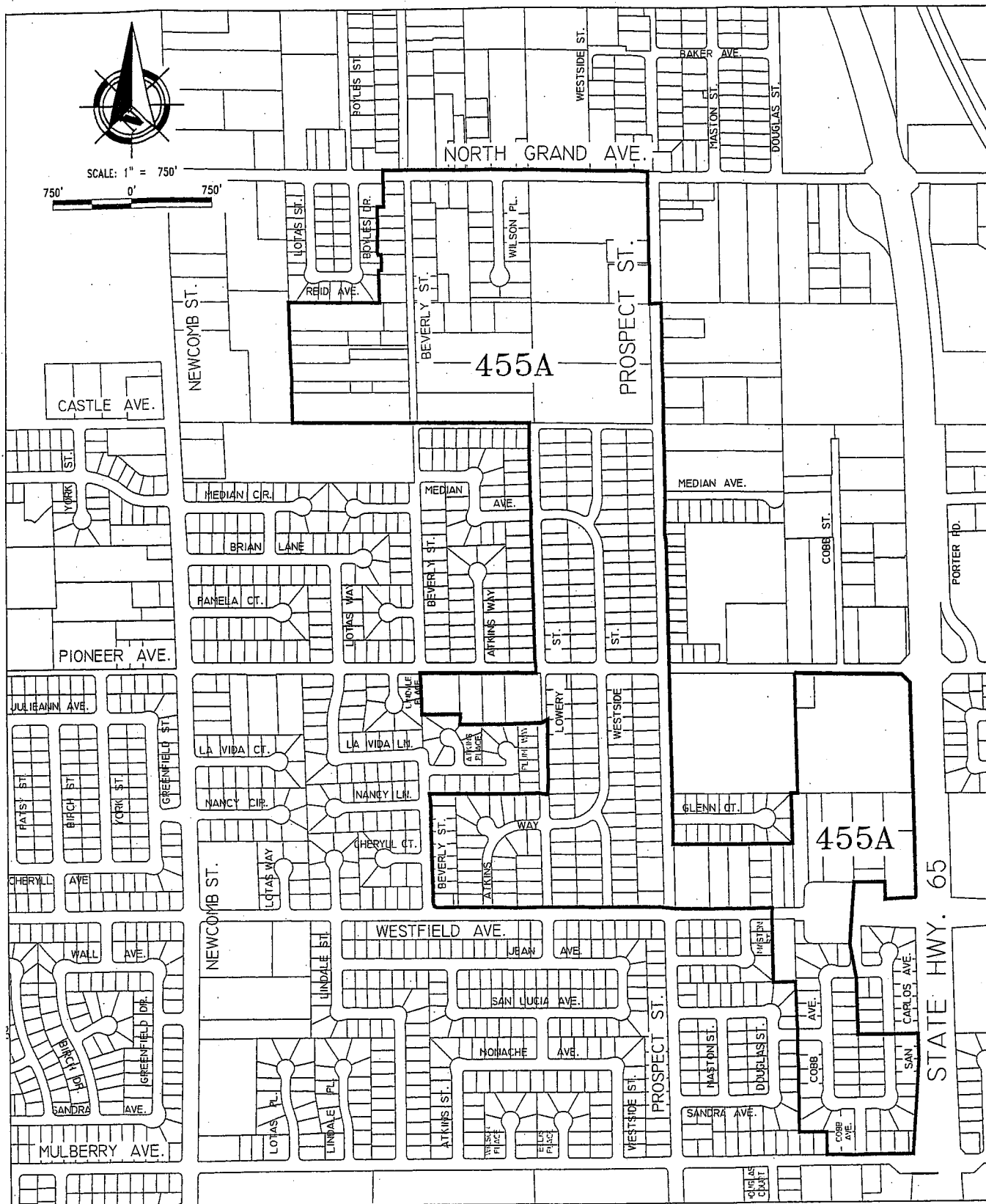
PASSED, APPROVED AND ADOPTED, this 20th day of July, 2021.

ATTEST:

John D. Lollis, City Clerk

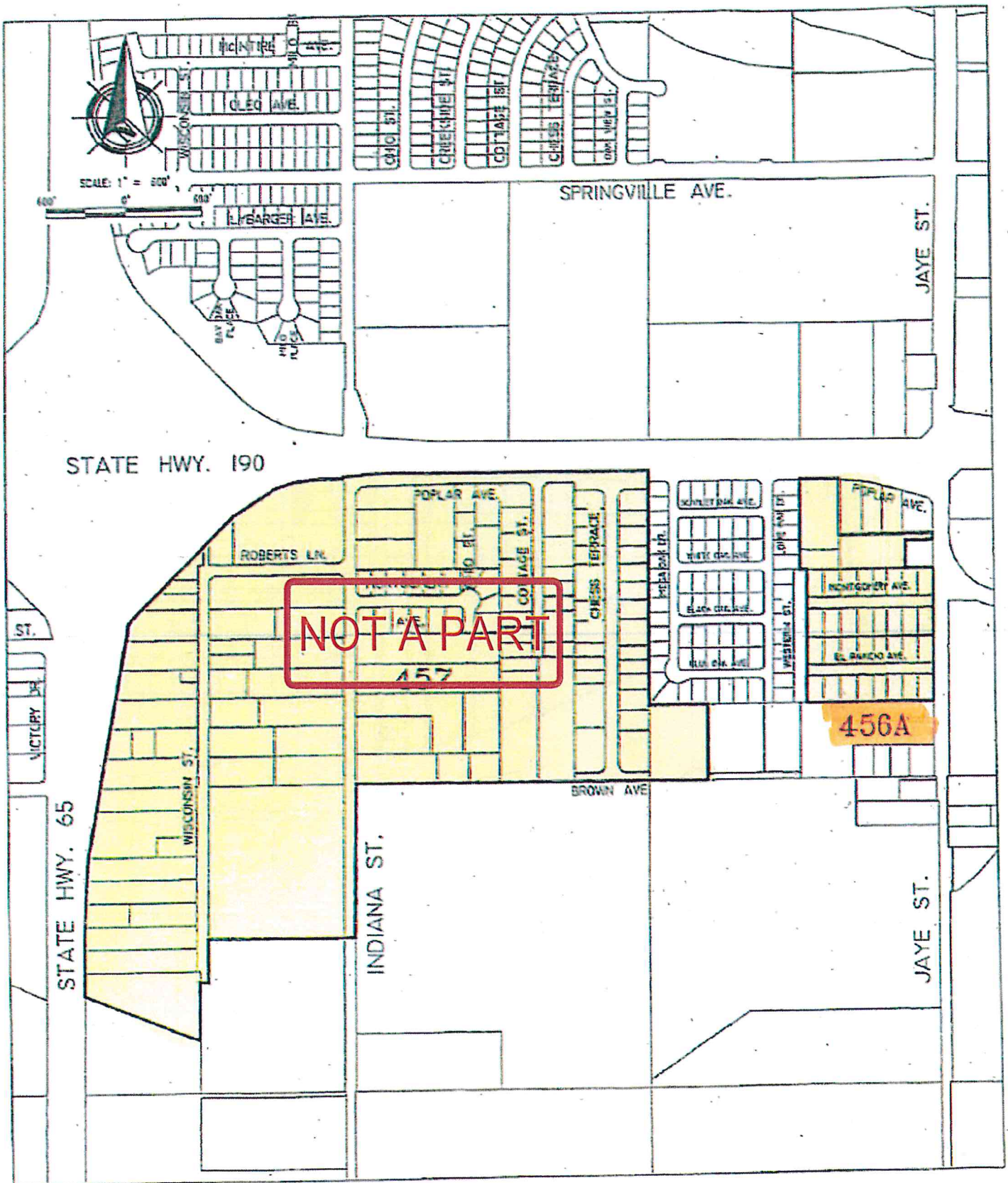
Adrian Monte Reyes, Mayor

By: _____
Patrice Hildreth, Chief Deputy City Clerk



PROJECT BOUNDARIES

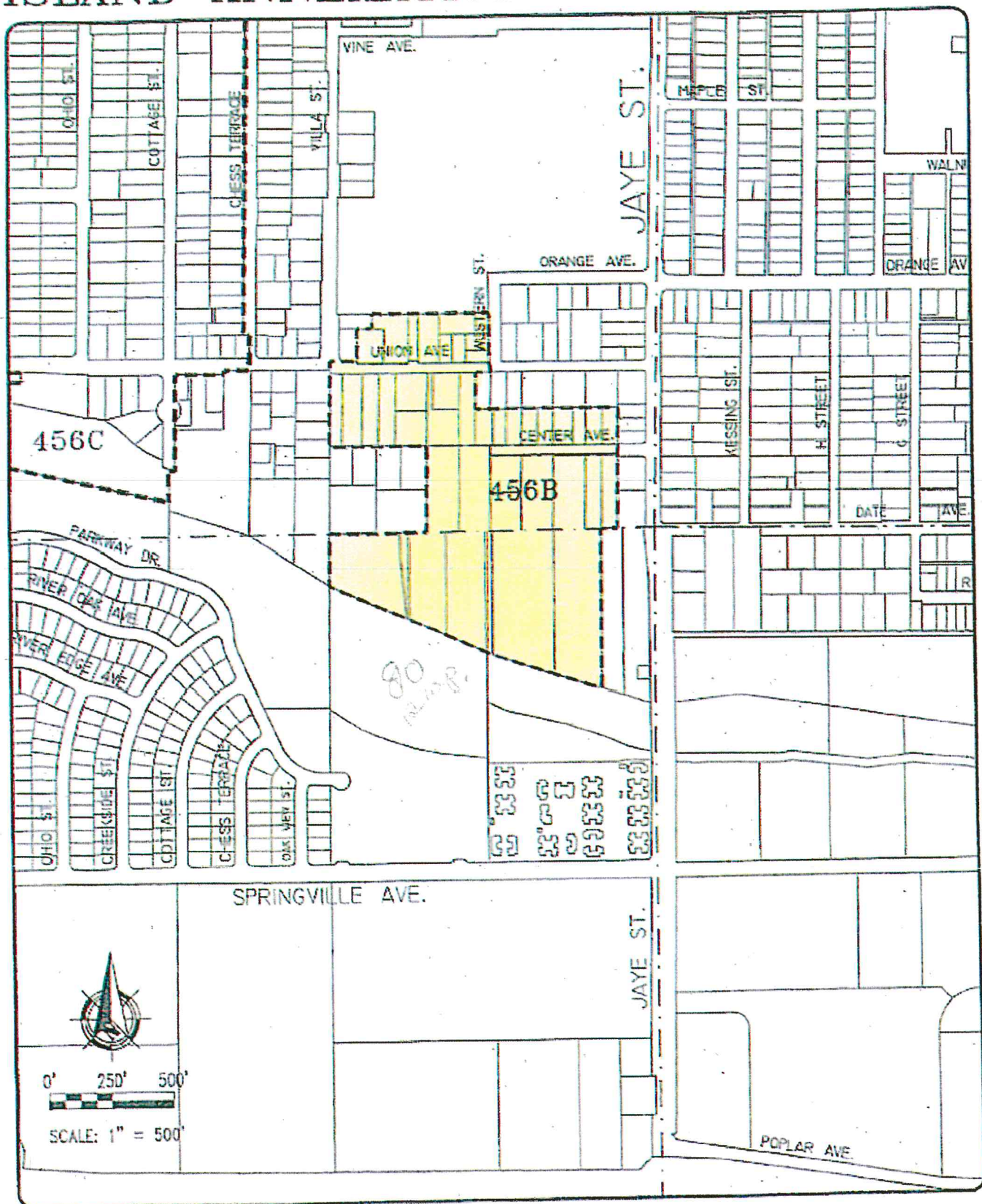
ISLAND ANNEX. 455A



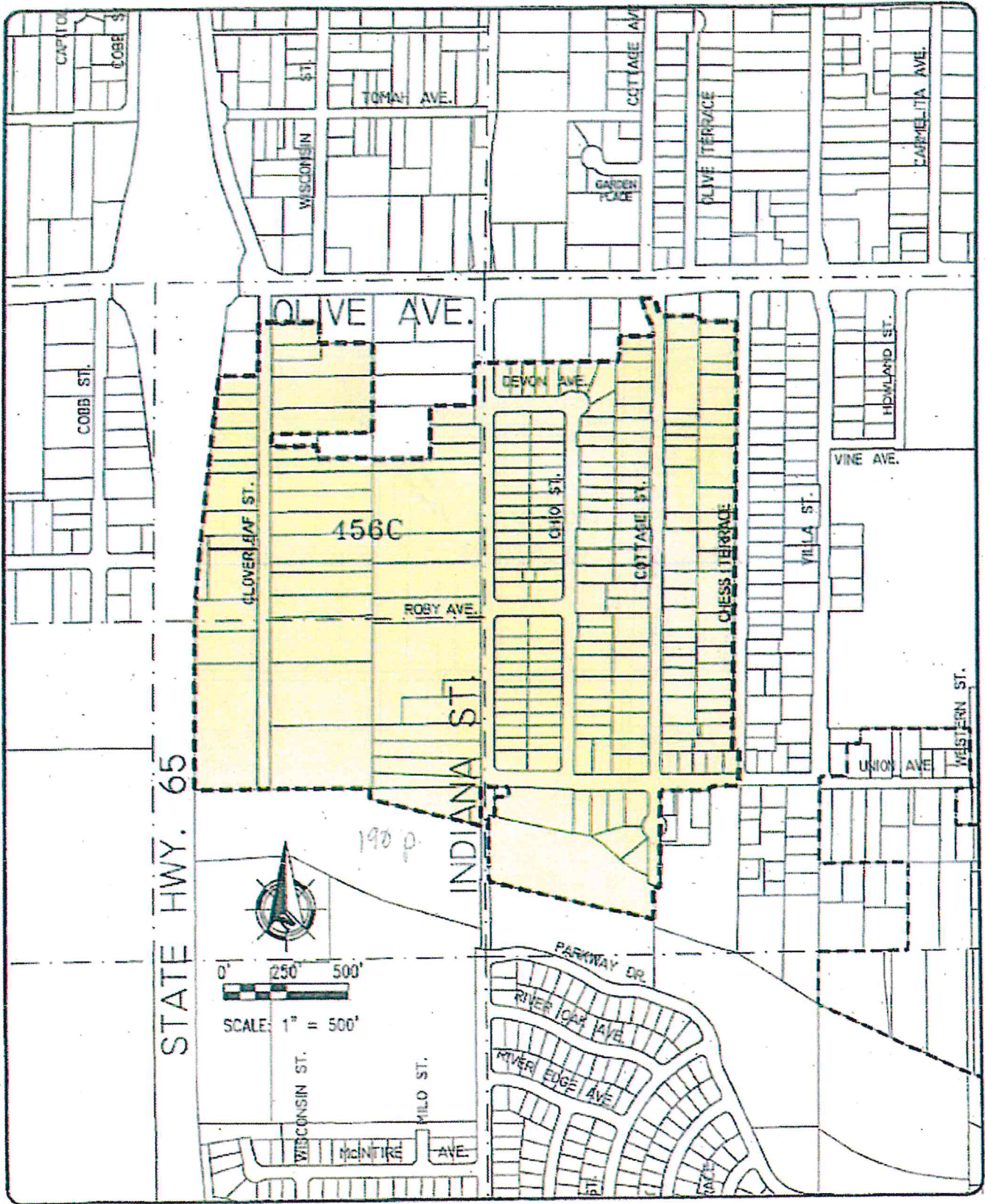
□ PROJECT BOUNDARIES

ISLAND ANNEX. 456A & 457

ISLAND ANNEXATION 456B



ISLAND ANNEXATION 456C



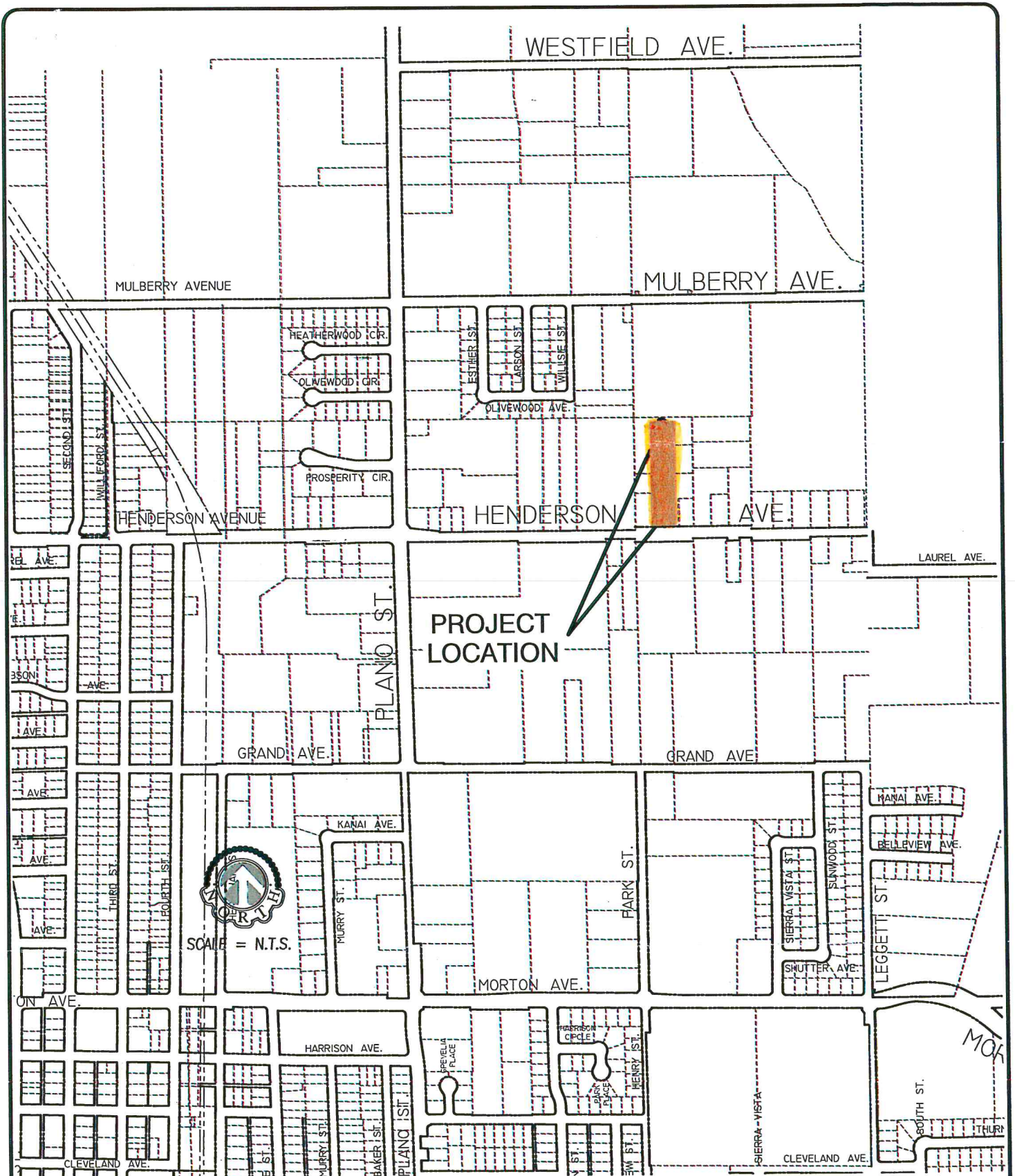
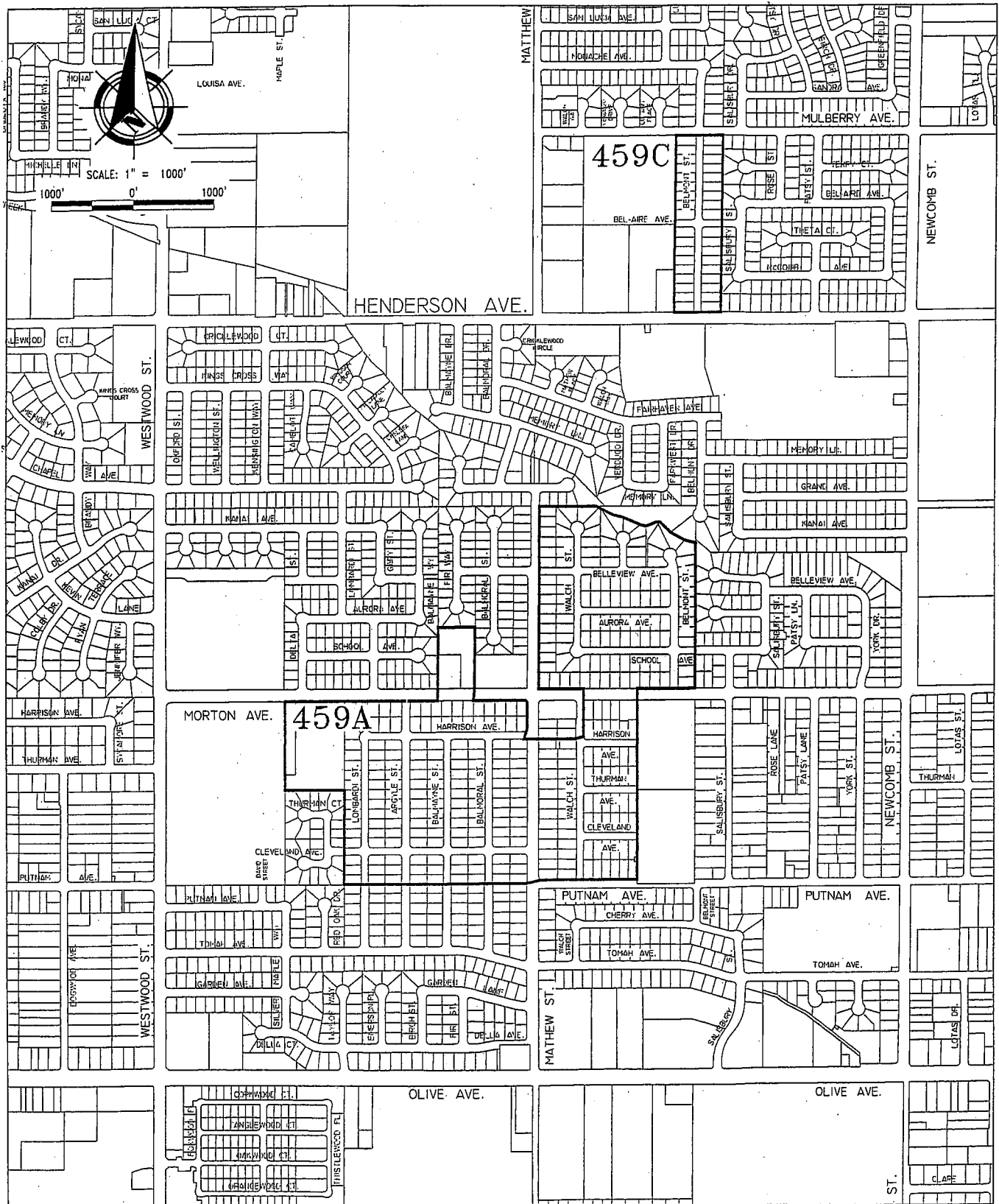


EXHIBIT "B"

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

EAST HENDERSON SEWER ANNEXATION PROJECT

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



□ PROJECT BOUNDARIES

ISLAND ANNEX. 459A & 459C



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Authorization to Roll Unpaid Utility Accounts and Delinquent Loan Agreements to the 2021-2022 Property Tax Rolls

SOURCE: Finance

COMMENT: City Municipal Code Chapter 25, Section 8 provides that unpaid water bills may be added to the tax statement for said real property and collected in the same manner as real property taxes. City Municipal Codes Chapter 13, Section 14 (Article D) and Chapter 25, Section 37 provide that any unpaid charges for sewer rental or solid waste services, together with interest and penalties, constitutes a lien on the real property involved.

The loan agreements for water connection fees, sewer connection fees and services for curb, gutter, sidewalk, and drive approach provide that the unpaid principal and interest will be added to the tax bill for said property and will be collected in the manner real property taxes are collected.

Staff has prepared a draft Resolution for City Council's consideration which will authorize the Tulare County Auditor to place the unpaid utility accounts and the delinquent loan agreements on the property tax rolls.

RECOMMENDATION: That the City Council adopt the attached Resolution authorizing the Tulare County Auditor to place unpaid utility accounts and delinquent loan agreements on the 2021-2022 property tax rolls for collection.

ATTACHMENTS:

1. Resolution - Special Assessment Liens
2. Exhibit A - Unpaid Utilities
3. Exhibit B - Miscellaneous Agreements
4. Municipal Code Chapter 13, Section 14
5. Municipal Code Chapter 25, Section 8
6. Municipal Code Chapter 25, Section 37

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 ORDERING THE PLACEMENT OF SPECIAL ASSESSMENT LIENS
ON THE TULARE COUNTY TAX ROLLS FOR FISCAL YEAR 2021-2022

WHEREAS: The City of Porterville Municipal Code Section 13-14, Garbage and Refuse – Charges for Collection; Time and Manner of Payment, provides that the amount required to be paid, together with interest and penalty, constitutes a lien on all real property; and

WHEREAS: The City of Porterville Municipal Code Section 25-37, Collection of Sewer Rental; Charges to be Lien, provides that any unpaid charge for sewer rental or sewer rental penalties or interest may be placed as a lien on the real property involved; and

WHEREAS: The City of Porterville Municipal Code Section 25-8, Guarantee of Payment of Water Bills by Property Owners, provides that unpaid water bills may be a lien on said property and the amount of said unpaid water bill may be added to the tax statement for said real property and collected in the same manner as real property taxes; and

WHEREAS: The Agreements for Water Service, Meter & Backflow provide that a lien shall be placed on said real property at the time of said agreement; and any lien will be added to the tax bill for said real property and will be collected in the manner real property taxes are collected by the City of Porterville; and

WHEREAS: The Agreements for Sewer Connection & Lateral Fees and the Agreement s for the Replacement of Existing Sewer Lateral provide that a lien shall be place on said real property; and any lien will be added to the tax bill for said real property and will be collected in the manner real property taxes are collected by the City of Porterville; and

WHEREAS: The Agreements for Curb, Gutter, Sidewalk, & Drive Approach provide that a lien shall be placed on said real property; and in the event of default, any lien will be added to the tax bill for said property and will be collected in the manner real property taxes are collected by the County of Tulare; and

WHEREAS: The Porterville City Council, having duly received and considered evidence and documentation concerning the delinquent accounts proposed to be placed on the Fiscal Year 2021-2022 County Tax Rolls concerning the necessity for the placement of the contemplated tax liens;

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve and order the submittal of the following liens, attached hereto as Exhibit “A”, and Exhibit “B”, to the Tulare County Auditor for placement on the property tax rolls for collection.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE

UNPAID UTILITIES
FY2021-2022 Tax Roll

Assessee	Property Address	Parcel Number	Assessment Amount
GENESSA PRIETO	15360 ROAD 223	240-092-029	\$ 442.20
SONIA G GARCIA MONDRAGO	15273 ROAD 223	240-101-004	253.40
JOANNA LEMUS	15465 CEDAR ST	240-183-005	731.80
CLAUDIA DELGADO	15434 MAGNOLIA ST	240-183-013	154.74
ABRA MORALES	22254 W THURMAN AVE	240-200-033	1,299.88
ROBERT COSTANZO	2441 W MONACHE LN	240-230-019	511.04
CARMELITA CHAVEZ	998 N ROBERTA WAY	240-230-056	616.04
CAROLYN POLLOCK	941 N JENNIFEER WAY	240-240-031	282.92
MICHAEL PERRY	2580 W PORTER CREEK AVE	240-240-051	642.64
JUSTINA & ERIC SOUSA	2519 W NANCY AVE	240-290-068	2,027.48
ALFREDO VELASCO RAMOS	876 N CREEKVIEW ST	240-330-045	225.74
VICTORINO CEBALLOS MAGANA	1943 N DOUGLAS ST	243-201-005	89.24
RAMIRO GUDINO	1134 W NORTH GRAND AVE	243-204-010	312.20
RANDY MCCLURE	1688 N BEVERLY ST	243-220-005	1,422.36
PATRICIA BETANCOURT	1720 N WILSON PL	243-230-034	132.38
MARIA MENA	1749 N WILSON PL	243-230-037	150.24
JOSE C VARGAS	1867 N PROSPECT ST	243-240-025	53.54
MIGUEL SALAZAR	1525 W NORTH GRAND AVE	243-280-022	1,116.62
JONATHAN P GONZALES	1455 W REID AVE	243-280-042	862.82
CYNTHIA SMITH	1766 N BOYLES ST	243-280-050	1,045.64
VERONICA N/C DOMINGUEZ	1838 W HENDERSON AVE	245-060-017	1,910.68
VERONICA R IBARRA	1722 W BELLEVIEW AVE	245-081-002	227.36
LAURA CARLOS	375 N BELMONT ST	245-132-020	499.10
ERIC M LOPEZ	2080 W HARRISON AVE	245-192-006	207.10
HELEN & JOHN WATKINS	320 N LOMBARDI ST	245-195-007	521.18
DELIA CHAVERA	1651 W KANAI AVE	245-211-016	1,283.54
JUAN M LUNA	1621 W MEMORY LN	245-213-018	925.38
BALDEMAR JR OZUNA	1755 W BEL AIRE AVE	245-234-001	514.56
ERNESTO REGALADO	160 N LOMBARDI ST	245-250-046	256.74
RUSSEL GRAY	1620 W WALL LN	245-261-010	444.04
MICHAEL D SOURINHAMATH	1150 N GREENFIELD DR	245-261-011	1,211.96

Assessee	Property Address	Parcel Number	Assessment Amount
GLORIA COOK	2134 W DELLA AVE	245-291-024	433.02
JOHN ALMANZA	1711 W SANDRA AVE	245-304-003	524.96
JAMES R TORRES	2320 W KANAI AVE	245-324-017	248.48
SOSTENES MENDOZA JR	2210 W SCHOOL AVE	245-344-001	728.32
MELISSA MITCHELL	1868 W MONACHE AVE	245-350-059	1,119.68
MARIA G RAMOS	161 N RED OAK DR	245-360-027	356.12
HERIBERTO AYALA	2270 W PUTNAM CT	245-360-039	294.78
JESSICA I GIBBS	2271 W WHITE CHAPEL WAY	245-374-008	660.00
MELISSA PEREZ	2192 W WHITE CHAPEL WAY	245-375-015	148.18
ALEXANDRA WILLIAMS	2240 W CRICKLEWOOD CT	245-380-047	2,631.60
ANITA HURTADO	794 N BALMAYNE DR	245-390-044	330.42
HUSSAIN Y RAYANI	651 N PICCADILLY LN	245-400-032	811.06
DAWN PERIGO	2052 W MEMORY LN	245-400-036	1,101.34
ABEL ARROYO	611 N BALMAYNE PL	245-400-057	490.62
TYLER VINCENT KRAUS	1800 W FAIRHAVEN AVE	245-410-030	320.32
PATRICIA LONG-WHITE	1888 W SAN LUCIA AVE	245-442-017	846.40
DAVID MORALES	1713 W BRIAN AVE	245-450-066	480.14
LOMIET ITH	2029 W CHERYLL CT	245-460-009	176.36
FERNANDO HERRERA	2142 W CHERYLL CT	245-460-022	887.28
ALEJANDRO MANZO	1830 W WESTFIELD AVE	245-470-046	222.68
ARTEMIO G MORENO	1937 W NANCY AVE	245-470-096	541.56
RUBEN CHAVARRIA	1243 N YORK ST	245-500-045	944.22
STEPHANIE LURAS	1274 N BIRCH ST	245-500-056	378.62
CHRISTOPHER AGDA	1846 W PAMELA AVE	245-512-015	373.74
TINA CLOWER	1954 W PIONEER AVE	245-514-010	1,062.96
JUSTIN A GASTELUM	1337 N PATSY ST	245-530-078	121.48
JESUS JR SANCHEZ	1347 N PATSY ST	245-530-079	581.20
ANDREA JONES	1003 N MARITZA PL	245-550-026	1,000.00
ALCARIO W BACA	1228 N ATKINS WAY	246-022-011	321.14
PAUL HAMPTON	1575 W PIONEER AVE	246-040-063	583.14
JULIEANN ALDACO HURTADO	1471 W MEDIAN CT	246-051-020	995.60
KRISTY ENCINAS	831 W SANDRA LN	246-170-014	367.42
TOM O HULSTINE	871 W GERRY LN	246-170-035	1,189.68
JAMES OAKLEY	1055 N WISCONSIN WAY, C	246-170-065	107.10
JAMES OAKLEY	1055 N WISCONSIN WAY, B	246-170-065	933.38

Assessee	Property Address	Parcel Number	Assessment Amount
ARMANDO ROMERO	1085 N DOUGLAS ST	246-180-047	783.98
MARGARITO CERCAS	895 W WESTFIELD AVE	246-200-028	492.40
LELAND COX	1516 W PAMELA CT	246-221-046	1,428.26
CHRISTIAN MORENO VALLE	1121 W BEL AIRE CIR	246-230-039	1,078.40
DEZIRAE GONZALEZ	1341 W JEAN AVE	246-273-004	823.26
EDWARD SUMMERS	1273 W JEAN AVE	246-273-011	150.68
FLORENTINA MOTA	1115 N PROSPECT ST	246-274-002	258.38
LUIS A ALCANTAR	1283 W SAN LUCIA AVE	246-274-035	422.06
RESSIE DAVIS	1056 N BEVERLY ST	246-280-037	714.66
GILBERT VARGAS	787 W PIONEER AVE	247-021-002	293.60
ANGEL ROMAN	638 W LA VIDA AVE	247-021-03	692.92
GRACIELA SALINAS	1311 N VILLA ST	247-022-009	232.48
E A FAGGART c/o: CATHERINE FAGGART A	1380 N HIGHLAND DR	247-080-016	408.98
JOSE G PINEDA	90 W OLIVEWOOD CT	247-140-033	193.60
DON COCHNEUER	116 W BRIGHTWOOD CT	247-150-033	442.90
SPANKY'S MACHINE SHOP c/o: CRISHTOPH	814 N MAIN ST	247-150-061	517.70
OCTAVIO CONTRERAS	636 W BEL AIRE LN	247-240-111	107.82
PETER ENRIQUEZ	631 W MULBERRY AVE	247-240-115	211.10
ASHLEY CATALINA	622 W THETA AVE	247-272-008	219.36
PAUL SHARP	681 W THETA AVE	247-273-005	271.72
G J DHANENS c/o: JOHN C DHANENS (SCSF	639 W MC COMB AVE	247-274-006	1,123.90
JAMES DUKE c/o: SHIRLEY DUKE	975 N DIVISION ST	248-041-005	1,194.80
JESUS GUTIERREZ	918 N SECOND ST	248-043-004	738.66
SOURYGNO PHANEKHAM	1068 N LIME ST	248-050-034	133.72
NICHOLAS PHILLIPS	305 E HEATHERWOOD CIR	248-090-027	200.00
SABRINA CARTER	952 N LARSON ST	248-100-043	1,493.66
CONCEPCION GARCIA	550 E OLIVEWOOD AVE	248-100-047	448.04
MICHAEL TAYLOR	1115 W BELLEVIEW AVE	251-090-030	1,285.38
ANDREW FOUCHT	872 W PUTNAM AVE	251-180-011	1,305.74
MARCIAL R LOPEZ	849 W PUTNAM AVE	251-192-006	1,053.20
AQUILES Z LEON	69 N WISCONSIN ST	251-201-008	1,446.92
RENE DE LUNA	261 N MASTON ST	251-232-003	586.40
JAN MONTERO	1091 W THURMAN AVE	251-234-002	833.36
RODRIGO GONZALEZ	308 N LOWERY ST	251-252-020	1,230.66
BEN RAMOS	292 N LOWERY ST	251-262-005	523.78

Assessee	Property Address	Parcel Number	Assessment Amount
DANIEL E MENDEZ	249 N WESTSIDE ST	251-262-011	300.98
CARMEN LUGO	1218 W TOMAH AVE	251-272-006	270.52
MARIA ZENDEJAS-ALVARA	1203 W TOMAH AVE	251-282-003	248.34
LORI ALLEN	155 N BEVERLY ST	251-301-014	631.44
LEOCADIO ORTIZ	1456 W TOMAH AVE	251-301-022	375.54
ISMAIL MOHAMMED	1417 W PUTNAM AVE	251-302-001	1,254.00
EMMA HARO	1564 W PUTNAM AVE	251-311-015	137.36
DANIEL A REYES II	256 N LOTAS ST	251-312-001	375.90
HUSSAIN Y RAYANI	315 N BEVERLY ST	251-323-013	1,003.02
MARIA FLORES	582 N COTTAGE ST	252-022-001	293.52
RICHARD FONTAINE	616 W FAIRHAVEN AVE	252-032-015	123.00
EVELIA VAZQUEZ	612 N VILLAGE GREEN ST	252-033-021	259.04
MARY V TORRES	720 N CARMELITA WAY	252-052-024	277.10
FANNY AIDE GUZMAN JACUINDE	490 W ALICE AVE	252-052-067	271.62
MONICA & LEWIS SOTO	587 W MEMORY LN	252-061-017	711.52
CLAIRE HORNING	240 W SCHOOL AVE	252-092-007	661.68
BASILIO JR CHAVEZ	360 W KANAI AVE	252-102-008	1,047.02
NELDA G HERNANDEZ	301 W KANAI AVE	252-106-004	366.62
YEZENIA LAYNE	322 N E ST	252-177-011	2,756.10
TRACI M LEWIS	306 N F ST	252-181-004	347.54
APRIL D PERRY	298 N E ST	252-182-003	374.56
ROGER RINCON	247 N F ST	252-234-005	1,125.24
JUAN L TORRES-ALCALA	320 W PUTNAM AVE	252-236-008	483.88
CHERYL CHAMBERS	331 N CONLEY ST	252-253-017	782.42
CHERYL CHAMBERS	323 N CONLEY ST	252-253-018	782.42
CHERYL ALLEN	303 N CONLEY ST	252-260-013	7,511.90
CLAUDIA CALDERON	128 N CARMELITA ST	252-272-009	1,536.10
LUIS AVALOS	765 W PUTNAM AVE	252-301-023	1,000.00
JAIME SANDOVAL	755 W CLEVELAND AVE	252-312-005	850.62
JULIAN SOTO	338 N LINDLEY DR	252-323-001	254.70
RACHELLE T MARTINEZ	445 N FOURTH ST	253-015-015	2,205.84
TULIA CAMACHO	572 N THIRD ST	253-024-004	1,527.54
DOMITILLO FRANCO	593 N THIRD ST	253-025-008	438.30
MARILYN KRUGER	26 E DORIS AVE	253-032-009	262.72
SALOMON LEYVA	23 E DORIS AVE	253-037-008	111.92

Assessee	Property Address	Parcel Number	Assessment Amount
DELIA AGUILAR-RODRIGU	16 E LAUREL AVE	253-041-018	306.96
TIMOTHY PATRICK	435 E THURMAN AVE	253-121-003	170.28
RUTH A CALLAHAN	248 N LARSON ST	253-122-018	2,684.68
SALVADOR GUTIERREZ	338 N MURRY ST	253-135-001	765.14
MELINDA CORDERO	327 N ROCHE ST	253-137-007	1,503.76
NADANEECE DAVIS	282 E GARDEN AVE	253-160-007	1,160.24
ARMANDO ESQUIVEL	116 N MURRY ST	253-160-014	180.60
JUAN AGUAYO	34 E GARDEN AVE	253-172-004	1,114.82
PEDRO LEMUS AGUIRRE	118 N MAIN ST	253-172-007	198.66
SABRINA LALANI	198 N SECOND ST	253-183-001	411.42
SABRINA LALANI	58 E MILL AVE	253-183-001	973.36
HUSSAIN Y RAYANI	308 N THIRD ST	253-194-002	1,669.36
JESUS VERDUZCO	370 N PARK PL	253-220-041	166.24
VICTOR RODRIGUEZ	331 N GREVILLA PL	253-220-047	1,298.82
ROSARIO RODRIGUEZ	547 N SIERRA VISTA ST	253-250-023	178.68
GLEN R STAILEY	685 E GRAND AVE	253-250-028	214.60
ROBERT F LAWRENCE	825 E LAUREL AVE	254-010-001	995.14
JOHN V REPP	878 E THURMAN AVE	254-071-012	511.32
JESSICA FUENTESRAMIREZ	903 E CLEVELAND AVE	254-073-014	105.74
ROSA RICO	260 N PETTIS WAY	254-084-027	1,137.98
JUAN MILLAN	82 N LEGGETT ST	254-102-005	750.76
ANGEL L BAEZ	48 N LEGGETT ST	254-102-009	215.24
MARICELA NIEBLAS	1192 E JASMINE SOUTH	254-110-022	1,205.86
VERONICA FACIO	168 N MARTIN ST	254-120-013	982.96
CINTHIA SAUCEDO N/C	135 N MARTIN ST	254-120-063	416.38
JUAN A ACEVEDO	45 N MARTIN ST	254-120-072	654.92
ALEJANDRO PALAFOX	896 E KANAI AVE	254-130-043	1,671.30
JANET STAILEY	357 N CONNER ST	254-140-008	229.08
ROBERT SORIA RAMIREZ	629 N SOUTH PL	254-150-003	1,110.08
ANTONIO TORRES ALCANTAR	621 N DOREE PL	254-150-012	1,771.16
VICTOR RAMOS	1297 W ROBY AVE	259-011-010	105.16
LEN HESTER	1349 W SLAUGHTER AVE	259-012-009	1,712.52
FERNANDO FERNANDEZ	1272 W ROBY AVE	259-013-007	949.22
MONIQUE YANG	74 S MASTON ST	259-092-008	195.96
CYNTHIA MESTAZ	1009 W ROBY AVE	259-103-001	173.84

Assessee	Property Address	Parcel Number	Assessment Amount
SEE OF OLIVE LP	847 W OLIVE AVE	259-112-031	1,315.92
SALVADOR ROCHA	149 S CLOVERLEAF ST	259-121-006	187.44
ALEYDA MONTENEGRO	492 S MILO ST	259-140-009	1,436.88
JEREMIAH SANTONOCITO	258 S NEWCOMB ST	259-175-004	1,289.90
IGNACIO ALVAREZ BONILLA	1561 W HERITAGE AVE	259-180-072	133.12
LOMIET ITH	1897 W UNION LN	259-200-084	685.16
ALICIA SANCHEZ	1759 W DATE AVE	259-214-004	649.84
CHERYL COLBERT	622 S MILO ST	259-253-001	261.60
SERGIO RODRIGUEZ	597 S INDIANA ST	259-260-006	1,475.18
WILLIAM VANLANDINGHAM	1505 W DATE AVE	259-280-013	1,129.10
ADRIAN SERRATO	1412 W RIVER AVE	259-280-063	581.48
DEBBIE VALDEZ	424 S ATKINS ST	259-300-069	292.48
GILBERT CHAIDEZ	373 S PARKWEST ST	259-330-056	372.46
DEBRA PATINO	661 S CREEKSIDE ST	260-076-004	258.46
JULIO TORRES	604 S OHIO ST	260-080-029	565.44
PHILLIP ROBINSON	258 S OHIO ST	260-102-014	738.62
EMILIA MARTINEZ	117 S OHIO ST	260-111-004	779.18
SHERRY LOVELAND	119 S VILLA ST	260-114-022	314.02
HUSSAIN Y RAYANI	41 S CHESS TERRACE	260-123-018	1,411.04
TRINO LINARES	228 S KESSING ST	260-182-011	1,126.94
JUAN LUNA	195 S G ST	260-183-004	1,559.48
JESUS A. RODRIGUEZ *****	180 S H ST	260-183-013	372.60
MAGDALENA BERMUDEZ	281 S H ST	260-187-007	896.98
DAVID VARGAS	52 N KESSING ST	260-202-001	667.32
GILMAR ENTERPRISE	225 W SPRINGVILLE AVE	260-300-013	273.76
DANIEL GUZMAN-VALENTIN	11 W DATE AVE	260-330-003	1,270.88
AUDELIA MEDINA	539 E RIVER AVE	261-013-002	106.70
GERVASE AWBREY	174 E CHASE AVE	261-060-055	1,247.42
SELINDA AGUILAR c/o: DANIEL GUZMAN	437 S MAIN ST	261-080-002	2,347.60
BERTHA OLMEDO	466 S A ST	261-080-017	250.00
SELINDA LOPEZ c/o: DANIEL GUZMAN-VAL	415 S MAIN ST	261-080-034	1,295.62
CATALINA AYON	413 S A ST	261-080-057	282.36
ROBERTO GONZALEZ RAMIREZ	347 S B ST	261-093-003	935.54
RAFAEL GUILLEN	351 S B ST	261-093-004	191.56
CECILIO PALOMARES MEZA	387 S B ST B	261-093-023	345.32

<u>Assessee</u>	<u>Property Address</u>	<u>Parcel Number</u>	<u>Assessment Amount</u>
AURORA N SIERRA	80 S A ST	261-115-001	1,229.02
YALIMAR GARCIA	175-179 S SIERRA VISTA ST	261-233-007	500.44
JOSE I BERMUDEZ	592 E POPLAR AVE	261-291-020	519.54
EULOGIO P JIMENEZ	220 E PRESIDIO AVE	261-322-005	155.66
SELINDA LOPEZ-AGUILAR	420 S CAMELLIA ST	261-322-042	1,162.90
TIBURCIA***** URBINA	281 E RIO VISTA AVE	261-322-056	1,383.86
JUAN GRANADOS	1122 E POPLAR AVE	262-220-038	365.46
JOSE RAMON GOMEZ	964 E MOUNTAIN VIEW AVE	262-240-022	457.18
SANDRA D SALAS	916 S PROSPECT ST	268-051-005	166.10
GUILLERMINA MENDOZA	969 S WISCONSIN ST	268-080-027	213.84
ROBERT URBANEK	422 W MONTGOMERY AVE	269-030-012	355.80
SANTOS GOMEZ	487 EL RANCHO AVE	269-040-016	676.46
MOISES CALVILLO *****	900 S LONE OAK DR	269-040-029	308.84
JOSE ORTIZ	506 W STACIE AVE	269-160-024	300.10
JAVIER PADILLA	1259 S PLANO ST	270-130-008	170.06
JEAN JEFF	1269 S PLANO ST	270-130-011	170.06
BRIANNA ESQUIVEL	154 E YATES AVE	270-140-003	214.34
EVANGELINA GOMEZ	1290 S FOURTH ST	270-140-021	459.34
Total amount of assessments			<u><u>\$ 160,738.70</u></u>
Total number of assessments			<u><u>224</u></u>

CITY OF PORTERVILLE
MISCELLANEOUS AGREEMENTS
FY2021-2022 Tax Roll

<u>Assessee</u>	<u>Parcel Number</u> <u>Address</u>	<u>Assessment</u> <u>Amount</u>
Daniel Mendez SEWER032	1 251-262-011 249 N Westside St	\$ 1,565.00
Samuel Velazco WATER055	2 252-177-012 130, 132, 134, & 136 Thurman Ave	481.00
Julian Soto SEWER021	3 252-323-001 338 N Lindley Dr	160.00
Daisy Gamboa 00CGS009	4 260-112-016 136 S Ohio St	1,885.00
Total amount of assessments		\$ <u><u>4,091.00</u></u>
Total number of assessments		<u><u>4</u></u>

13-14: CHARGES FOR COLLECTION; TIME AND MANNER OF PAYMENT:

A. Fees and charges for the collection and disposal of solid waste collection by the city will be fixed by resolution of the city council.

B. Solid waste collection charges shall be included in the regular city utility bill to customers who also have city water service. When the solid waste customer does not have city water service, a separate bill for solid waste service shall be mailed to the customer who owns or controls the premises serviced.

C. All charges for solid waste service included on utility bills, or if not a part of the city utility bill, shall be due and payable at the same time as other utility charges. If a bill for solid waste is not paid within thirty (30) days after billing date, a charge of ten percent (10%) as a penalty for said delinquency shall be made and added to the amount and become a part of said delinquent utility bill; and the city may discontinue all city utility service to the premises if the bill should remain delinquent on the forty fifth day after billing.

D. All solid waste service charges are the responsibility of the customer whose name appears on the utility billing for the service. If unpaid by the customer billed who controls the premises, they shall be secured at any time by filing for record in the office of the county recorder of any county, a certificate specifying the amount of such charges and the name and address of the customer liable therefor. From the time of recordation of the certificate, the amount required to be paid, together with interest and penalty, constitutes a lien upon all real property in the county owned by the customer or afterwards, and before the lien expires, acquired by him. The lien has the force, priority, and effect of and shall be regarded as a judgment lien, which may be extended, if unpaid, by the recording of a renewal certificate before the expiration of ten (10) years of the previously recorded certificate. (Ord. 1494A, 7-20-1993; Ord. 1615, 10-1-2002)

25-8: GUARANTEE OF PAYMENT OF WATER BILLS BY PROPERTY OWNERS; AUTHORIZED GENERALLY; LIEN:

The owners of any property where water is furnished by the city may assume responsibility for the payment of such water by filing with the water department a written acceptance of such responsibility in a form approved by the city attorney, guaranteeing payment of all water bills accruing against such property or utilized by consumers on such property. The writing shall provide that unpaid water bills may be a lien on said property and the amount of said unpaid water bill may be added to the tax statement for said real property and collected in the same manner as real property taxes. (Ord. Code § 3543; Ord. 845 § A, 11-16-1965)

25-37: COLLECTION OF SEWER RENTALS; PENALTIES; DISCONTINUANCE OF WATER SERVICE FOR NONPAYMENT; CHARGES TO BE LIEN:

Charges for sewer rentals shall be included with the water bill and if the charge for sewer rental shall remain unpaid at the due date for the payment of water bills, there shall be added to the sewer rental charge the same penalties and interest as are required for delinquencies or nonpayment of water bills. Water services may be discontinued for nonpayment of the charge for sewer rental or sewer rental penalties and interest, and any unpaid charge for sewer rental or sewer rental penalties or interest may be placed as a lien on the real property involved. (Ord. Code § 3635.1)



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Use and Indemnification Agreement Between the City of Porterville and Porterville College Concerning the Training Grounds at Fire Station 72

SOURCE: Fire

COMMENT: The Porterville College Fire Academy has for many years used the Training Grounds at Fire Station 72, subject to an informal agreement between Department and Academy leadership. As the Fire Department works to strengthen its internal training efforts, the need became apparent to formalize the agreement with the College to more specifically establish the terms of use, including requiring a schedule of use to be approved by both parties each year, insurance requirements, and indemnification agreements. Preliminary conversations with Porterville College leadership shows that they are agreeable to such an agreement.

Staff supports the ongoing partnership with Porterville College Fire Academy, and believes the draft Agreement presented herein will benefit both parties and allow for the continued use of the facility. This draft Agreement does not strictly define compensation for the use of the training facility. Instead, it references that such an agreement could be reached later through a separate agreement. Staff's goal with that ambiguity is to allow for conversations to continue about the College's goal to purchase training equipment that could be used both by Academy students and by the City's Fire Department staff in lieu of a rental fee. Due to these conversations being ongoing, staff requests that the City Council allow this year's Porterville College Fire Academy to move forward with the Facility Use Agreement in place without requiring a financial compensation agreement to be in place until December 2021.

RECOMMENDATION: That the City Council:

- 1) Authorize staff to negotiate a use and indemnification agreement with Porterville College for the use of the Training Grounds at Fire Station 72; and
- 2) Authorize the Mayor to sign said agreement subject to City Attorney approval of or additional recommended revisions to the contract.

ATTACHMENTS: 1. Draft Fire Training Facility Use Agreement

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

FIRE TRAINING FACILITY USE AGREEMENT

This Agreement is entered into as of July 1, 2021, between the CITY OF PORTERVILLE ("CITY"), and PORTERVILLE COLLEGE ("PC"), (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties desire to allow the use of the CITY Fire Training Facility ("Training Facility") by PC.
- B. The Parties are willing to enter into this Agreement on the terms and conditions set forth below.

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for sixty (60) months, commencing on August 7, 2021, and ending on August 6, 2026.
2. PC use of the Training Facility, located in the rear portion of Station 72 at 500 North Newcomb Street, Porterville, will vary depending on the type of training necessary, as outlined in the Structural Fire Academy and the Wildland Fire Academy coursework, and as scheduled to accommodate the Fire Academy dates.
3. Facility usage calendars shall be reviewed and approved by the Fire Department of the CITY prior to establishing the course catalog, to assure that adequate availability of the Training Facility remains for Fire Department use.
4. PC agrees that it will pay an amount, or provide in-kind equipment to satisfy its payment obligations, in exchange for its use of the Training Facility. These details shall be covered in a separate subsequent agreement between the parties.
5. The CITY shall furnish use of the Training Facility to PC including restroom facilities, and shall pay all taxes, insurance, maintenance fees, and all other costs required to provide use of the Training Facility in accordance with this Agreement.
6. PC shall have the use of on-site buildings and training grounds, excluding the Fire Station, located at the Training Facility for its programs.
7. PC agrees that its members/cadets using the Training Facility under this Agreement shall be governed by the safety rules established by PFD.
8. After use of the facility, PC agrees to ensure the Training Facility is cleaned properly of all debris resulting from their use. Trash may be disposed of using the bins onsite.
9. Both the CITY and PC reserve the right to cancel this Agreement with thirty (30) days advance written notice to the other party.
10. The amount to be paid by PC, if monetary amount is agreed upon by both Parties, will be due and payable as follows: PC shall pay the amount as invoiced by the CITY on an annual basis of the agreed upon cost within thirty days of receiving said invoice(s).
11. PC shall indemnify, defend, and hold harmless the CITY, its officers, employees, agents and volunteers ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation("claims"), arising out of PC's use of the

Training Facility, performance of PC's obligations under this Agreement, or out of the operations conducted by PC, including the City's active or passive negligence, EXCEPT for such loss of 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 PC's performance of this agreement, PC 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.

12. PC shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$2,000,000 per occurrence; (2) workers' compensation insurance as required under state law. The policy shall contain an endorsement naming the CITY as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. a. PC shall furnish the CITY with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, PC shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy. b. Nothing in this section concerning minimum insurance requirements shall reduce PC's liabilities or obligations under the indemnification provisions of this Agreement.
13. Except as otherwise required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

- a. CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7447
Fax: 559-782-7452

- b. PORTERVILLE COLLEGE:

Porterville College
100 E. College Avenue
Porterville, CA 93257
Phone: 559-791-2200
Fax: 559-784-4779

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

14. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Party, which may be withheld for any reason.

15. Termination. In addition to the termination provisions set forth in Section 9 above, the parties may terminate the Agreement as follows.

a. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:

- a. be adjudged bankrupt;
- b. become insolvent or have a receiver appointed;
- c. make a general assignment for the benefit of creditors;
- d. suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement; or
- e. materially breach this Agreement.

2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

5. If the material breach involves an apparent violation of law or local regulation, the Agreement may be terminated immediately by the non-breaching party.

- b. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.
- 16. This Agreement represents the entire Agreement between the Parties 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 all Parties.
- 17. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
- 18. 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.
- 19. The failure of any 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 the breach or any subsequent breach. The acceptance by any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
- 20. 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 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.
- 21. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
- 22. Prior to the end of the term of the Agreement, representatives from each party may meet and consider whether to enter into a new Agreement or extend this Agreement.
- 23. If any litigation is commenced between the parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to its costs for the litigation including expert witness fees and a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.
- 24. The parties agree that this Agreement is entered into and to be performed in Tulare County, California. To the extent allowed by law, the parties waive any applicable venue removal provisions set forth in California Code of Civil Procedure 394.

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

Adrian Monte Reyes, Mayor

Thad Russell, Vice-President of Instruction



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Intent to Set a Public Hearing to Consider Annual Adjustment of Fees by Application of the Engineering News-Record (ENR) Cost Index

SOURCE: Engineering and Project Management

COMMENT: In accordance with prior City Council authorization, staff calculates and adjusts all of the attached fees annually. The policy established in 2003 is to provide the Council notice of all the attached adjustments annually (whether they are subject to the Mitigation Fee Act or not) 60-days before the new fees become effective.

City staff endeavors to honor its commitment to the Building Industry Association (BIA) by providing 60-days notice prior to the effective date of the annually adjusted fees. The Building Industry Association of Tulare/Kings Counties, Inc., has requested that it be notified of the annual adjustment of the attached fees, which are adjusted annually by application of the Engineering News-Record (ENR) Cost Index. Notification was sent to the BIA, developers, and Porter Vista Public Utilities on or before May 25, 2021. Most of the fees in Exhibit "H" Connection Fees were in effect before January 1, 1989, (the effective date of the Mitigation Fee Act) and have only been increased by the Engineering News-Record 20 City Construction Cost Index. The fees subject to the Act that were adopted or increased after its effective date were adopted or increased in accordance with those regulations. Again this year, City staff is giving notice for the fees covered by the Mitigation Fee Act. The applicable fees are attached to City Council's packet as Exhibit "A" and Exhibit "H".

The fee adjustments (3.0%) are shown in the attached Exhibit "A" Park Impact Fees and Exhibit "H" Connection Fees and will go into effect on September 16, 2021.

RECOMMENDATION: That City Council direct the City Clerk to notice a Public Hearing to consider the implementation of the City of Porterville's Impact Fee ENR Cost Index auto escalator at the meeting of August 17, 2021.

ATTACHMENTS:

1. Exhibit A - Park Impact Fees
2. Exhibit H - Connection Fees

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

EXHIBIT 'A'

PARK IMPACT FEES ◇

	Effective Date <u>07/15/20</u>	Effective Date <u>09/16/21*</u>
1. Single Family (RS-1 & RS-2) Δ	\$861	\$887
2. Multiple Family Per Unit Δ	\$669	\$689
3. Mobile Homes Δ	\$483	\$498

To be increased annually by the Engineering News Record Construction Cost Index.

*MO #xx-xxxxxx – Based on ENR Index = 11749.75

Δ Resolution #2-99 (Establishing ENR Annual Adjustment)

◇ Fees Covered by the Mitigation Fee Act

EXHIBIT 'H'
CONNECTION FEES

		EFFECTIVE DATE	
	<u>SEWER TRUNK LINE FEES</u>	7/15/20	9/16/21*
1.	Hillside Development - per acre (Δ 142-02) ◇ _	\$1,283	\$1,322
2.	Single Family (RS-1 & RS-2) - per acre (Δ 94-90)	\$2,406	\$2,478
3.	Duplex (RM-1) - per acre (Δ 94-90)	\$5,588	\$5,755
4.	Multiple Family (RM-2 & RM-3) - per acre (Δ 94-90)	\$13,035	\$13,427
5.	Institutional - per acre**(Δ 94-90)	\$906	\$933
6.	Commercial & Professional Office - per acre**(Δ 94-90)	\$3,397	\$3,499
7.	Industrial - per acre**(Δ 94-90)	\$14,503	\$14,938

		EFFECTIVE DATE	
	<u>TREATMENT PLANT FEES</u>	7/15/20	9/16/21*
1.	Single Family and Multiple Family - per unit (Δ 67-03)	\$3,943	\$4,061
2.	Commercial and Industrial - per sewer connection (Δ 67-03)	\$14.09 (per gpd) (\$3,943)	\$14.51 (per gpd) (\$4,061)

		EFFECTIVE DATE	
	<u>SEWER CONNECTION CHARGES</u>	7/15/20	9/16/21*
1.	Six Inch or Smaller - per foot	\$13.00	\$13.39
2.	Eight Inch - per foot	\$17.05	\$17.56

		EFFECTIVE DATE	
	<u>WATER TRUNK FEES</u>	7/15/20	9/16/21*
1.	Hillside Development - per acre (Δ 142-02) ◇ _	\$1,888	\$1,945
2.	Single Family (RS-1 & RS-2) - per acre (Δ 93-90)	\$3,937	\$4,055
3.	Duplex (RM-1) - per acre (Δ 93-90)	\$9,855	\$10,151
4.	Multiple Family (RM-2 & RM-3) - per acre (Δ 93-90)	\$23,008	\$23,699
5.	Institutional**(Δ 93-90)	\$2,569	\$2,646
6.	Commercial and Professional Office - per acre**(Δ 93-90)	\$2,959	\$3,048
7.	Commercial Crop Cultivation – per acre**(Ord. 1813) D	\$739	\$761
8.	Industrial - per acre**(Δ 93-90)	\$22,724	\$23,406

		EFFECTIVE DATE	
	<u>WATER CONNECTION FEE</u>	7/15/20	9/16/21*
1.	Connection Charges - per foot	\$11.10	\$11.43

		EFFECTIVE DATE	
	<u>STREET LIGHT FEES</u>	7/15/20	9/16/21*
1.	Multiple Family - per foot	\$3.37	\$3.47
2.	Commercial/Industrial - per foot	\$4.25	\$4.38

<u>STORM DRAINAGE FEES</u>		EFFECTIVE DATE	
		7/15/20	9/16/21*
1.	Single Family (RS-1 & RS-2) - per acre (inc. Hillside Dev.) (Δ 95-90)	\$6,485	\$6,679
2.	Duplex (RM-1) - per acre (Δ 95-90)	\$8,650	\$8,910
3.	Multiple Family (RM-2 & RM-3) - per acre (Δ 95-90)	\$12,978	\$13,368
4.	Commercial, Industrial & Institutional - per acre (Δ 95-90)	\$17,296	\$17,816

<u>FIRE HYDRANT FEES</u>		EFFECTIVE DATE	
		7/15/20	9/16/21*
1.	Multiple Family - per foot	\$4.40	\$4.53
2.	Commercial/Industrial - per foot	\$6.52	\$6.72

<u>TRANSPORTATION IMPACT FEES</u> ◇ _		EFFECTIVE DATE	
		7/15/20	9/16/21*
1.	Single Family (RS-1 & RS-2) per unit (Δ 50-98)	\$1,298^	\$1,337
2.	Multiple Family (per unit) (Δ 50-98)	\$877^	\$903
3.	General Office/ Institutional (per 1,000 sq ft of gross floor) (Δ 50-98)	\$3,570	\$3,677
4.	Commercial (per 1,000 square feet of gross floor area) (Δ 50-98)	\$6,791	\$6,994
5.	Light Industrial (per 1,000 square feet of gross floor area) (Δ 50-98)	\$1,012	\$1,043

<u>FRONTAGE IMPROVEMENT VALUATION THRESHOLD</u>		EFFECTIVE DATE	
		7/15/20	9/16/21*
1.	Frontage Improvements are required when the Building Permit valuation is over ◆ (Beginning 2/19/04 - over a two-year period)	\$24,657	\$25,397

*MO #xx-xxxxxx – Based on ENR Index = 11749.75

Δ Resolution Establishing ENR Annual Adjustment

◆ Ordinance No. 1644 dated 2-19-04 (includes Annual Adjustment by ENR)

◇ Fees Covered by the Mitigation Fee Act

**Institutional, Commercial and Industrial water and sewer trunk line fees will be collected based upon the amount stated above, but shall be adjusted after monitoring of actual usage to the following fees:

Water - \$197.84 per 100 GPD of actual average demand (adjusted annually by the ENR Construction Cost Index).

Sewer - \$168.16 per 100 GPD of actual daily flow (adjusted annually by the ENR Construction Cost Index).



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Preliminary Financial Status Reports - Fiscal Year 2020-2021

SOURCE: Finance

COMMENT: The City Charter requires financial reports to be provided to City Council on a monthly basis. Council Minute Order No. 10-011607 approved the recommended change in submittal of the interim financial status reports and established the requirements and parameters in the presentation of the reports.

In accordance with Council Minute Order No. 10-011607, the preliminary financial status reports for the year ended June 30, 2021, are submitted. These reports are preliminary as accruals of both revenues and expenditures for the fiscal year just ended are still being processed.

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

ATTACHMENTS: 1. Preliminary Financial Status Reports for the Year Ended June 30, 2021

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

REVENUE STATUS REPORT - GENERAL FUND
FOR THE YEARS ENDED
JUNE 30, 2021 AND JUNE 30, 2020
PRELIMINARY

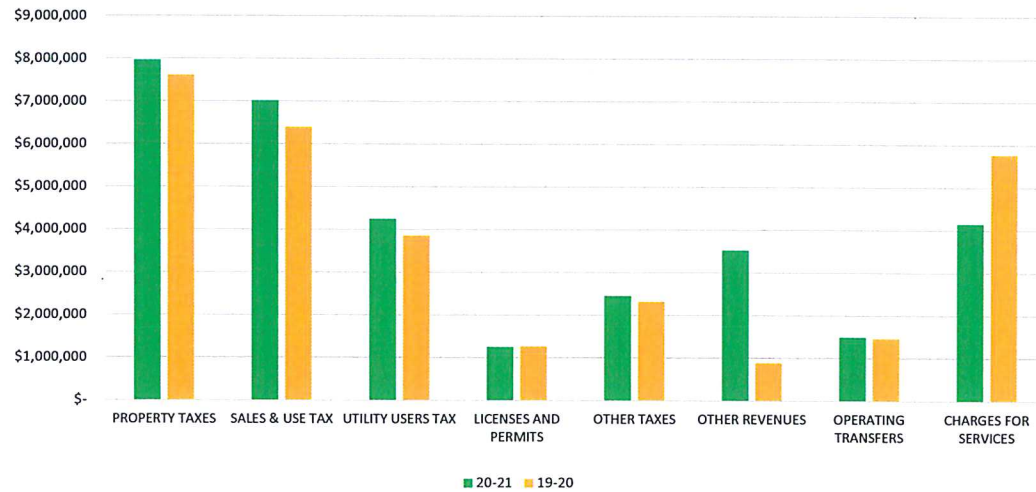
REVENUE SOURCE	2020-2021 ESTIMATED REVENUE	2020-2021 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2019-2020 ESTIMATED REVENUE	2019-2020 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 7,697,000	\$ 7,974,070	103.60%	\$ 7,220,000	\$ 7,622,515	105.57%
OTHER TAXES:						
SALES AND USE TAX	5,500,000	6,728,323	122.33%	6,322,477	6,147,540	97.23%
UTILITY USERS TAX	3,700,000	4,248,323	114.82%	4,350,000	3,856,020	88.64%
TRANSIENT OCCUPANCY TAX	400,000	667,293	166.82%	550,000	504,318	91.69%
PROPERTY TRANSFER TAX	97,000	111,485	114.93%	85,000	102,901	121.06%
FRANCHISE TAX	1,631,134	1,606,194	98.47%	1,631,134	1,632,872	100.11%
SALES TAX - PUBLIC SAFETY	260,000	289,986	111.53%	220,000	260,256	118.30%
LICENSES AND PERMITS:						
BUSINESS AND OTHER LICENSES	414,300	444,159	107.21%	492,500	521,062	105.80%
CONSTRUCTION PERMITS	575,000	805,692	140.12%	480,000	747,557	155.74%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	48,000	43,753	91.15%	29,000	47,693	164.46%
SALES TAX, MEASURE R	100,000	-		-	-	
OTHER TAXES	24,000	22,863	95.26%	25,000	24,013	96.05%
REVENUE FROM AGENCIES-GRANTS	287,514	940,776	327.21%	167,567	246,976	147.39%
USE OF MONEY AND PROPERTY	382,000	434,536	113.75%	443,000	518,188	116.97%
FINES AND FORFEITURES	26,200	34,847	133.00%	32,000	31,067	97.08%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	160,000	179,877	112.42%	115,000	203,017	176.54%
POLICE	411,000	198,365	48.26%	560,000	449,412	80.25%
FIRE	59,000	(30,168)	-51.13%	50,000	93,657	187.31%
LIBRARY	10,000	325	3.25%	40,000	19,360	48.40%
RECREATIONAL	2,540,300	1,469,409	57.84%	2,763,800	2,576,622	93.23%
INTERDEPARTMENTAL	2,350,000	2,300,962	97.91%	2,450,000	2,365,715	96.56%
OTHER	34,090	33,481	98.21%	61,272	67,594	110.32%
OTHER REVENUES	85,500	2,117,545	2476.66%	80,200	99,498	124.06%
SUBTOTALS	\$ 26,792,038	\$ 30,622,097	114.30%	\$ 28,167,950	\$ 28,137,851	99.89%
OPERATING TRANSFERS	1,213,558	980,783	80.82%	1,221,362	1,274,153	104.32%
DEBT SERVICE TRANSFERS	223,889	256,863	114.73%	199,134	188,378	94.60%
TOTALS	\$ 28,229,485	\$ 31,859,742	112.86%	\$ 29,588,446	\$ 29,600,383	100.04%

INSURANCE PROCEEDS - LIBRARY (RESTRICTED)

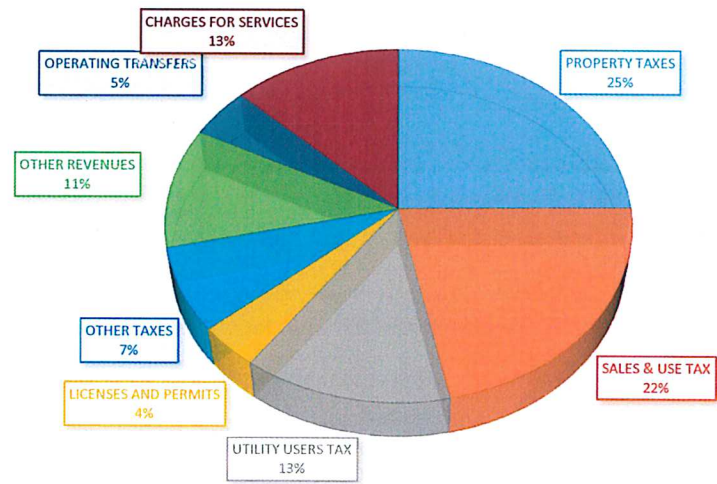
\$ 2,828,598

2,500,000

City of Porterville
General Fund Revenues
Years Ended June 30, 2021 and June 30, 2020



City of Porterville
General Fund Revenues
Year Ended June 30, 2021

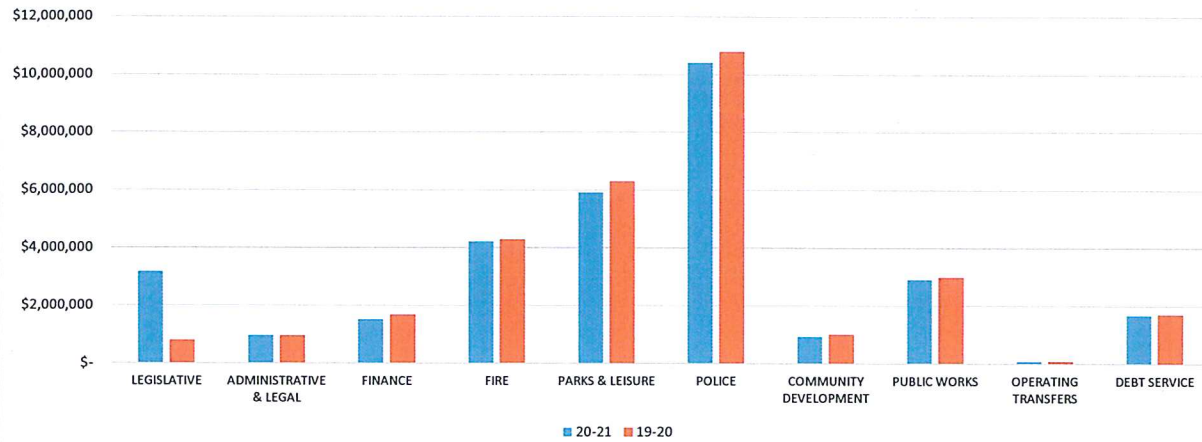


CITY OF PORTERVILLE

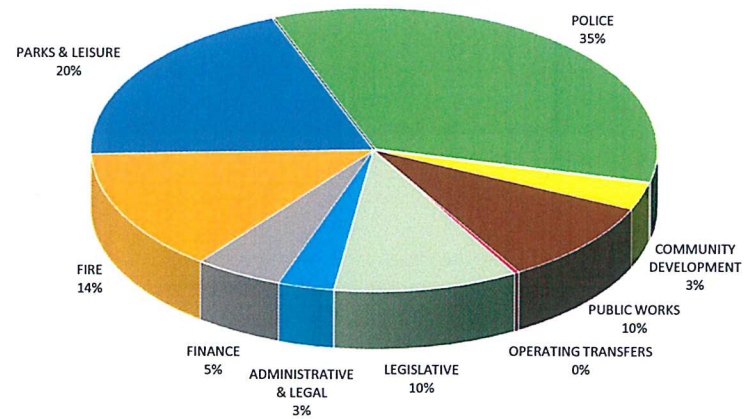
EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE YEARS ENDED
JUNE 30, 2021 AND JUNE 30, 2020
PRELIMINARY

	2020-2021 AMENDED APPROP	2020-2021 YEAR-TO-DATE EXPEND	% OF APPROP	2019-2020 AMENDED APPROP	2019-2020 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 222,917	\$ 229,161	102.8%	\$ 222,917	\$ 173,686	77.9%
COMMUNITY PROMOTION	268,955	137,424	51.1%	265,339	215,031	81.0%
EMERGENCY - LIBRARY	-	2,024,484	-	-	259,502	-
EMERGENCY - COVID 19	-	786,182	-	-	150,414	-
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	327,263	320,971	98.1%	320,596	311,416	97.1%
CITY CLERK	270,708	205,166	75.8%	216,969	168,194	77.5%
HUMAN RESOURCES	292,017	305,967	104.8%	318,459	353,628	111.0%
CITY ATTORNEY	225,000	132,411	58.8%	225,000	116,664	51.9%
FINANCE:						
FINANCE & ACCOUNTING	887,389	839,684	94.6%	893,354	912,988	102.2%
INFORMATION SERVICES	505,518	395,187	78.2%	490,049	471,114	96.1%
ADMINISTRATIVE SERVICES	334,828	286,599	85.6%	351,382	286,686	81.6%
POLICE PROTECTION	11,167,031	10,409,121	93.2%	11,019,642	10,789,548	97.9%
FIRE PROTECTION	4,337,124	4,217,773	97.2%	4,337,124	4,284,209	98.8%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	752,232	641,022	85.2%	694,506	576,837	83.1%
ECONOMIC DEVELOPMENT	489,407	292,751	59.8%	473,329	431,773	91.2%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,398,365	1,478,611	105.7%	1,208,650	1,458,941	120.7%
STREET MAINTENANCE	488,720	479,919	98.2%	492,623	555,941	112.9%
SIGNALS, SIGNING & STRIPING	344,010	266,091	77.3%	386,891	327,374	84.6%
STREET LIGHTING	513,563	558,596	108.8%	507,773	512,572	100.9%
STORM DRAINS	87,977	63,464	72.1%	89,693	82,611	92.1%
PARKING LOTS	58,398	62,133	106.4%	56,893	56,971	100.1%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	2,540,373	2,477,730	97.5%	2,111,795	2,210,287	104.7%
STREET TREES & PARKWAYS	237,893	208,522	87.7%	218,234	285,585	130.9%
COMMUNITY CENTERS	131,425	12,563	9.6%	255,658	140,476	54.9%
LEISURE SERVICES	318,032	390,750	122.9%	314,811	350,112	111.2%
LEISURE SERVICES - SPECIAL PROG	2,488,308	2,009,997	80.8%	2,585,888	2,430,389	94.0%
SWIMMING POOL	166,325	162,919	98.0%	166,525	129,866	78.0%
LIBRARY OPERATIONS	869,013	624,444	71.9%	796,495	736,289	92.4%
SPECIAL PROJECTS	24,855	23,422	94.2%	24,645	21,906	88.9%
SUB TOTALS	29,747,646	30,043,064	101.0%	29,045,240	28,801,011	99.2%
OPERATING TRANSFERS	79,000	79,000	100.0%	79,000	79,000	100.0%
DEBT SERVICE	1,674,185	1,674,185	100.0%	1,705,953	1,705,953	100.0%
	\$ 31,500,831	\$ 31,796,249	100.9%	\$ 30,830,193	\$ 30,585,963	99.2%

City of Porterville
General Fund Expenditures
Years Ended June 30, 2021 and June 30, 2020



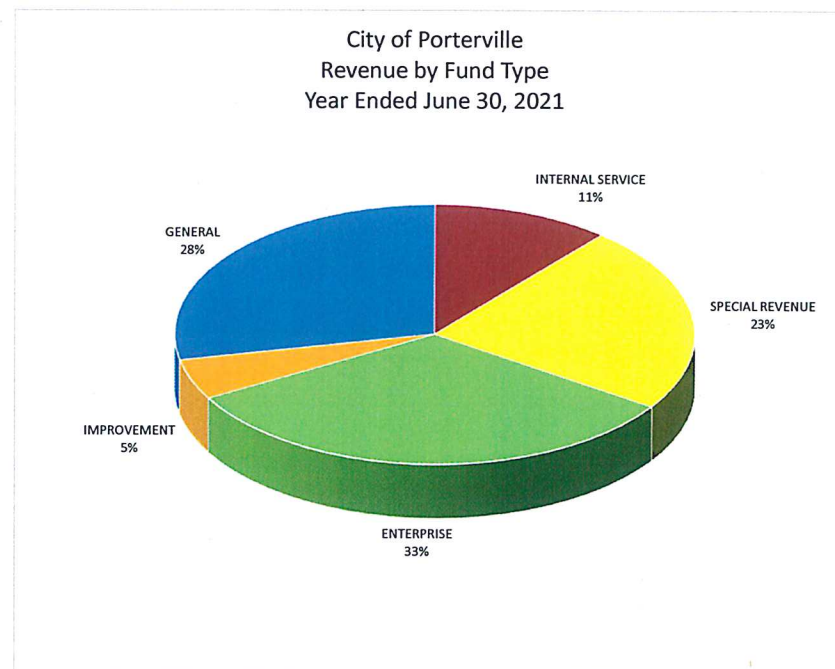
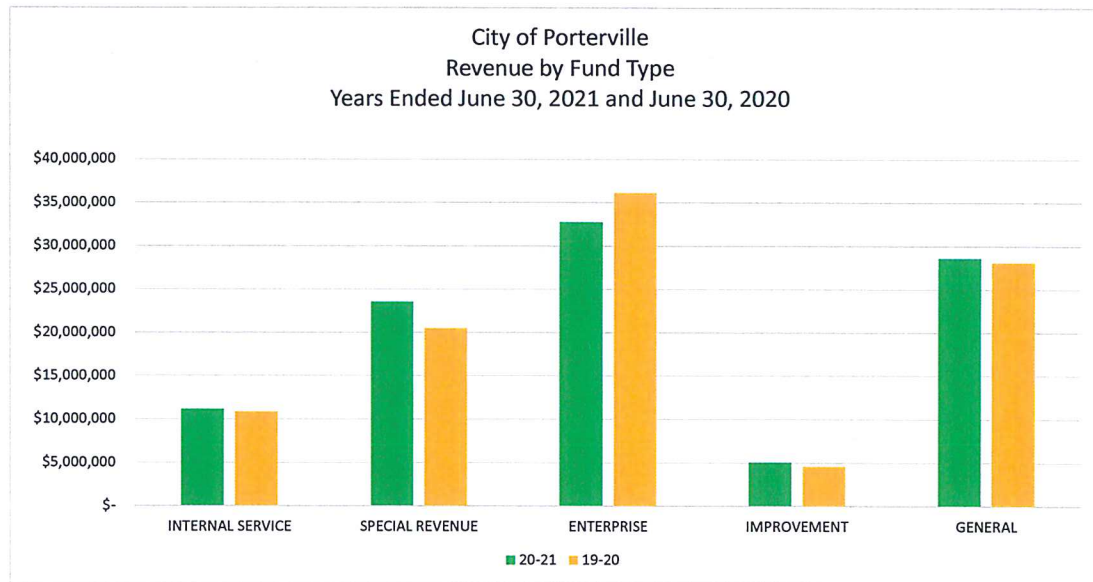
City of Porterville
General Fund Expenditures
Year Ended June 30, 2021



CITY OF PORTERVILLE

**REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE YEARS ENDED
JUNE 30, 2021 AND JUNE 30, 2020
PRELIMINARY**

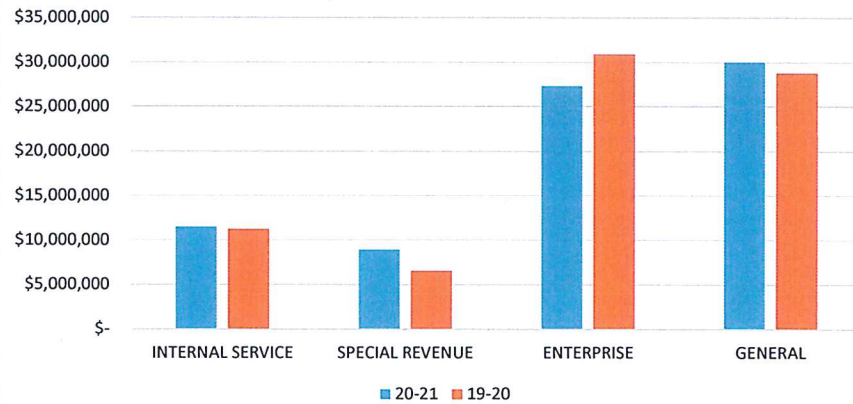
REVENUE SOURCE	2020-2021 ESTIMATED REVENUE	2020-2021 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2019-2020 ESTIMATED REVENUE	2019-2020 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 3,606,000	\$ 4,541,942	126.0%	\$ 3,854,047	\$ 4,057,731	105.3%
MEASURE I SALES TAX	7,032,000	9,196,400	130.8%	6,665,239	7,918,835	118.8%
SPECIAL GAS TAX	3,874,813	3,247,650	83.8%	3,615,857	3,239,530	89.6%
LOCAL TRANSPORTATION FUNDS (LTF)	12,443,621	3,874,354	31.1%	10,884,126	3,349,718	30.8%
TRAFFIC SAFETY FUND	100,400	103,864	103.4%	120,400	113,856	94.6%
ZALUD ESTATE	4,000	2,135	53.4%	7,800	6,161	79.0%
COMMUNITY DEVELOPMENT BLOCK GRANT	1,350,718	1,471,085	108.9%	834,422	778,113	93.3%
TRANSIT	13,190,646	3,895,456	29.5%	11,643,953	9,112,910	78.3%
SPECIAL SAFETY GRANTS	221,401	246,319	111.3%	241,500	221,741	91.8%
SEWER OPERATING	7,146,596	7,185,176	100.5%	7,142,596	7,205,274	100.9%
REFUSE REMOVAL	6,146,000	6,300,874	102.5%	6,032,500	6,176,138	102.4%
AIRPORT OPERATIONS	1,270,907	2,066,818	162.6%	1,476,800	1,233,387	83.5%
GOLF COURSE	165,800	260,933	157.4%	168,500	158,508	94.1%
WATER OPERATING	12,485,233	13,057,234	104.6%	12,469,100	12,262,646	98.3%
RISK MANAGEMENT	7,222,716	7,427,388	102.8%	6,821,402	7,153,322	104.9%
EQUIPMENT MAINTENANCE	3,788,000	3,746,275	98.9%	3,608,000	3,714,170	102.9%
LANDSCAPE MAINTENANCE DISTRICT	154,753	150,930	97.5%	112,540	115,624	102.7%
WATER REPLACEMENT	19,096,720	1,828,091	9.6%	21,037,761	1,479,016	7.0%
SOLID WASTE RESERVE	1,741,522	1,717,726	98.6%	1,775,356	1,472,685	83.0%
SEWER REVOLVING	379,000	547,477	144.5%	337,084	491,964	145.9%
TRANSPORTATION DEVELOPMENT	215,000	272,714	126.8%	210,000	371,431	176.9%
PARK DEVELOPMENT	75,050	131,962	175.8%	50,050	111,172	222.1%
TREATMENT PLANT RESERVE	625,000	972,281	155.6%	583,792	1,152,943	197.5%
STORM DRAIN DEVELOPMENT	175,000	305,673	174.7%	125,000	253,046	202.4%
BUILDING CONSTRUCTION	5,000	2,071	41.4%	5,000	7,570	151.4%
TOTALS	\$ 102,515,896	\$ 72,552,826	70.8%	\$ 99,822,825	\$ 72,157,492	72.3%



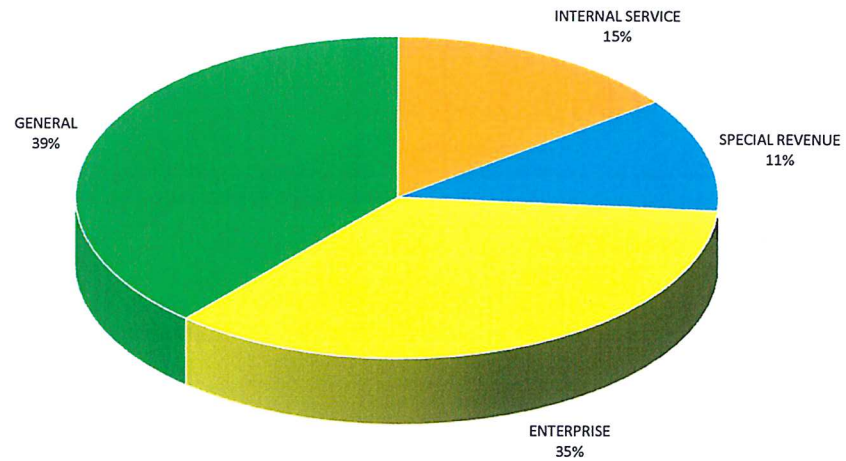
CITY OF PORTERVILLE
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE YEARS ENDED
JUNE 30, 2021 AND JUNE 30, 2020
PRELIMINARY

	2020-2021 AMENDED APPROP	2020-2021 YEAR-TO-DATE EXPEND	% OF APPROP	2019-2020 AMENDED APPROP	2019-2020 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 4,037,532	\$ 3,813,871	94.5%	\$ 3,976,351	\$ 3,833,058	96.4%
MEASURE I SALES TAX	4,641,728	4,498,410	96.9%	3,022,750	2,173,188	71.9%
ZALUD ESTATE	18,455	15,716	85.2%	22,505	26,525	117.9%
COMMUNITY DEVELOPMENT BLOCK GRANT	831,420	196,215	23.6%	812,415	181,426	22.3%
TRANSIT	13,190,646	5,888,575	44.6%	11,143,953	9,409,868	84.4%
SPECIAL SAFETY GRANTS	456,959	266,222	58.3%	401,411	218,359	54.4%
SEWER OPERATING	6,528,245	6,284,951	96.3%	6,187,428	6,551,227	105.9%
REFUSE REMOVAL	7,237,196	6,473,845	89.5%	6,467,269	6,639,151	102.7%
AIRPORT	1,368,466	1,352,744	98.9%	1,362,868	1,071,088	78.6%
GOLF COURSE	439,313	487,998	111.1%	433,299	429,496	99.1%
WATER OPERATING	8,423,663	6,843,899	81.2%	7,701,806	6,783,837	88.1%
RISK MANAGEMENT	7,559,248	7,823,048	103.5%	6,317,524	7,263,405	115.0%
EQUIPMENT MAINTENANCE	3,866,661	3,692,958	95.5%	3,661,301	4,003,834	109.4%
LANDSCAPE MAINTENANCE DISTRICT	202,429	158,578	78.3%	159,471	167,154	104.8%
TOTALS	\$ <u>58,801,961</u>	\$ <u>47,797,032</u>	81.3%	\$ <u>51,670,351</u>	\$ <u>48,751,616</u>	94.4%

City of Porterville
Expenditures by Fund Type
Years Ended June 30, 2021 and June 30, 2020



City of Porterville
Expenditures by Fund Type
Year Ended June 30, 2021



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Year Ended June 30, 2021 and June 30, 2020
PRELIMINARY

	<u>FY 2020-21</u>	<u>FY 2019-20</u>
REVENUES		
Sales Tax - Measure H	\$ 4,526,362	4,035,590
Interest	15,529	20,358
Police Services	51	533
Contributions	-	1,250
TOTAL REVENUES	<u>4,541,942</u>	<u>4,057,731</u>
EXPENDITURES		
Police Department	1,758,610	1,621,265
Fire Department	1,715,644	1,733,070
Public Safety Station	41,803	32,904
Library & Literacy	297,815	445,819
TOTAL EXPENDITURES	<u>3,813,871</u>	<u>3,833,058</u>
CAPITAL PROJECTS		
Animal Shelter	<u>66,820</u>	<u>-</u>
TOTAL CAPITAL PROJECTS	<u>66,820</u>	<u>-</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u>661,251</u>	\$ <u>224,674</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE I
For the Year Ended June 30, 2021 and June 30, 2020
PRELIMINARY

	<u>FY 2020-21</u>	<u>FY 2019-20</u>
REVENUES		
Sales Tax - Measure I	\$ 9,100,790	\$ 7,840,516
Interest	95,610	76,395
Police Services	-	1,925
TOTAL REVENUES	<u>9,196,400</u>	<u>7,918,835</u>
EXPENDITURES		
Police Department	3,354,126	1,667,639
Fire Department	1,098,608	505,550
Streets Program	45,676	-
TOTAL EXPENDITURES	<u>4,498,410</u>	<u>2,173,188</u>
CAPITAL PROJECTS		
AC Pavement Repair/Overlay	197,420	-
Grand Ave Connection between 4th and Henrahan	46,770	14,490
Henderson Ave Reconstruction - 2nd to Plano	759,223	47,777
Medians Restoration Project	14,805	1,696
Miscellaneous Streets Project - N Kessing St	330,435	-
Montgomery Ave Reconstruction - Jaye to H	2,715	2,981
Pavement Management Program	225,860	20,125
PD Evidence Storage Facilities	15,207	-
Union - Indiana to Jaye	13,896	-
Villa St Reconstruction	25,060	-
TOTAL CAPITAL PROJECTS	<u>1,631,392</u>	<u>87,067</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ 3,066,599</u>	<u>\$ 5,658,580</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Years Ended June 30, 2021 and June 30, 2020
PRELIMINARY

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>6/30/2021 NET OPERATING PROFIT (LOSS)</u>	<u>6/30/2020 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 2,135	\$ (15,716)	\$ (13,581)	\$ (20,364)
Transit	\$ 3,895,456	\$ (5,888,575)	\$ (1,993,119)	\$ (296,959)
Sewer Operating	\$ 7,185,176	\$ (6,284,951)	\$ 900,225	\$ 654,047
Solid Waste	\$ 6,300,874	\$ (6,473,845)	\$ (172,971)	\$ (463,013)
Airport	\$ 2,066,818	\$ (1,352,744)	\$ 714,074	\$ 162,299
Golf	\$ 260,933	\$ (487,998)	\$ (227,066)	\$ (270,988)
Water Operating	\$ 13,057,234	\$ (6,843,899)	\$ 6,213,334	\$ 5,478,810



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Quarterly Investment Portfolio Summary Report

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City of Porterville as of June 30, 2021, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified on the summary include the portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

RECOMMENDATION: That the City Council accept the quarterly Investment Portfolio Summary Report.

ATTACHMENTS: 1. Investment Portfolio Summary - June 30, 2021

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

**CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF JUNE 30, 2021**

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND \$	55,039,938	\$ 55,044,505	0.330%	DAILY	DAILY	1
1007	CSJVRMA INVESTMENT FUND	7,156,611	7,475,780	1.450%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	9,556,902	9,556,902	1.080%	DAILY	DAILY	30
	TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR	866,308	866,308	4.000%	1/15/2015	7/15/2037	5,859
	CORNERSTONE MAIN PARTNERS, L.P.	2,778,511	2,778,511	2.400%	12/12/2018	11/30/2038	6,362
FSRXX	FIDELITY TREASURY MMKT	1,000,000	1,000,000	0.010%	6/30/2021	6/30/2021	1
3130AKXB7	FEDERAL HOME LOAN BANKS	1,975,000	1,975,740	0.580%	3/18/2021	2/11/2026	1,687
3130ALGJ7	FEDERAL HOME LOAN BANKS	975,000	975,000	1.000%	3/23/2021	3/23/2026	1,727
3133EMUK6	FEDERAL FARM CREDIT BANKS	1,000,000	1,000,250	1.050%	3/25/2021	3/25/2026	1,729
3130ALS62	FEDERAL HOME LOAN BANKS, STEPUP	1,000,000	1,000,000	0.750%	3/30/2021	3/30/2026	1,734
3133EMVW9	FEDERAL FARM CREDIT BANKS	1,000,000	998,810	1.120%	4/13/2021	4/13/2026	1,748
3130AMCT7	FEDERAL HOME LOAN BANKS	2,000,000	2,000,800	1.110%	5/26/2021	5/26/2026	1,791
3130AMR1	FEDERAL HOME LOAN BANKS	1,000,000	998,130	1.000%	4/29/2021	4/29/2026	1,764
3130AMXR8	FEDERAL HOME LOAN BANKS	2,000,000	1,999,260	1.125%	6/30/2021	6/26/2026	1,822
89236TEC5	TOYOTA MOTOR CRD CORP	1,000,000	1,022,650	2.150%	9/8/2017	9/8/2022	435
037833DE7	APPLE INC NOTE	1,000,000	1,032,300	2.400%	1/16/2018	1/13/2023	562
084670BR8	BERKSHIRE HATHAWAY	1,000,000	1,037,690	2.750%	4/23/2018	3/15/2023	623
06406RAG2	BANK NEW YORK MELLON CORP MTN	1,000,000	1,057,970	3.500%	10/16/2018	4/28/2023	667
90331HNV1	US BANK ASSN MTN	1,000,000	1,059,590	3.400%	11/15/2018	7/24/2023	754
48128GL73	JP MORGAN CHASE & CO NOTE	1,000,000	984,100	2.250%	10/31/2019	10/31/2024	1,219
38150AE27	GOLDMAN SACHS GROUP INC	1,000,000	997,350	2.000%	3/25/2020	3/25/2025	1,364
06747PML0	BARCLAYS BANK	1,000,000	1,011,810	3.000%	3/17/2020	10/17/2023	839
13605VWVW7	CANDADIAN IMPERIAL BANK	1,000,000	1,000,590	2.500%	4/28/2020	4/10/2025	1,380
17298CK64	CITIGROUP INC	1,000,000	979,670	1.000%	8/28/2020	8/28/2025	1,520
89114TK84	TORONTO DOMINION BANK	2,000,000	1,988,156	1.050%	6/16/2021	3/16/2026	1,720
9497486Z5	CERTIFICATE OF DEPOSIT	249,000	149,321	1.600%	8/3/2016	8/3/2021	34
06062QXG4	CERTIFICATE OF DEPOSIT	247,000	248,803	1.850%	11/23/2016	11/23/2021	146
58733ADT3	CERTIFICATE OF DEPOSIT	240,000	242,827	2.100%	1/27/2017	1/27/2022	211
38148PGX9	CERTIFICATE OF DEPOSIT	245,000	248,820	2.300%	3/8/2017	3/8/2022	251
857894SK6	CERTIFICATE OF DEPOSIT	249,000	251,669	2.050%	1/13/2017	1/13/2022	197
71270QQJ8	CERTIFICATE OF DEPOSIT	246,000	248,704	2.050%	1/18/2017	1/18/2022	202
8562845Z3	CERTIFICATE OF DEPOSIT	246,000	249,235	2.350%	1/26/2017	1/26/2022	210
33767A2G5	CERTIFICATE OF DEPOSIT	249,000	253,069	2.100%	4/19/2017	4/19/2022	293
55266CVB9	CERTIFICATE OF DEPOSIT	249,000	252,877	1.950%	4/28/2017	4/28/2022	302
67054NAK9	CERTIFICATE OF DEPOSIT	249,000	254,361	2.300%	6/21/2017	6/21/2022	356
9819962K6	CERTIFICATE OF DEPOSIT	200,000	203,774	2.400%	4/19/2017	4/19/2022	293
795450D36	CERTIFICATE OF DEPOSIT	240,000	246,168	2.350%	8/23/2017	8/23/2022	419
06740KKD8	CERTIFICATE OF DEPOSIT	247,000	252,360	2.200%	7/12/2017	7/12/2022	377
33715LAP5	CERTIFICATE OF DEPOSIT	249,000	255,576	2.250%	9/28/2017	9/28/2022	455
62384RAB2	CERTIFICATE OF DEPOSIT	249,000	255,925	2.300%	10/12/2017	10/12/2022	469
01748DAY2	CERTIFICATE OF DEPOSIT	249,000	255,877	2.200%	11/3/2017	11/3/2022	491
61747MF63	CERTIFICATE OF DEPOSIT	246,000	255,346	2.650%	1/11/2018	1/11/2023	560
22239MAR9	CERTIFICATE OF DEPOSIT	249,000	258,594	2.600%	2/2/2018	2/2/2023	582
366526AR2	CERTIFICATE OF DEPOSIT	249,000	259,010	2.650%	2/16/2018	2/16/2023	596
819866AE4	CERTIFICATE OF DEPOSIT	249,000	259,951	2.800%	3/5/2018	3/6/2023	614
319141KL0	CERTIFICATE OF DEPOSIT	245,000	258,918	3.150%	6/6/2018	6/6/2023	706
74934YAH4	CERTIFICATE OF DEPOSIT	245,000	259,119	3.150%	6/20/2018	6/20/2023	720
17312QJ26	CERTIFICATE OF DEPOSIT	246,000	257,852	2.900%	4/11/2018	4/11/2023	650
25665QAX3	CERTIFICATE OF DEPOSIT	246,000	257,887	2.900%	4/13/2018	4/13/2023	652
91435LAG2	CERTIFICATE OF DEPOSIT	249,000	262,239	3.050%	5/14/2018	5/15/2023	684
080515CQ0	CERTIFICATE OF DEPOSIT	246,000	259,149	3.050%	5/16/2018	5/16/2023	685
90348JCW8	CERTIFICATE OF DEPOSIT	249,000	263,706	3.250%	6/13/2018	6/13/2023	713
74160NGF1	CERTIFICATE OF DEPOSIT	249,000	263,631	3.200%	6/22/2018	6/22/2023	722
45581EAX9	CERTIFICATE OF DEPOSIT	249,000	264,299	3.300%	6/30/2018	6/30/2023	730
31911QFK6	CERTIFICATE OF DEPOSIT	249,000	264,548	3.200%	8/10/2018	8/10/2023	771
499724AD4	CERTIFICATE OF DEPOSIT	249,000	265,200	3.250%	8/30/2018	8/30/2023	791
64017AAH7	CERTIFICATE OF DEPOSIT	245,000	261,604	3.300%	9/19/2018	9/19/2023	811
92891CBK7	CERTIFICATE OF DEPOSIT	249,000	266,677	3.350%	10/16/2018	10/16/2023	838
474067AQ8	CERTIFICATE OF DEPOSIT	249,000	266,749	3.350%	10/19/2018	10/19/2023	841
59452WAE8	CERTIFICATE OF DEPOSIT	249,000	267,697	3.450%	11/9/2018	11/9/2023	862

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
61760ASL4	CERTIFICATE OF DEPOSIT	245,000	264,340	3.550%	11/26/2018	11/24/2023	877
635573AL2	CERTIFICATE OF DEPOSIT	245,000	263,992	3.400%	12/26/2018	12/21/2023	904
15118RRHS	CERTIFICATE OF DEPOSIT	249,000	260,882	1.850%	8/30/2019	8/30/2024	1,157
938828BM1	CERTIFICATE OF DEPOSIT	249,000	262,060	2.000%	8/30/2019	8/30/2024	1,157
949495BC8	CERTIFICATE OF DEPOSIT	250,000	256,440	1.750%	2/21/2020	2/21/2023	601
05465DAK4	CERTIFICATE OF DEPOSIT	249,000	258,248	1.650%	3/26/2020	3/26/2024	1,000
1204	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	4/24/2018	4/24/2023	663
1248	CERTIFICATE OF DEPOSIT	250,000	250,000	1.100%	5/8/2020	5/8/2022	312
1281	CERTIFICATE OF DEPOSIT	250,000	250,000	2.800%	5/14/2018	5/14/2023	683
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	3.000%	6/21/2018	6/21/2023	721
1283	CERTIFICATE OF DEPOSIT	250,000	250,000	1.591%	5/12/2020	5/12/2023	681
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	2.650%	4/29/2018	4/29/2023	668
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	3.100%	6/25/2018	6/25/2023	725
1303	CERTIFICATE OF DEPOSIT	250,000	250,000	1.100%	4/16/2021	4/16/2024	1,021
1306	CERTIFICATE OF DEPOSIT	249,000	249,000	1.935%	10/28/2016	10/28/2021	120
1307	CERTIFICATE OF DEPOSIT	249,000	249,000	1.900%	12/20/2016	12/20/2021	173
1308	CERTIFICATE OF DEPOSIT	266,608	266,608	2.000%	1/20/2017	1/20/2022	204
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	2.150%	2/14/2017	2/14/2022	229
1310	CERTIFICATE OF DEPOSIT	249,000	249,000	2.100%	5/1/2017	5/2/2022	306
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	2.110%	6/23/2017	6/23/2022	358
1312	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/26/2017	7/26/2022	391
1313	CERTIFICATE OF DEPOSIT	249,000	249,000	2.230%	7/11/2017	7/11/2022	376
1314	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/21/2017	7/21/2022	386
1315	CERTIFICATE OF DEPOSIT	249,000	249,000	2.350%	9/22/2017	9/22/2022	449
1316	CERTIFICATE OF DEPOSIT	249,000	249,000	2.600%	10/6/2017	10/6/2022	463
1317	CERTIFICATE OF DEPOSIT	249,000	249,000	2.428%	11/16/2017	11/16/2022	504
1318	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	3/22/2018	3/22/2023	630
1319	CERTIFICATE OF DEPOSIT	250,000	250,000	3.000%	8/3/2018	8/3/2021	34
1320	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	9/12/2018	9/12/2023	804
1321	CERTIFICATE OF DEPOSIT	249,000	249,000	1.540%	5/16/2020	5/16/2022	320
1323	CERTIFICATE OF DEPOSIT	249,000	249,000	3.150%	10/23/2018	10/23/2021	115
1324	CERTIFICATE OF DEPOSIT	249,000	249,000	3.350%	1/11/2019	1/11/2024	925
1326	CERTIFICATE OF DEPOSIT	267,053	267,053	3.500%	1/29/2019	1/29/2024	943
1327	CERTIFICATE OF DEPOSIT	245,000	245,000	3.500%	2/28/2019	2/28/2024	973
1328	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	3/22/2019	3/22/2024	996
1329	CERTIFICATE OF DEPOSIT	249,000	249,000	3.210%	4/9/2019	10/9/2023	831
1330	CERTIFICATE OF DEPOSIT	248,960	248,960	3.200%	5/24/2019	5/24/2024	1,059
1331	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	5/7/2019	5/7/2024	1,042
1332	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	6/4/2019	6/4/2024	1,070
1333	CERTIFICATE OF DEPOSIT	249,000	249,000	2.960%	7/22/2019	7/22/2024	1,118
1334	CERTIFICATE OF DEPOSIT	250,000	250,000	3.050%	7/31/2019	7/31/2024	1,127
1335	CERTIFICATE OF DEPOSIT	249,000	249,000	2.810%	9/11/2019	9/11/2024	1,169
1336	CERTIFICATE OF DEPOSIT	249,000	249,000	2.800%	9/17/2019	9/17/2024	1,175
1337	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	11/1/2019	11/1/2024	1,220
1338	CERTIFICATE OF DEPOSIT	259,343	259,343	2.720%	10/15/2019	10/15/2024	1,203
1339	CERTIFICATE OF DEPOSIT	257,289	257,289	2.250%	12/26/2019	12/26/2024	1,275
1340	CERTIFICATE OF DEPOSIT	249,000	249,000	2.400%	12/5/2019	12/5/2024	1,254
1341	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/8/2020	1/8/2025	1,288
1342	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/17/2020	1/17/2025	1,297
1343	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/24/2020	1/24/2025	1,304
1344	CERTIFICATE OF DEPOSIT	249,000	249,000	1.100%	11/18/2020	11/18/2023	871
TOTALS		\$ 120,710,523	\$ 121,514,629				

WEIGHTED AVERAGE RATE OF EARNINGS					% OF LIQUID PORTFOLIO HOLDINGS	WEIGHTED AVERAGE DAYS TO MATURITY
ONE YEAR HISTORY				CURRENT		
6/30/2020	9/30/2020	12/31/2020	3/31/2021	6/30/2021		
2.064%	1.727%	1.531%	1.408%	1.172%	59.443%	577

Comments:

Portfolio holdings as of June 30, 2021, are in compliance with the current Investment Policy. With 59.443% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the first calendar quarter ending September 30, 2021, and will be presented during the November 2, 2021 Council meeting.



CITY COUNCIL AGENDA – AUGUST 3, 2021

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

SOURCE: Administrative Services

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

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

RECOMMENDATION: That the City Council approve the draft Resolution amending the Employee Pay and Benefit Plan pertaining to the Porterville City Firefighters Association employees.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2021

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

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

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

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Porterville City Firefighters Association ("PCFA") for the period from July 1, 2021, through June 30, 2023, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

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

I. TERM OF MEMORANDUM OF UNDERSTANDING

Two (2) years, from July 1, 2021 through June 30, 2023.

II. SALARY

Salary increases effective August 1, 2021:

Two percent (2%) salary increase for Firefighters

Three percent (3%) salary increase for Fire Engineers

III. OFF-SCHEDULE PAYMENT

Effective the next full pay period upon both ratification and adoption by the City Council,

*PCFA employees shall receive a one-time payment of **\$10,000 which is non-persable pay.

*Off-schedule payment only for current PCFA members who served the Porterville Fire Department in 2020.

**To the extent possible, off-schedule payment to be funded through the American Rescue Plan Act (ARPA). The City believes this payment to be consistent with current ARPA regulations.

IV. EXPERIENCE PAY

Effective the next full pay period upon both ratification and adoption by the City Council, employees are eligible for experience pays consistent with current experience levels based off of the number of years of sworn public safety experience; next level will be paid on the first full pay period after the employee reaches the experience year anniversary as stated below:

2.5% 5 or more years of sworn public safety experience

2.5% 10 or more years of sworn public safety experience

V. RESIDENCY REQUIREMENT

The residency requirement shall be amended from the current 45 air miles to residing within Tulare, Kern, Kings, or Fresno Counties.

VI. VACATION REQUESTS

After such time as the Fire Department staffing levels have increased as a result of the six new firefighters being hired in Fall 2021, the vacation policy will be amended to allow up to 2 personnel to take vacation at any given time. This extends the vacation allowance to apply not only to "first picks" but also to "blue sheet picks" throughout the year.

This change will not become effective until the six aforementioned firefighters have completed the internal fire academy, approximately eight weeks after onboarding. This amendment is not intended to replace existing MOU policy related to minimum staffing. In the event a second person's vacation request would result in the Department falling below minimum staffing levels, it would be denied or previous approval in error may be revoked.

VII. YEARS OF SERVICE

The City to acknowledge years of sworn service with other public safety agencies toward the total years of service with the City of Porterville for the purpose of vacation accrual and experience pay.

VIII. DEFERRED COMP

Effective the next full pay period upon both ratification and adoption by the City Council, the City will provide a deferred compensation match for tier two and three unit members only, up to a maximum of three (3) percent of their yearly base salary.

IX. OVERTIME

Employees are to be compensated at the rate of 1 ½ times the regular rate for hours worked in excess of 182 hours in a 24-day consecutive pay period, except that they shall be paid at 1 ½ times the 40 hour per week rate for 12 hours or less in a shift and at 1 ½ times the 56 hours per week rate for more than 12 hours in a shift. If required to work on an out of County assignment, the employee's time will start from the time the employee is required to report for duty and end when he/she is returned to the City of Porterville. Any employee that is assigned on a 40-hour per week rate as their regular duty assignment will be paid at the rate on all overtime assignments including assignments out

of county. Any time on the employees regular work schedule will be paid as regular time, all other time will be considered overtime, as outlined above.

X. CLASS A UNIFORM

To establish a Class A program, the City shall purchase all PCFA members one set of Class A uniforms. Moving forward all firefighters that complete their new hire probation period shall be provided a Class A uniform paid for by the City Of Porterville Fire Department.

XI. DUAL COMPLIANT PANTS

All members shall wear only dual compliant uniform pants for their Class B uniform by January 1, 2023.

XII. PHYSICAL FITNESS UNIFORM

The *Uniform and Safety Equipment Allowance* section in the current MOU shall be amended as follows:

The physical fitness uniform shall primarily be worn when engaged in physical fitness. The physical fitness uniform shall include a Fire Department dark blue tee shirt, and/or sweatshirt, with the department logo. Shorts and/or sweat pants shall be dark blue. Shorts shall have an inseam sufficient to rest between the lower thigh and midline of the knee.

XIII. UNIFORM ALLOWANCE

Due to the increased cost of uniforms, such as dual compliant pants and costs associated with maintaining the Class A uniform, the uniform allowance shall be increased by \$500.00 for a total of \$1,600.00 annually.

XIV. 2023/2024 NEGOTIATIONS

Labor Negotiations for the 2023/2024 fiscal year shall begin no later than March 1, 2023.

XV. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

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

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

PASSED, APPROVED AND ADOPTED this 3rd day of August, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

John Lollis, City Clerk

By: _____
Fernando Gabriel-Moraga
Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Status and Review of Local Emergency: Drought

SOURCE: City Manager's Office

COMMENT: At its meeting of May 5, 2015, the City Council took action to approve a Resolution Declaring a Drought Emergency in the City of Porterville. At its meeting of July 20, 2021, the Council reviewed the status of existence of local emergency, and acted to continue its Resolution of local emergency.

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.

On March 5, 2021, Secretary Vilsack of the United States Department of Agriculture federally-designated Tulare County as a primary natural disaster area due to ongoing drought conditions. On April 21, 2021, Governor Newsom issued a State of Emergency Proclamation due to drought conditions, including Tulare County. On April 27, 2021, the Tulare County Board of Supervisors adopted a Resolution Proclaiming a Local Emergency due to severe drought conditions.

Initially within the city of Porterville, 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. On July 20, 2021, the City received notification from the State Water Board that the Akin/Central Water Consolidation Project funding agreement had been formally approved and executed.

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. City of Porterville Resolution Declaring Local Drought Emergency

2. Tulare County and City of Porterville Well Agreement
3. State of California, County of Tulare and City of Porterville Memorandum of Understanding
4. Memorandum of Understanding Draft Amendment
5. State Water Resources Control Board Letter: November 29, 2017
6. Department of Water Resources Letter: January 18, 2018
7. Governor Brown Executive Order: B-40-17; April 7, 2017
8. County of Tulare and City of Porterville Draft Well Transfer Agreement
9. United States Department of Agriculture Drought Natural Disaster Area Designation: March 5, 2021
10. State of California State of Emergency Proclamation: April 21, 2021
11. County of Tulare Drought Local Emergency Resolution: April 27, 2021
12. State Water Resources Control Board Funding Agreement: Akin/Central Water 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

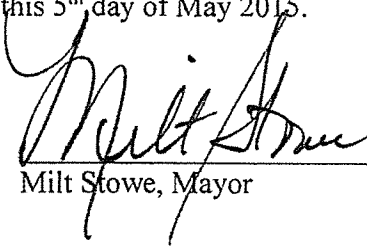
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

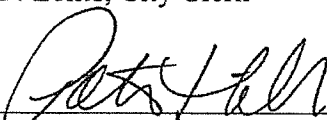
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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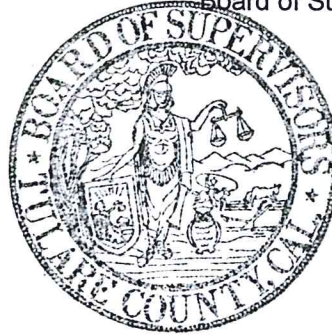
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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

CityLimits

UDB

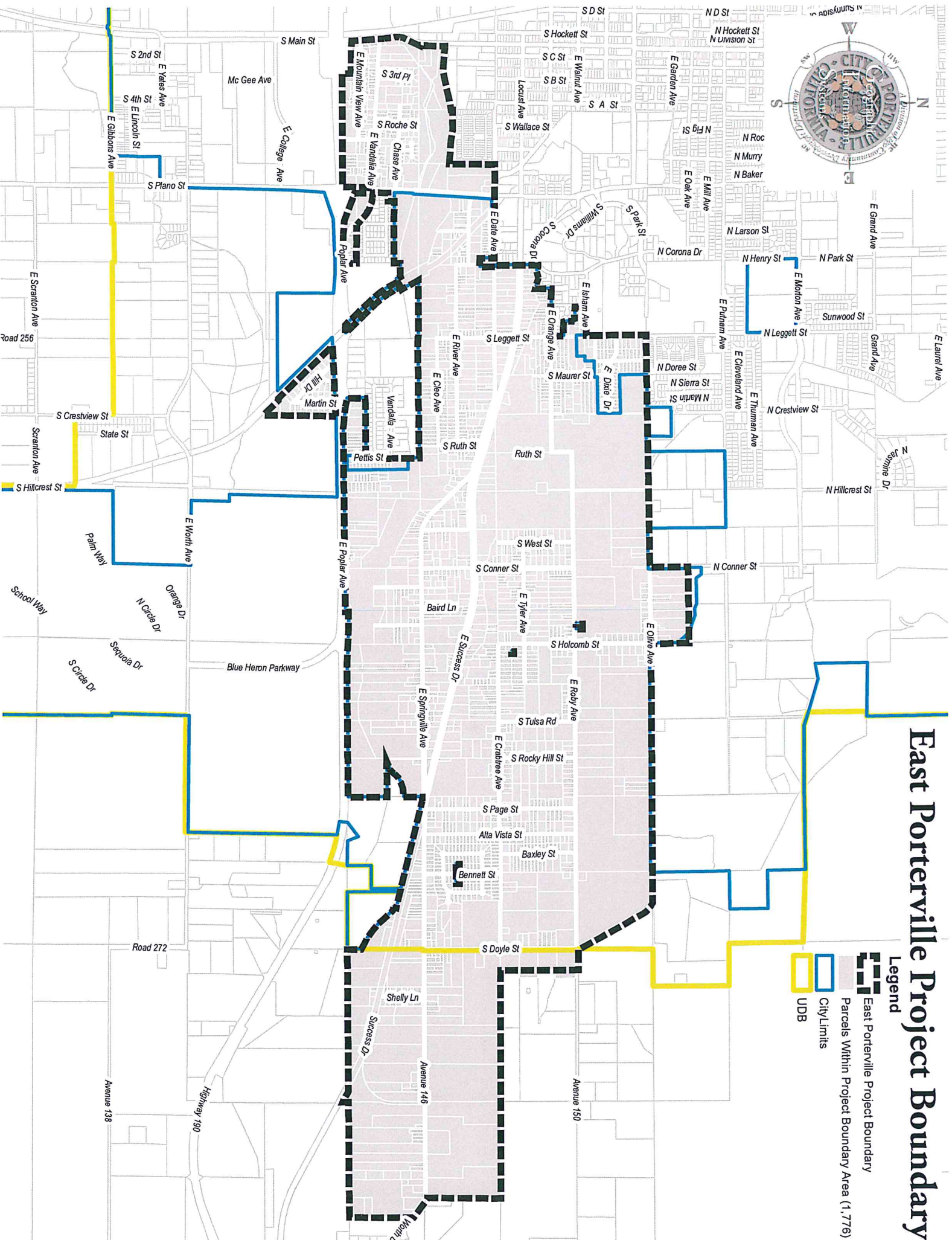


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

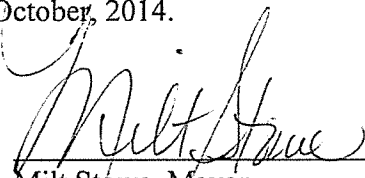
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

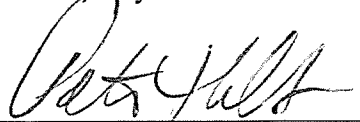
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

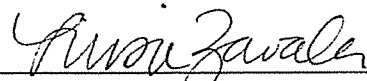
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

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

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

East Porterville Properties



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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville



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



United States Department of Agriculture

Office of the Secretary
Washington, D.C. 20250

March 5, 2021

The Honorable Gavin Newsom
Governor
State of California
Sacramento, California 95814

Dear Governor Newsom:

In accordance with 7 CFR 759.5(a), I am designating 50 California counties as primary natural disaster areas due to a recent drought.

According to the U.S. Drought Monitor (see <http://droughtmonitor.unl.edu/>), these counties suffered from a drought intensity value during the growing season of 1) D2 Drought-Severe for 8 or more consecutive weeks or 2) D3 Drought-Extreme or D4 Drought-Exceptional.

In accordance with section 321(a) of the Consolidated Farm and Rural Development Act, additional areas of your state and adjacent states are named as contiguous disaster counties. Enclosed you will find documentation that provides a detailed list of all primary and contiguous counties impacted by this disaster.

A Secretarial disaster designation makes farm operators in primary counties and those counties contiguous to such primary counties eligible to be considered for certain assistance from the Farm Service Agency (FSA), provided eligibility requirements are met. This assistance includes FSA emergency loans. Farmers in eligible counties have 8 months from the date of a Secretarial disaster declaration to apply for emergency loans. FSA considers each emergency loan application on its own merits, taking into account the extent of production losses on the farm and the security and repayment ability of the operator.

Local FSA offices can provide affected farmers with further information.

Sincerely,

A handwritten signature in blue ink, reading "Tom J. Vilsack", is positioned above the printed name of the Secretary.

Thomas J. Vilsack
Secretary

Enclosure

Disaster Designation Areas for California and Contiguous States

Primary Counties:

California	(50)			
Alameda	Glenn	Marin	Riverside	Solano
Alpine	Humboldt	Mariposa	Sacramento	Sonoma
Amador	Imperial	Mendocino	San Bernardino	Stanislaus
Butte	Inyo	Merced	San Francisco	Sutter
Calaveras	Kern	Modoc	San Joaquin	Tehama
Colusa	Kings	Mono	San Mateo	Trinity
Contra Costa	Lake	Napa	Santa Clara	Tulare
Del Norte	Lassen	Nevada	Shasta	Tuolumne
El Dorado	Los Angeles	Placer	Sierra	Yolo
Fresno	Madera	Plumas	Siskiyou	Yuba

Contiguous Counties:

California	(8)		
Monterey	San Benito	San Luis Obispo	Santa Cruz
Orange	San Diego	Santa Barbara	Ventura

In addition, in accordance with section 321(a) of the Consolidated Farm and Rural Development Act, counties in adjacent states are named as contiguous disaster areas. Those states, counties, and numbers are:

Contiguous Counties in Adjacent States:

Arizona	(3)		
La Paz	Mohave	Yuma	
Nevada	(8)		
Clark	Esmeralda	Mineral	Washoe
Douglas	Lyon	Nye	Carson City
Oregon	(5)		
Curry	Josephine	Lake	
Jackson	Klamath		

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

State of Emergency Proclamation

WHEREAS climate change is intensifying the impacts of droughts on our communities, environment and economy, and California must therefore improve drought resiliency and prepare to respond to more frequent, prolonged, and intense dry periods; and

WHEREAS much of the West is experiencing severe to exceptional drought and California is in a second consecutive year of dry conditions, resulting in drought or near-drought throughout many portions of the State; and

WHEREAS these drought conditions can result in degraded water quality, fallowing of productive farmland, setbacks to vulnerable and rural communities through job losses and longer-lasting recoveries, significant impacts to tribal, commercial, and recreational salmon fisheries, constraints on access to traditional lifeways, loss of aquatic and terrestrial biodiversity, and ecosystem impacts; and

WHEREAS drought conditions vary across the State and some watersheds, including the Russian River and Klamath Basin, are extremely dry and are facing substantial water supply and ecosystem challenges; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions within the Russian River Watershed, located within Mendocino and Sonoma counties, to ensure the protection of health, safety, and the environment; and

WHEREAS experience in the last drought has demonstrated the value of preparing earlier for potential sustained dry conditions, the need to improve our monitoring and forecasting capabilities, and many other lessons that are captured in the Administration's *Report to the Legislature on the 2012-2016 Drought*; and

WHEREAS the State and its many partners have strengthened drought resilience since the last drought including state investments in water management systems, implementation of the Sustainable Groundwater Management Act, establishment of the Safe and Affordable Fund for Equity and Resilience Program, development of the Administration's *Water Resilience Portfolio*, and continued water conservation by Californians whose current statewide urban water use is 16% lower than at the beginning of the last drought; and

WHEREAS state agencies have been actively responding to current drought conditions and preparing for the possibility of a third dry year including through convenings of the interagency drought team, which was established at my direction, to organize, focus, and track changing conditions, coordinate state agency responses, and work closely with partners across the State; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the conditions caused by the drought conditions, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and 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 drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of, the drought conditions within the Russian River Watershed, and under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions of the Russian River Watershed, located within Mendocino and Sonoma counties.

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, section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in Mendocino and Sonoma counties due to drought conditions in the Russian River Watershed.

IT IS HEREBY ORDERED THAT:

1. To further the success of California's water conservation efforts and increase our drought preparedness, state agencies shall partner with local water districts and utilities to make all Californians aware of drought, and encourage actions to reduce water usage by promoting the Department of Water Resources' Save Our Water campaign (<https://saveourwater.com>) and other water conservation programs.
2. To continue coordination with partners across the State for the potential of prolonged drought impacts, the Department of Water Resources, the State Water Resources Control Board (Water Board), the Department of Fish and Wildlife, and the Department of Food and Agriculture shall work with regional and local governments, including groundwater sustainability agencies, to identify watersheds, communities, public water systems, and ecosystems that may require coordinated state and local actions to address issues stemming from continued dry conditions, to ensure that we can respond to water shortages and protect people, natural resources and economic activity.
3. To continue partnership and coordination with Californian Native American tribes, state agencies shall engage in consultation, collaboration, and communication with California Native American tribes to assist them in necessary preparation and response to drought conditions on tribal lands and potential impacts to cultural and traditional resources within ancestral lands.
4. To prioritize drought response and preparedness resources, the Department of Water Resources, the Water Board, the Department of Fish and Wildlife and the Department of Food and Agriculture, in consultation with the Department of Finance, shall:
 - a. Accelerate funding for water supply enhancement, water conservation, or species conservation projects.
 - b. Identify unspent funds that can be repurposed to enable projects to address drought impacts to people, ecosystems, and economic activities.
 - c. Recommend additional financial support for water resilience infrastructure projects and actions for potential inclusion in the upcoming May Revision.

5. To increase resilience of our water supplies during drought conditions, the Department of Water Resources shall:
 - a. Work with counties to encourage reporting of household water shortages, such as dry residential wells, on the website the Department maintains for that purpose, to enable tracking of drought impacts.
 - b. Work with counties, and groundwater sustainability agencies as appropriate, to help ensure that well drillers submit required groundwater well logs for newly constructed and deepened wells in a timely manner.
 - c. Work with agricultural water suppliers and agricultural water users to provide technical assistance, including implementation of efficient water management practices and use of technology such as the California Irrigation Management Information System.
 - d. Work with urban and agricultural water suppliers to encourage timely submittal by water districts and public posting of urban water management and water shortage contingency plans and agricultural water management and drought plans.
 - e. Accelerate updating the land subsidence data it is providing to support implementation of the Sustainable Groundwater Management Act.
6. To increase resilience of our water systems during drought conditions, the Water Board shall:
 - a. Use its authority, provide technical assistance, and where feasible provide financial assistance, to support regular reporting of drinking water supply well levels and reservoir water levels where the Water Board determines that there is risk of supply failure because of lowering groundwater levels or reservoir levels that may fall below public water system intakes.
 - b. Prioritize the permitting of public water systems that anticipate the need to activate additional supply wells where water quality is a concern and treatment installation needs to proceed to relieve a system's potential supply concerns.
 - c. Provide annual water demand data, information on water right priority, and other communications on water availability on its website.
 - d. Identify watersheds where current diversion data is insufficient to evaluate supply impacts caused by dry conditions, and take actions to ensure prompt submittal of missing data in those watersheds.
7. To address the acutely dry conditions in the Russian River Watershed, the Water Board shall consider:
 - a. Modifying requirements for reservoir releases or diversion limitations in that watershed to ensure adequate, minimal water supplies for critical purposes.
 - b. Adopting emergency regulations to curtail water diversions when water is not available at water rights holders' priority of right or to protect releases of stored water.

For purposes of carrying out this directive, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are suspended in the counties of Mendocino and Sonoma to the extent necessary to address the impacts of the drought in the Russian River Watershed. The Water Board shall identify the projects

eligible for the suspensions pursuant to this paragraph and maintain on its websites a list of the activities or approvals for which these provisions are suspended.

8. To ensure that equipment and services necessary for drought response in the Russian River Watershed can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to procurement, state contracts, and fleet assets, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended to the extent necessary to address the effects of the drought in the Russian River Watershed, located within Mendocino and Sonoma counties. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.
9. To increase the resilience of our natural habitats to protect vulnerable species during drought conditions, the Department of Fish and Wildlife shall:
 - a. Evaluate and take actions to protect terrestrial and aquatic species and, wherever possible, work with water users and other parties on voluntary measures to protect species.
 - b. Work to improve State hatcheries and increase water use efficiency on State wildlife areas and ecological reserves to maintain habitat for vulnerable species.
 - c. Respond to human-wildlife interactions related to ongoing dry conditions and increase public messaging and awareness.
 - d. Work with commercial and recreational salmon fishing and tribal representatives to anticipate and develop strategies to mitigate and respond to salmon fishery impacts, with particular emphasis on addressing impacts to salmon fisheries in the Klamath Basin.
10. To support our agricultural economy and food security during drought conditions, the Department of Food and Agriculture shall:
 - a. Provide technical assistance to support conservation planning, on-farm water and energy conservation practices and technologies, including augmenting the State Water Efficiency and Enhancement Program.
 - b. Conduct an economic analysis of drought impacts to agriculture, including land use, jobs, and rural food economies, expanding on existing research done in the last drought to include thorough regional analysis especially in the Central Valley, and in the implementation of the Sustainable Groundwater Management Act and alternative land uses for fallowed land.
 - c. Maintain a web page with drought resources for farmers and ranchers, including the United States Department of Agriculture and other federal and state resources.
 - d. Work with federal agencies to assist Klamath Basin farmers and ranchers contending with reduced water supplies.
11. To ensure the potential impacts of drought on communities are anticipated and proactively addressed, the Department of Water Resources, in coordination with the Water Board, shall develop groundwater management principles and strategies to monitor, analyze, and minimize impacts to drinking water wells.
12. To provide critical information on the different drought conditions across the State, the Department of Water Resources, in consultation with the Department of Fish and Wildlife, the Department of Food and Agriculture,

and the Water Board, shall develop a California Drought Monitor by December 31, 2021, as recommended in the Administration's Report to the Legislature on the 2012-2016 Drought.

13. To prepare for potential salinity issues in the Delta, the Department of Water Resources, in consultation with the Water Board, the Department of Fish and Wildlife, the Delta Stewardship Council, and the Central Valley Flood Protection Board, shall initiate actions necessary to prepare for and address potential Delta salinity issues during prolonged drought conditions.

14. To prepare for potential impacts of drought conditions on species, the Water Board and the Department of Fish and Wildlife shall work with federal agency partners to manage temperature conditions for the preservation of fish in the Sacramento River downstream of Shasta Dam while balancing water supply needs.

This Proclamation 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 Proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 21st day of April 2021



GAVIN NEWSOM
Governor of California

ATTEST:

DR. SHIRLEY WEBER
Secretary of State

RESOLUTION PROCLAIMING A LOCAL EMERGENCY BY THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF A)
LOCAL EMERGENCY DUE TO)
SEVERE DROUGHT CONDITIONS)

RESOLUTION NO. 2021-0290

WHEREAS, California's most recent drought spanning from approximately 2012 to 2018 required the proclamation of a Local Emergency by the County of Tulare from February 2014 to November 2019, as well as a Governor's State of Emergency and the combined resources of multiple local, state, and federal agencies, commercial entities, and non-profit organizations to mitigate; and

WHEREAS, over 3,000 failed or dry wells – including private domestic, community, and agricultural wells – were reported to Tulare County from 2014 to 2017 as a result of the prior drought, causing significant health, safety, and economic issues for Tulare County residents and businesses; and

WHEREAS, well over \$100 million in emergency relief and permanent infrastructure projects were expended to mitigate the effects of the prior drought; and

WHEREAS, a hydrological year ("water year") runs from October 1 to September 30 of the following year; and

WHEREAS, the current water year beginning October 1, 2020 is, to date, the third-driest on record, with potential to become the driest on record without significant additional precipitation which is unlikely to occur during the traditionally dry months; and

WHEREAS, the United States Drought Monitor shows that 94.51% of Tulare County is currently experiencing "Extreme Drought" (D3) conditions and the remaining 5.49% is in "Severe Drought" (D2) conditions, and the County of Tulare anticipates that these conditions will progress to "Exceptional Drought" (D4) conditions as occurred in the prior drought based on the current Southern Sierra snowpack measured at only 15% of historical average for April 1st, drastically reduced surface water allocations on the State Water Project and Central Valley Project, and correspondingly low water levels in local reservoirs; and

WHEREAS, surface water supply constraints create a demonstrable and unsustainable increase in demand for groundwater which is likely to cause additional dry wells for community water systems, private domestic wells, and agricultural wells, creating economic hardships and conditions of extreme peril to the health and safety of individuals within Tulare County requiring the combined forces of all levels of government to mitigate; and

WHEREAS, California Government Code section 8630 empowers the Board of Supervisors to proclaim the existence or threatened existence of a local emergency; and

WHEREAS, Section 1-15-1005 of the Tulare County Ordinance Code defines "emergency" to include "the actual or threatened existence of conditions of disaster or of

extreme peril to the safety of persons and property within [Tulare] County caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, ... which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of [Tulare] County, requiring the combined forces of other political subdivisions to combat"; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said Tulare County due to drought which has created conditions of disaster and extreme peril to the safety of persons and property within the County, and that such conditions are or are likely to be beyond the control of the services, personnel, equipment, and/or facilities of this County, thus requiring the combined forces of other political subdivisions to combat; and

IT IS FURTHER PROCLAIMED that this local emergency is proclaimed pursuant to the California Emergency Services Act, California Government Code §8550 et seq.; and

IT IS REQUESTED that the Governor of the State of California find and proclaim Tulare County to be in a State of Emergency, and make available any and all material and financial support and resources necessary to combat the conditions of disaster, including but not limited to California Disaster Assistance Act funding for emergency protective measures and increased funding to relevant programs of the State Water Resources Control Board and Department of Water Resources; and

IT IS FURTHER REQUESTED that the Governor waive and all regulations and statutes that may hinder response to this emergency; and

IT IS PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Tulare County shall be those prescribed by State law, by ordinances and resolutions of Tulare County, and by the Tulare County Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

UPON MOTION OF SUPERVISOR MICARI, SECONDED BY SUPERVISOR TOWNSEND, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD APRIL 27, 2021, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS MICARI, 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



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

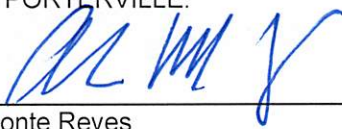
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

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.

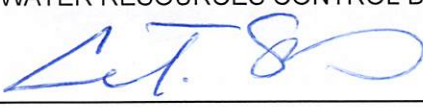
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: 
Name: Monte Reyes
Title: Mayor

Date: 6/1/2021

STATE WATER RESOURCES CONTROL BOARD:

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

Date: 7/15/21

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 – AUGUST 3, 2021

SUBJECT: Landscape and Lighting District Annual Assessments

SOURCE: Parks and Leisure Services

COMMENT: The City has created seventy-four (74) Landscape and Lighting Maintenance Districts (LLMD's) since 1989. The original District has seventeen (17) areas annexed for new developments, in addition to the original area. Since 1996, new districts have been formed for each new development, representing Districts 2 through 56.

Annually, a process of evaluating maintenance needs and establishing an assessment for each LLMD must be followed. At its meeting on July 20, 2021, the City Council preliminarily approved the annual Engineer's Report which indicates the proposed assessments for the 2021-2022 Fiscal Year. The assessments, once approved by the Council, are placed upon the tax bill of property owners as a special assessment, and collected by the County of Tulare. The assessment process must be filed with the County By August 10, 2021, in order to be placed upon the tax rolls.

The Engineer's Report provides the financial detail on each district. District fund balances are reviewed on an annual basis to determine funding needs for maintenance, as well as determining assessment requirements. Based on this analysis, staff was able to determine that not all districts will be assessed this fiscal year.

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing on the 2021-2022 assessments for the Landscape and Lighting Maintenance Districts to take comments or receive protests on the proposed assessments; and
2. Adopt the Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2021-2022 Fiscal Year.

ATTACHMENTS:

1. Draft Resolution
2. Engineers Report: 2021-2022 Fiscal Year

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO.: -2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ORDERING THE CONTINUED MAINTENANCE OF LANDSCAPING AND
LIGHTING MAINTENANCE DISTRICTS AND CONFIRMING THE ENGINEER'S
REPORT AND ASSESSMENT FOR 2021-2022 FISCAL YEAR**

WHEREAS, the City Council of the City of Porterville did on the 20th day of July, 2021 adopt its Resolution of Intention No. 36-2021 to order the therein described work in connection with the continuation of assessment procedures in Landscape and Lighting Maintenance Districts, which Resolution of Intention No. 36-2021 was duly and legally published in the time, form and manner as required by Law, shown by the Affidavit of Publication of said Resolution of Intention on file in the Office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in the proceeding and concerning the necessity for the contemplated work and the benefits to be derived there from, and said City Council having now acquired jurisdiction to order the proposed work;

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

SECTION 1. **IT IS HEREBY RESOLVED** by the City Council of the City of Porterville that the public interest and convenience require the continuation of assessment procedures for the districts, and said City Council hereby orders that the work and assessment, as set forth and described in said Resolution of Intention No. 36-2021 be done and made; and

SECTION 2. **BE IT FURTHER RESOLVED** that the report filed by the Engineer is hereby finally approved; and

SECTION 3. **BE IT FURTHER RESOLVED** that the assessments for fiscal year 2021-2022 and method of assessment in the Engineer's Report are hereby approved; and

SECTION 4. **BE IT FINALLY RESOLVED** that the assessments are in compliance with California Code, that they are without regard to property valuation, and in compliance with Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highway Code allowing the placement of the charge on the tax roll for collection.

APPROVED, PASSED AND ADOPTED this 3rd day of August, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**CITY OF PORTERVILLE, CALIFORNIA
ENGINEER'S REPORT FOR
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS
2021-2022 FISCAL YEAR**

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville, Resolution Number. The report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highways Code, State of California (Landscaping and Lighting Act of 1972).

SECTION 2. General Description

The City Council has heretofore elected to place the permanent landscape area along Westwood Street of Westwood Estates, Unit 1, 2, and 3 subdivisions, into Landscape and Lighting Maintenance District No. 1 and to annex the permanent landscape areas along the perimeter streets of the following developments:

1. Annexation No. 2 = Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street.
2. Annexation No. 3 = Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough.
3. Annexation No. 4 = LaVida Park Subdivision green belt, east on Plum Way Street and the entries east along Beverly Street.
4. Annexation No. 5 = Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip.
5. Annexation No. 8 = Westwood Park Unit Three Subdivision located on Westwood Street adjacent to the Tule River.
6. Annexation No. 10 = Westview Subdivision located on the corner of Westfield Avenue and Cobb Street.
7. Annexation No. 14 = Wisconsin Manor I Subdivision located on the corner of Wisconsin Way.
8. District No. 2 = North Creek Estates located on Westwood north of Westfield and Mulberry Avenue.
9. District No. 3 = New Expressions Phase I Subdivision located along Newcomb Street.
10. District No. 4 = River Springs Phase 1 Subdivision located along Newcomb Street.
11. District No. 5 = Castle Woods Phase II Subdivision located at Median Avenue and Salisbury.

12. District No. 6 = Creekview Estates located between Porter Creek Avenue and the property line in Porter Slough
13. District No. 7 = Ford Estates located on the corner of Roby and Westwood Avenue.
14. District No. 8 = River Breeze located on Newcomb Street Between Pasty and Spring Streets.
15. District No. 10 = Orchard Ridge Phase 4 located on La Vida Court and Carmelo Street.
16. District No. 12 = Westwood Estates, Unit 5, Phase 2, located on Henderson Avenue and Brandy Way.
17. District No. 15 = Meadowood, Phase One Subdivision, located on Newcomb Street, Cheryl Avenue and York Street.
18. District No. 20 = West View Place Subdivision located on Median Avenue.
19. District No. 21 = Orchard Ridge Phase Seven Subdivision located on Pioneer Avenue, Michael Street and Mathew Street.
20. District No. 23 = River Estates Phase Three Subdivision located Roby Avenue, Belmont, Orange Avenue, Forest Avenue and Parkwest Street.
21. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue and Santa Maria Avenue.
22. District No. 25 = Casas Del Rio Subdivision located on Date Street, Casas Del Rio Avenue, Presidio Avenue, Rio Bonito Street, Alamo Court, Camallia Street, Tule Court and Rio Vista Avenue.
23. District No. 26 = Orchard Ridge, Phase Nine Subdivision located on Belmontt Street, Pamela, Santa Maria and Pioneer Avenues.
24. District No. 28 = Meadowood, Phase Three Subdivision located on Westfield Avenue, Cheryl Avenue, Salisbury Street, Julieann Avenue and Pioneer Avenue.
25. District No. 30 = Sierra Meadows, Phase 1, Subdivision located at Indiana Street and Gibbons Avenue.
26. District No. 31 = Williams Ranch, Phase 2 and 3 Subdivision on Westwood Street between Henderson and Westfield Avenues.
27. District No. 34 = Meadow Breeze, Phase 3 Subdivision located on Matthew Street, Michael Place, Verdugo Place, Lu Ann Place, Belmont Place, Brian Avenue and Castle Avenue.
28. District No. 35 = Meadow Breeze, Phase 1 Subdivision located on Pioneer Avenue and Salisbury Street.
29. District No. 37 = River View Estates Phase 4 Subdivision located south of Olive Avenue, and east of Mathew Street, including Union Lane and Parkwest Street.

30. District No. 38 = Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street
31. District No. 39 = Williams Ranch Phase 4 Subdivision, including Theta Avenue, Bel-Aire Court, Terry Court, Silver Maple Street and Red Oak Street.
32. District No. 40 = Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street.
33. District No. 43 = Sierra Meadows Phase Two Subdivision located on Jaye Street and Gibbons Avenue and including Stacie, Yates and Melinda Avenues and Mesa Oak and Pearson Streets.
34. District No. 44 = Summit Estates, Phase One Subdivision located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets.
35. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.
36. District No. 47 = Chelsea Glen Subdivision located east of Newcomb Avenue and south of Linda Vista Avenue including Chelsea Way, Shelly Lane, Becky Way, Kimberly Place and Ben Circle.
37. District No. 55 = Summit Estates II, Phase Two located on the east side of So Indiana Street between Brown Avenue and Poplar Ditch.
38. District No 56 = Royal Oaks Subdivision located on Mathew Street South of Olive Avenue at Heritage Court between River Springs Avenue and Parkwest Street.

SECTION 3. Plans and Specifications

The plans and specifications for the landscaping have been prepared by the developers' engineers and have been approved as part of the improvement plans for the various developments. The plans and specifications for the landscaping are in conformance with the requirements of the City Council's conditions of approval of said Parcel Maps and Subdivisions.

Reference is hereby made to said subdivision maps, parcel maps and assessment diagrams for the exact location of the landscape areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

SECTION 4. Improvements

Landscaping improvements will include landscaping the entry ways, medians and areas behind subdivision block wall.

SECTION 5. Estimated Maintenance Costs

Maintenance is currently being performed by City staff and contract services. Accordingly, the City's record-keeping will be required to be sufficiently accurate to detail the expenses incurred on behalf of each individual annexation so that these costs may be recaptured through assessments.

The City Finance Department presently maintains records of expenditures for each annexation. Because of the restrictions placed upon municipal budgets through the passage of Proposition No. 218 and the lag between the time assessments are made and revenues are collected by the City, it is appropriate that assessments be made in advance of the anticipated expenditures to provide working capital for the maintenance effort. The fund balance for some districts would appear to justify a refund, however, it is clear that some of the costs for some of the districts have not been properly recognized. The staff is committed to identifying the discrepancies and rectifying during this fiscal year. Refunds have been included in the form of one-time adjustments to the assessment reducing the amount actually assessed per lot.

The assessments include costs accumulated to date and estimated costs for the 2021-2022 Fiscal Year for Landscape and Lighting District No. 1, including Annexations 2, 3, 4, 5, 8, 10, and 14; Districts 2, 3, 4, 5, 6, 10, 12, 20, 21, 23, 24, 25, 26, 28, 30, 34, 35, 37, 38, 39, 40, 43, 44, 46, 47, 55 and 56.

SECTION 6. Assessment Diagram

Copies of the assessment diagrams were attached to each individual Engineer's Reports and were labeled "Exhibit A". An Index Map is attached to this report identifying the location of the original district and each annexation.

SECTION 7. Assessment

The City Council, in forming Landscape and Lighting Maintenance District No. 1 and in annexing territories to the district, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the system by the City Council on behalf of the Maintenance District.

An exception to this philosophy is at Annexation No. 1, Airport Industrial Park, where the owners and the City will share costs for the plantings and irrigation system and the maintenance of improvements.

The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation

of values incorporated within developments adjacent to landscaped areas, the landscaped areas should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit by unit basis which will preserve the integrity of each project. There should be a review of each annexation and District to determine if there are changed conditions that effect the assessment.

The determination of benefit for the lots within the districts takes into consideration the facts for the original districts and all annexations thereto.

Following are estimated maintenance costs and assessments for each District and Annexation.

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2021/2022
Maximum Assessment \$8,000.00

Estimated Accumulated Costs 2020/2021 \$ 5,976.90

Maintenance:	22,100	sq.ft. of landscaping area				
Project Management:	22	lots				
Fund Balance:	\$ 2,349.46					
1 Landscape	22,100	sq.ft.	@	\$ 0.190 =	\$ 4,199.00	
2 Graffiti Maintenance	22,100	sq.ft.	@	\$ 0.030 =	\$ 663.00	
3 Tree Maintenance	22,100	sq.ft.	@	\$ 0.160 =	\$ 3,536.00	
4 Postage	22,100	sq.ft.	@	\$ 0.005 =	\$ 110.50	
5 Utilities	22,100	sq.ft.	@	\$ 0.040 =	\$ 884.00	
6 Printing	22,100	sq.ft.	@	\$ 0.005 =	\$ 110.50	
7 Repair/Maintenance	22,100	sq.ft.	@	\$ 0.020 =	\$ 442.00	
				<u>\$ 0.450 =</u>	<u>\$ 9,945.00</u>	
Maintenance	22,100	sq.ft.	x	\$ 0.45 =	\$ 9,945.00	
Administrative Fee	\$ 9,945.00		x	\$0.10	\$ 994.50	
County Fee	22		x	\$1.00/per lot	\$ 22.00	
Reserves 15% of total cost of maintenance					\$ 1,491.75	
Eliminate deficit fund balance over 10 years - 10% of fund deficit						
					<u>\$ 12,453.25</u>	

FORMULA FOR ASSESSMENT

$$A = \text{Assessment per lot} = \frac{\text{Total Assessment} - F}{L}$$

L = Number of lots

F = Assessment for remainder parcel

The 2021/2022 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment $F = \$12,453.25 \times .20 = \$2,490.85$ for remainder
 $A = \$12,453.25 - \$2,490.85 = \$452.84$ per lot in Unit One

2020/2021 Assessment $F = \$8,000 \times .20 = \$1,600.00$ for remainder
 $A = \$8,000 - \$1,600 = \$290.90$ per lot in Unit One
 22

2021/2022 Assessment $F = \$8,000 \times .20 = \$1,600.00$ for remainder
 $A = \$8,000 - \$1,600 = \$290.90$ per lot in Unit One
 22

Annexation No. 4 - La Vida Park
Fiscal Year 2021/2022
Maximum Assessment \$2,469.42

Estimated Accumulated Costs 2020/2021

\$ 2,450.00

Maintenance:	3,790	sq.ft. of landscaping area, 437 feet of wall
Project Management:	17	lots
Fund Balance:	\$(1,224.15)	

1. Landscape	3,790	sq.ft.	@ \$	0.190	=	\$ 720.10
2. Graffiti Maintenance	3,790	sq.ft.	@ \$	0.090	=	\$ 341.10
3. Tree Maintenance	3,790	sq.ft.	@ \$	0.150	=	\$ 568.50
4. Postage	3,790	sq.ft.	@ \$	0.020	=	\$ 75.80
5. Utilities	3,790	sq.ft.	@ \$	0.250	=	\$ 947.50
6. Printing	3,790	sq.ft.	@ \$	0.020	=	\$ 75.80
7. Repair/Maintenance	3,790	sq.ft.	@ \$	0.030	=	\$ 113.70
			\$	0.750	=	<u>\$ 2,842.50</u>

Maintenance	3,790	sq.ft.	x \$	0.750	=	\$ 2,842.50
Administrative Fee	\$ 2,842.50		x	\$0.10		\$ 284.25
County Fee	17 lots		x	\$1.00/per lot		\$ 17.00
Reserves 15% of total cost of maintenance						\$ 426.38
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						<u>\$ 122.42</u>
						<u>\$ 3,692.54</u>

Estimated Cost Per Year	\$	<u>3,692.54</u>	=	\$ 197.18
		17		

2020/2021 Assessment	\$	<u>2,469.42</u>	=	\$ 145.26
		17		

2021/2022 Assessment	\$	<u>2,469.42</u>	=	\$ 145.26
		17		

Annexation No. 8 Westwood Park Unit 3 Subdivision
Fiscal Year 2021/2022
Maximum Assessment \$2,481.27

Estimated Accumulated Costs 2020/2021 \$ 240.08

Maintenance:	28,460	sq.ft. of landscaping area
Lighting:	6	5 @ 5,800 lumens, 1 @ 16,000 lumens
Project Management:	36	lots
Fund Balance:	\$ 746.05	

1. Weed Abatement	28,460	sq.ft.	@ \$	0.0713	=	\$ 2,029.20
2. Graffiti Maintenance	28,460	sq.ft.	@ \$	0.0059	=	\$ 167.91
3. Tree Maintenance	28,460	sq.ft.	@ \$	0.0040	=	\$ 113.84
4. Postage	28,460	sq.ft.	@ \$	0.0060	=	\$ 170.76
				<u>\$ 0.0872</u>		<u>\$ 2,481.71</u>

Maintenance	28,460	sq.ft.	x \$	0.08720	=	\$ 2,481.71
Administrative Fee	\$ 2,481.71		x \$	0.10	=	\$ 248.17
County Fee	36 lots		x \$	1.00/per lot	=	\$ 36.00
Reserves 15% of total cost of maintenance					=	\$ 372.26
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ (74.61)
						<u>\$ 3,063.53</u>

Estimated Cost Per Year	<u>\$ 3,063.53</u>	=	\$ 85.10
	36		

2020/2021 Assessment	<u>\$ 2,481.27</u>	=	\$ 68.92
	36		

2021/2022 Assessment	<u>\$ 2,481.27</u>	=	\$ 68.92
	36		

Annexation No. 10 - Westview Subdivision
Fiscal Year 2021/2022
Maximum Assessment \$1,824.30

Estimated Accumulated Costs 2020/2021

\$ 1,603.75

Maintenance:	1,307	sq.ft. of landscaping area
Lighting	4	ea. @ 5,800 lumens
Project Management:	16	lots
Fund Balance:	\$ 565.38	

1. Landscape	1,307	sq.ft. @ \$	0.250	=	\$ 326.75
2. Graffiti Maintenance	1,307	sq.ft. @ \$	0.090	=	\$ 117.63
3. Tree Maintenance	1,307	sq.ft. @ \$	0.150	=	\$ 196.05
4. Postage	1,307	sq.ft. @ \$	0.020	=	\$ 26.14
5. Utilities	1,307	sq.ft. @ \$	0.250	=	\$ 326.75
6. Printing	1,307	sq.ft. @ \$	0.020	=	\$ 26.14
7. Repair/Maintenance	1,307	sq.ft. @ \$	0.030	=	\$ 39.21
		\$	0.810	=	<u>\$ 1,058.67</u>

Maintenance	1,307	sq.ft. x \$	0.750	=	\$ 980.25
Administrative Fee	\$ 980.25	x \$0.10			\$ 98.03
County Fee	16	x \$1.00/per lot			\$ 16.00
Reserves 15% of total cost of maintenance					\$ 158.80
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					<u>\$ -</u>
					<u>\$ 1,253.08</u>

Estimated Cost Per Year	\$	<u>1,253.08</u>	=	\$ 78.32
		16		

2020/2021 Assessment	\$	<u>1,241.31</u>	=	\$ 77.58
		16		

2021/2022 Assessment	\$	<u>1,253.08</u>	=	\$ 78.32
		16		

Annexation No. 14 - Wisconsin Manor 1 Subdivision Fiscal Year 2021/2022 Maximum Assessment \$1,824.69

Estimated Accumulated Costs 2020/2021 \$ 851.08

Maintenance:	3,030	sq.ft. of landscaping area
Project Management:	8	lots
Fund Balance:	\$ (3,300.74)	

1. Landscape	3,030	sq.ft.	@	\$ 0.190	=	\$ 575.70
2. Graffiti Maintenance	3,030	sq.ft.	@	\$ 0.090	=	\$ 272.70
3. Tree Maintenance	3,030	sq.ft.	@	\$ 0.150	=	\$ 454.50
4. Postage	3,030	sq.ft.	@	\$ 0.020	=	\$ 60.60
5. Utilities	3,030	sq.ft.	@	\$ 0.250	=	\$ 757.50
6. Printing	3,030	sq.ft.	@	\$ 0.020	=	\$ 60.60
7. Repair/Maintenance	3,030	sq.ft.	@	\$ 0.030	=	\$ 90.90
				<u>\$ 0.750</u>	=	<u>\$ 2,272.50</u>

Maintenance	3030	sq.ft.	x	\$ 0.750	=	\$ 2,272.50
Administrative Fee	\$ 2,272.50		x	\$0.10	=	\$ 227.25
County Fee	8 lots		x	\$1.00/per lot	=	\$ 8.00
Reserves	15% of total cost of maintenance					\$ 340.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						<u>\$ 330.07</u>
						<u>\$ 3,178.70</u>

Estimated Cost Per Year	<u>\$ 3,178.70</u>	=	\$	397.34
	8			

2020/2021 Assessment	<u>\$ 1,824.69</u>	=	\$	228.09
	8			

2021/2022 Assessment	<u>\$ 1,824.69</u>	=	\$	228.09
	8			

District No.3 - New Expressions Phase 1
Fiscal Year 2021/2022
Maximum Assessment \$1,329.18

Estimated Accumulated Costs 2020/2021 \$ 361.40

Maintenance: lighting: 10 ea @ 5,800 lumens

Project Management: 56 lots

Fund Balance: \$ (62.93)

1. Utilities	10 @ 5,800 lumens	@ \$ 104.160	=	each	\$ 1,041.60
2. Printing	1	@ \$ 50.000	=		\$ 50.00
					\$ 1,091.60

Maintenance	\$	1,091.60	x	1	=	\$ 1,091.60
Administrative Fee	\$	1,091.60	x	\$ 0.10	=	\$ 109.16
County Fee		56	x	\$1.00/per lot	=	\$ 56.00
Reserves 15% of total cost of maintenance						\$ 163.74
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ 9.44
						\$ 1,429.94

Estimated Cost Per Year	<u>\$ 1,429.94</u>	=	\$	25.53
	56			

2021/2022 Assessment	<u>\$ 1,329.18</u>	=	\$	23.74
	56			

District No. 4 - River Springs Phase 1 Subdivision
Fiscal Year 2021/2022
Approved CPI 2003 (Adjusted 2003)
Maximum Assessment \$3,134.58

Estimated Accumulated Costs 2020/2021 \$ 2,408.24

Maintenance: 2,100 sq.ft. of landscaping area
Project Management: 51 lots
Fund Balance: \$ 19.44

1. Landscape	2,100	sq.ft. @	\$ 0.380	=	\$ 798.00
2. Graffiti Maintenance	2,100	sq.ft. @	\$ 0.090	=	\$ 189.00
3. Tree Maintenance	2,100	sq.ft. @	\$ 0.150	=	\$ 315.00
4. Postage	2,100	sq.ft. @	\$ 0.030	=	\$ 63.00
5. Utilities	2,100	sq.ft. @	\$ 0.250	=	\$ 525.00
6. Printing	2,100	sq.ft. @	\$ 0.090	=	\$ 189.00
7. Repair/Maintenance	2,100	sq.ft. @	\$ 0.030	=	\$ 63.00
			<u>\$ 1.020</u>	=	<u>\$ 2,142.00</u>

Maintenance	2,100	sq.ft. x	\$ 1.02	=	\$ 2,142.00
Administrative Fee	\$ 2,142.00	x	\$ 0.10	=	\$ 214.20
County Fee	51 lots	x	\$1.00/per lot	=	\$ 51.00
Reserves	15% of total cost of maintenance			=	\$ 321.30
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					<u>\$ 2,728.50</u>

Estimated Cost Per Year \$ 2,728.50 = \$ 53.50
51

2021/2022 Assessment \$ 2,397.56 = \$ 47.00
51

District No. 5 Castle Woods Phase 2 Subdivision

Fiscal Year 2021/2022

Maximum Assessment \$1,021.48

Approved CPI 2002 (Adjusted 2008)

Estimated Accumulated Costs 2020/2021 \$ 1,943.09

Maintenance: 1,715 sq.ft. of landscaping area
 Project Management: 25 lots
 Fund Balance: \$ (11,043.03)

1. Landscape	1,715	sq.ft.	@ \$ 0.190	=	\$ 325.85
2. Graffiti Maintenance	1,715	sq.ft.	@ \$ 0.090	=	\$ 154.35
3. Tree Maintenance	1,715	sq.ft.	@ \$ 0.150	=	\$ 257.25
4. Postage	1,715	sq.ft.	@ \$ 0.020	=	\$ 34.30
5. Utilities	1,715	sq.ft.	@ \$ 0.250	=	\$ 428.75
6. Printing	1,715	sq.ft.	@ \$ 0.020	=	\$ 34.30
7. Repair/Maintenance	1,715	sq.ft.	@ \$ 0.030	=	\$ 51.45
			<u>\$ 0.750</u>	=	<u>\$ 1,286.25</u>

Maintenance	1,715	sq.ft.	x \$ 0.75	=	\$ 1,286.25
Administrative Fee	\$ 1,286.25		x \$ 0.10	=	\$ 128.63
County Fee	25 lots		x \$1.00/per lot	=	\$ 25.00
Reserves	15% of total cost of maintenance			=	\$ 192.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 1,104.30
					<u>\$ 2,737.12</u>

Estimated Cost Per Year \$ 2,737.12
25 = \$ 109.48

2020/2021 Assessment \$ 1,021.48
25 = \$ 40.86

2021/2022 Assessment \$ 1,021.48
25 = \$ 40.86

District No. 10 Orchard Ridge Phase 4
Fiscal Year 2021/2022
Approved CPI 2003
Maximum Assessment \$359.99

Estimated Accumulated Costs 2020/2021 \$ 161.67

Maintenance: lighting 4 @ 5,800 lumens
Project Management: 19 lots
Fund Balance: \$ 274.39

1. Utilities	4 @ 5,800 lumens	@ \$	104.1600	=	\$	416.64
2. Printing	1	@ \$	50.0000	=	\$	50.00
						\$ 466.64

Maintenance	\$ 466.64	x	1	=	\$	466.64
Administrative Fee	\$ 170.84	x	\$ 0.10	=	\$	17.08
County Fee	19	x	\$1.00/per lot	=	\$	19.00
Reserves 15% of total cost of maintenance				=	\$	70.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit		=		=	\$	-
						\$ 572.72

Estimated Cost Per Year \$ 572.72 = \$ 30.14
19

2020/2021 Assessment \$ 312.28 = \$ 16.44
19

2021/2022 Assessment \$ 232.55 = \$ 12.24
19

District No. 15 Meadowood Phase 1
Fiscal Year 2021/2022
Approved CPI 2001 (Adjusted 2001)
Maximum Assessment \$8,191.95

Estimated Accumulated Costs 2020/2021

\$ 4,752.65

Maintenance:	7,723	sq.ft. of landscaping area
Lighting:	14	10 @ 5,800 lumens, 1 @ 9,500 lumens, 3 @ 16,000 lumens
Project Management:	48	
Fund Balance:	\$ (667.72)	

1. Landscape	7,723	sq.ft.	@	\$ 0.190	=	\$ 1,467.37
2. Graffiti Maintenance	7,723	sq.ft.	@	\$ 0.025	=	\$ 193.08
3. Tree Maintenance	7,723	sq.ft.	@	\$ 0.130	=	\$ 1,003.99
4. Postage	7,723	sq.ft.	@	\$ 0.010	=	\$ 77.23
5. Utilities	7,723	sq.ft.	@	\$ 0.080	=	\$ 617.84
6. Printing	7,723	sq.ft.	@	\$ 0.010	=	\$ 77.23
7. Repair/Maintenance	7,723	sq.ft.	@	\$ 0.040	=	\$ 308.92
				<u>\$ 0.485</u>		<u>\$ 3,745.66</u>

Maintenance	7,723	sq.ft.	x	\$ 0.485	=	\$ 3,158.32
Administrative Fee	\$ 3,745.66		x	\$ 0.10	=	\$ 374.57
County Fee	48 lots		x	\$1.00/per lot	=	\$ 48.00
Reserves 15% of total cost of maintenance					=	\$ 561.85
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 66.77
						<u>\$ 4,209.51</u>

Estimated Cost Per Year	<u>\$ 4,209.51</u>	=	\$ 87.70
	48		

2021/2022 Assessment	<u>\$ 4,209.51</u>	=	\$ 87.70
	48		

District No. 20 - West View Place Subdivision Fiscal Year 2021/2022 Maximum Assessment \$280.32
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Estimated Accumulated Costs 2020/2021 \$ 293.35

Maintenance:	lighting:	3 ea @ 5,800 lumens
		1 ea @ 9,500 lumens
Project Management:	10	lots
Fund Balance:	\$	198.13

1. Utilities	3 @ 5,800 lumens	@ \$ 104.160	=	each	\$	104.16
	1 @ 9,500 lumens	@ \$ 36.270	=	each	\$	36.27
2. Printing	1	@ \$ 50.000	=		\$	50.00
					\$	<u>190.43</u>

Maintenance	\$	190.43	x	1	=	\$	190.43
Administrative Fee	\$	190.43	x	\$ 0.10	=	\$	19.04
County Fee		10 lots	x	\$1.00/per lot	=	\$	10.00
Reserves 15% of total cost of maintenance						\$	28.56
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$	-
						\$	<u>248.04</u>

Estimated Cost Per Year	\$	<u>248.04</u>	=	\$	24.80
		10			

2020/2021 Assessment	\$	<u>231.13</u>	=	\$	23.11
		10			

2021/2022 Assessment	\$	<u>231.13</u>	=	\$	23.11
		10			

District No. 21 - Orchard Ridge Phase 7 Subdivision

Fiscal Year 2021/2022

Approved CPI 2007

(Adjusted 2008)

Maximum Assessment \$1,728.51

Estimated Accumulated Costs 2020/2021

\$ 794.63

Maintenance: 2,142 sq. ft. of landscaping area (30/74 of 5,950 sq. ft.)
 and lighting: 6 @ 5,800 lumens,
 Project Management: 30 lots
 Fund Balance: \$ 1,209.18

1. Landscape	2,142	sq. ft. @ \$ 0.200	=	\$ 428.40
2. Graffiti	2,142	sq. ft. @ \$ 0.010	=	\$ 21.42
3. Tree Maintenance	2,142	sq. ft. @ \$ 0.010	=	\$ 21.42
4. Postage	2,142	sq. ft. @ \$ 0.020	=	\$ 42.84
5. Utilities	2,142	sq. ft. @ \$ 0.150	=	\$ 321.30
6. Printing	2,142	sq. ft. @ \$ 0.020	=	\$ 42.84
7. Repair/Maintenance	2,142	sq. ft. @ \$ 0.010	=	\$ 21.42
		<u>\$ 0.420</u>		<u>\$ 899.64</u>

Maintenance	\$ 2,142.00	sq. ft. x \$ 0.420	=	\$ 899.64
Administrative Fee	\$ 899.64	x \$ 0.10	=	\$ 89.96
County Fee	30 lots	x \$1.00/per lot	=	\$ 30.00
Reserves 15% of total cost of maintenance				\$ 134.95
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				\$ -
				<u>\$ 1,154.55</u>

Estimated Cost Per Year \$ 1,154.55 = \$ 38.48
 30

2020/2021 Assessment \$ 1,154.55 = \$ 38.48
 30

2021/2022 Assessment \$ 1,154.55 = \$ 38.48
 30

District No. 23 River View
Fiscal Year 2021/2022
Approved CPI 2002
Maximum Assessment \$840.44

Estimated Accumulated Costs 2020/2021

\$ 414.69

Maintenance: lighting 11 ea. @ 5,800 lumens
Project Management: 36 lots
Fund Balance: \$ (342.02)

1. Utilities	11 @ 5,800 lumens	@ \$ 104.1600	=	\$ 1,145.76
2. Printing	1	@ \$ 50.0000	=	\$ 50.00
3. Postage	1	@ \$ 31.8500		\$ 31.85
				<u>\$ 1,227.61</u>

Maintenance	\$ 1,227.61	x 1	=	\$ 1,227.61
Administrative Fee	\$ 1,227.61	x \$ 0.10	=	\$ 122.76
County Fee	36	x \$1.00/per lot	=	\$ 36.00
Reserves 15% of total cost of maintenance			=	\$ 184.14
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit		=	=	\$ -
				<u>\$ 1,570.51</u>

Estimated Cost Per Year	<u>\$ 553.70</u>	=	\$ 8.52
	36		

2020/2021 Assessment	<u>\$ 840.44</u>	=	\$ 12.92
	36		

2021/2022 Assessment	<u>\$ 840.44</u>	=	\$ 12.92
	36		

District No. 24 - Orchard Ridge Phase 8 Fiscal Year 2021/2022 Maximum Assessment \$2,607.14

Estimated Accumulated Costs 2020/2021 \$ 3,149.02

Maintenance: 3,538 sq.ft. of landscaping area
Project Management: 44 lots
Fund Balance: \$ (13,581.40)

1. Landscape	3,538	sq.ft. @ \$ 0.190	=	\$ 672.22
2. Graffiti Maintenance	3,538	sq.ft. @ \$ 0.090	=	\$ 318.42
3. Tree Maintenance	3,538	sq.ft. @ \$ 0.150	=	\$ 530.70
4. Postage	3,538	sq.ft. @ \$ 0.020	=	\$ 70.76
5. Utilities	3,538	sq.ft. @ \$ 0.250	=	\$ 884.50
6. Printing	3,538	sq.ft. @ \$ 0.020	=	\$ 70.76
7. Repair/Maintenance	3,538	sq.ft. @ \$ 0.030	=	\$ 106.14
		<u>\$ 0.750</u>	=	<u>\$ 2,653.50</u>

Maintenance	3,538	sq.ft. x \$ 0.75	=	\$ 2,653.50
Administrative Fee	\$ 2,653.50	x \$ 0.10	=	\$ 265.35
County Fee	44	x \$1.00/per lot	=	\$ 44.00
Reserves	15% of total cost of maintenance		=	\$ 398.03
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			=	\$ 1,358.14
				<u>\$ 4,719.02</u>

Estimated Cost Per Year	<u>\$ 4,719.02</u>	=	\$ 107.25
	44		

2020/2021 Assessment	<u>\$ 2,607.14</u>	=	\$ 59.26
	44		

2021/2022 Assessment	<u>\$ 2,607.14</u>	=	\$ 59.26
	44		

District 25 - Casas del Rio Subdivision
Fiscal Year 2021/2022
Approved CPI 2003
(Adjusted 2003)
Maximum Assessment \$33,112.96

Estimated Accumulated Costs 2020/2021 \$ 14,092.89

Maintenance:	55,950	sq. ft. of landscaping are
Project Management:	118	lots
Fund Balance:	\$ 757.41	

1. Landscape	55,950	sq.ft.	@	\$ 0.060	=	\$ 3,357.00
2. Graffiti Maintenance	55,950	sq.ft.	@	\$ 0.020	=	\$ 1,119.00
3. Postage	55,950	sq.ft.	@	\$ 0.002	=	\$ 111.90
4. Utilities	55,950	sq.ft.	@	\$ 0.080	=	\$ 4,476.00
5. Printing	55,950	sq.ft.	@	\$ 0.005	=	\$ 279.75
6. Repair/Maintenance	55,950	sq.ft.	@	\$ 0.080	=	\$ 4,476.00
				<u>\$ 0.247</u>		<u>\$ 13,819.65</u>

Maintenance	55,950	sq.ft.	x	0.247	=	\$ 13,819.65
Administrative Fee	\$ 13,819.65		x	\$0.10	=	\$ 1,381.97
County Fee	118		x	\$1.00/per lot	=	\$ 118.00
Reserves	15% of total cost of maintenance				=	\$ 2,072.95
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 17,392.56</u>

Estimated Cost Per Year	<u>\$ 17,392.56</u>	=	\$ 147.39
	118		

2012/2013 Assessment	<u>\$ 27,437.13</u>	=	\$ 232.52
	118		

2021/2022 Assessment	<u>\$ 17,392.56</u>	=	\$ 147.39
	118		

District 26 - Orchard Ridge Phase 9 Subdivision
Fiscal Year 2021/2022
Maximum Assessment \$910.98

Estimated Accumulated Costs 2020/2021 \$ 378.52

Maintenance: Lighting: 14 each @ 5,800 lumens, 5 each @ 9,500 lumens
Project Management: 78 lots
Fund Balance: \$ 106.00

Formula

1. Utilities	10 @ 5,800 lumens @ \$104.16	=	\$ 1,041.60
2. Printing/Copying	1 @ \$50.00	=	\$ 50.00
			\$ 1,091.60

Maintenance	\$ 1,091.60	x	1	=	\$ 1,091.60
Administrative Fee	\$ 1,091.60	x	\$0.10	=	\$ 109.16
County Fee	47	x	\$1.00/per lot	=	\$ 47.00
Reserves 15% of total cost of maintenance				=	\$ 163.74
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$ -
					\$ 1,411.50

Estimated Cost Per Year	\$	<u>1,411.50</u>	=	\$ 30.03
		47		

2020/2021 Assessment	\$	<u>910.98</u>	=	\$ 19.38
		47		

2021/2022 Assessment	\$	<u>910.98</u>	=	\$ 19.38
		47		

District No. 28 Meadowood Ph.3
Fiscal Year 2021/2022
Approved CPI 2004
(Adjustment 2004)
Maximum Assessment \$1,808.45

Estimated Accumulated Costs 2020/2021

\$ 964.91

Maintenance:	lighting:	17 ea. @ 5,800 lumens
		9 ea. @ 9,500 lumens
Project Management:	78	lots
Fund Balance:	\$ 1,192.67	

1. Utilities	17 @ 5,800 lumens	@ \$	104.16	=	\$ 1,770.72
	9 @ 9,500 lumens:	@ \$	36.27		\$ 326.43
2. Printing	1	@ \$	50.00	=	\$ 50.00
					<u>\$ 2,147.15</u>

Maintenance	\$ 2,147.15	x	1	=	\$ 2,147.15
Administrative Fee	\$ 2,147.15	x	\$ 0.10	=	\$ 214.72
County Fee	78	x	1.00/per lot	=	\$ 78.00
Reserves 15% of total cost of maintenance				=	\$ 322.07
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					<u>\$ 2,761.94</u>

Estimated Cost Per Year	<u>\$ 2,761.94</u>	=	\$ 35.41
	78		

2020/2021 Assessment	<u>\$ 1,808.45</u>	=	\$ 23.18
	78		

2021/2022 Assessment	<u>\$ 1,808.45</u>	=	\$ 23.18
	78		

District No. 30 - Sierra Meadows Phase 1 Subdivision
Fiscal Year 2021/2022
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment \$16,773.66

Estimated Accumulated Costs 2020/2021

\$ 10,278.01

Maintenance:	26,639	sq.ft. of landscaping area, 2739 feet of wall
Lighting:	32	23 @ 5,800 lumens, 4 @ 9,500 lumens
		5 @ 16,000 lumens
Project Management:	56	lots
Fund Balance:	\$ 4,892.09	

1. Landscape	26,639	sq.ft.	@ \$	0.1900	=	\$	5,061.41
2. Graffiti Maintenance	26,639	sq.ft.	@ \$	0.0250	=	\$	665.98
3. Tree Maintenance	26,639	sq.ft.	@ \$	0.0500	=	\$	1,331.95
4. Weed Abatement	26,639	sq.ft.	@ \$	0.0100	=	\$	266.39
5. Graffiti Maintenance	26,639	sq.ft.	@ \$	0.0059	=	\$	157.17
6. Tree Maintenance	26,639	sq.ft.	@ \$	0.0040	=	\$	106.56
7. Postage	26,639	sq.ft.	@ \$	0.0060	=	\$	159.83
			\$	0.2909		\$	7,749.29

Maintenance	26,639	sq.ft.	@ x \$	0.29090	=	\$	7,749.29
Administrative Fee	\$ 7,749.29		x \$	0.10	=	\$	774.93
County Fee	56 lots		x \$1.00/per lot		=	\$	56.00
Reserves 15% of total cost of maintenance					=	\$	1,162.39
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	9,742.61

Estimated Cost Per Year	\$ 9,742.61	=	\$ 173.98
	56		

2020/2021 Assessment	\$ 9,742.61	=	\$ 173.98
	56		

2021/2022 Assessment	\$ 9,742.61	=	\$ 173.98
	56		

District No. 31 Williams Ranch Phase 2 & 3 Subdivision

Fiscal Year 2021/2022

Approved CPI 2006 (Adjusted 2006)

Maximum Assessment \$2,303.51

Estimated Accumulated Costs 2020/2021

\$ 3,929.05

Maintenance:	6,512	sq.ft. of landscaping area, 437 feet of wall
Lighting:	26	24 @ 5,800 lumens, 2 ea. @ 16,000 lumens
Project Management:	85	
Fund Balance:	\$ (22,348.55)	

1. Landscape	6,512	sq.ft.	@ \$ 0.190	=	\$ 1,237.28
2. Graffiti Maintenance	6,512	sq.ft.	@ \$ 0.025	=	\$ 162.80
3. Tree Maintenance	6,512	sq.ft.	@ \$ 0.130	=	\$ 846.56
4. Postage	6,512	sq.ft.	@ \$ 0.010	=	\$ 65.12
5. Utilities	6,512	sq.ft.	@ \$ 0.080	=	\$ 520.96
6. Printing	6,512	sq.ft.	@ \$ 0.010	=	\$ 65.12
7. Repair/Maintenance	6,512	sq.ft.	@ \$ 0.040	=	\$ 260.48
			<u>\$ 0.485</u>		<u>\$ 3,158.32</u>

Maintenance	6,512	sq.ft.	x \$ 0.485	=	\$ 3,158.32
Administrative Fee	\$ 3,158.32		x \$ 0.10	=	\$ 315.83
County Fee	85 lots		x \$1.00/per lot	=	\$ 85.00
Reserves 15% of total cost of maintenance				=	\$ 473.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 2,234.86
					<u>\$ 6,267.76</u>

Estimated Cost Per Year	<u>\$ 6,267.76</u>	=	\$ 73.74
	85		

2020/2021 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		

2021/2022 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		

District 34 - Meadow Breeze Phase 2
Fiscal Year 2021/2022
Maximum Assessment \$1,928.30

Estimated Accumulated Costs 2020/2021 \$ 2,083.10

Maintenance: Lighting: 14 each @ 5,800 lumens, 5 each @ 9,500 lumens
Project Management: 78 lots
Fund Balance: \$ (3,471.69)

				Formula
1. Utilities	14 @ 5,800	@ \$104.16	= \$	1,458.24
	5 @ 9,500	@ \$125.06	= \$	625.30
2. Printing/Copying	1	@ \$50.00	= \$	50.00
			<u>\$</u>	<u>2,133.54</u>

Maintenance	\$ 2,133.54	x 1	=	\$ 2,133.54
Administrative Fee	\$ 2,133.54	x \$0.10	=	\$ 213.35
County Fee	78	x \$1.00/per lot	=	\$ 78.00
Reserves 15% of total cost of maintenance			=	\$ 320.03
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				<u>\$ -</u>
				<u>\$ 2,744.93</u>

Estimated Cost Per Year \$ 2,744.93 = \$ 11.48
78

2020/2021 Assessment \$ 1,928.30 = \$ 24.72
78

2021/2022 Assessment \$ 1,928.30 = \$ 24.72
78

District 35 - Meadow Breeze Phase 1

Fiscal Year 2021/2022

Maximum Assessment \$1,001.39

Estimated Accumulated Costs 2020/2021

\$ 1,514.65

Maintenance: lighting: 9 lumens @ 5,800 each
 Project Management: 44 lots
 Fund Balance: \$ (2,619.03)

					Formula	
1 Utilities	9 lumens	@ \$	104.16	=	\$ 937.44	937.44
2 Printing/Copying	1	@ \$	36.27	=	\$ 36.27	
					<u>\$ 973.71</u>	

Maintenance	\$ 973.71	x	1	=	\$ 973.71
Administrative Fee	\$ 973.71	x	\$ 0.10	=	\$ 97.37
County Fee	44 lots	x	\$1.00/per lot	=	\$ 44.00
Reserves 15% of total cost of maintenance					\$ 148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$ -
					<u>\$ 1,263.20</u>

Estimated Cost Per Year	\$ <u>1,263.20</u>	=	\$ 28.71
	44		

2021/2022 Assessment	\$ <u>1,001.39</u>	=	\$ 22.76
	44		

District No. 37 - River View Phase 4 Subdivision
Fiscal Year 2021/2022
Approved CPI 2007
Maximum Assessment \$508.84

Estimated Accumulated Costs 2020/2021 \$ 197.82

Maintenance: lighting 5 ea. @ 5,800 lumens
Project Management: 17 lots
Fund Balance: \$ 257.28

1. Utilities	5 @ 5,800 lumens	@ \$	104.1600	=	\$ 520.80
2. Printing	1	@ \$	50.0000	=	\$ 50.00
3. Postage	17	@ \$	0.4900		\$ 8.33
					\$ 579.13

Maintenance	\$ 579.13	x	1	=	\$ 579.13
Administrative Fee	\$ 579.13	x	\$ 0.10	=	\$ 57.91
County Fee	17	x	\$1.00/per lot	=	\$ 17.00
Reserves 15% of total cost of maintenance				=	\$ 86.87
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					\$ 740.91

Estimated Cost Per Year \$ 740.91 = \$ 43.58
17

2021/2022 Assessment \$ 278.73 = \$ 16.40
17

District 38 - Ranch Victoria, Phase One Subdivision
Fiscal Year 2021/2022
Maximum Assessment \$529.89

Estimated Accumulated Costs 2020/2021 \$ 628.37

Maintenance: lighting: 2 lumens @ 5,800 each
Project Management: 6 lots
Fund Balance: \$ (570.84)

					Formula
1 Utilities	2 lumens	@ \$	104.16	=	\$ 208.32
2 Printing/Copying	1	@ \$	50.00	=	\$ 50.00
					\$ 258.32

Maintenance	\$ 258.32	x	1	=	\$ 258.32
Administrative Fee	\$ 258.32	x \$	0.10	=	\$ 25.83
County Fee	6	x \$1.00/per lot		=	\$ 6.00
Reserves 15% of total cost of maintenance					\$ 148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$ -
					\$ 438.27

Estimated Cost Per Year	<u>\$ 438.27</u>		6		=		\$ 73.05
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2017/2018 Assessment	<u>\$ 529.89</u>		6		=		\$ 88.32
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2021/2022 Assessment	<u>\$ 529.89</u>		6		=		\$ 88.32
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District 39 - Williams Ranch Phase 4 Subdivision
Fiscal Year 2021/2022
Maximum Assessment \$1,207.85

Estimated Accumulated Costs 2020/2021 \$ 631.48

Maintenance: lighting: 17 lumens @ 5,800 each
Project Management: 59 lots
Fund Balance: \$ 457.46

					Formula
1 Utilities	17 lumens	@	\$ 104.16	=	\$ 1,770.72
2 Printing/Copying	1	@	\$ 50.00	=	\$ 50.00
					\$ 1,820.72

Maintenance	\$ 1,820.72	x	1	=	\$ 1,820.72
Administrative Fee	\$ 1,820.72	x	\$ 0.10	=	\$ 182.07
County Fee	59	x	\$1.00/per lot	=	\$ 6.00
Reserves 15% of total cost of maintenance				=	\$ 148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					\$ 2,156.91

Estimated Cost Per Year	\$	<u>2,156.91</u>	=	\$	36.56
		59			

2021/2022 Assessment	\$	<u>774.05</u>	=	\$	13.12
		59			

District No. 40 - Amalene Estates
Fiscal Year 2021/2022
Approved CPI 2007 (Adjusted 2007)
Maximum Assessment \$7648.22

Estimated Accumulated Costs 2020/2021 \$ 4,346.66

Maintenance:	5,445	sq. ft. of landscaping area, 736 ft. of wall
Lighting:	16	ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens
Project Management:	26	lots
Fund Balance:	\$ (3,107.99)	

1. Landscape	5,445	sq.ft.	@	\$ 0.190	= \$	1,034.55
2. Graffiti Maintenance	5,445	sq.ft.	@	\$ 0.025	= \$	136.13
3. Tree Maintenance	5,445	sq.ft.	@	\$ 0.130	= \$	707.85
4. Postage	5,445	sq.ft.	@	\$ 0.010	= \$	54.45
5. Utilities	5,445	sq.ft.	@	\$ 0.080	= \$	435.60
6. Printing	5,445	sq.ft.	@	\$ 0.010	= \$	54.45
7. Repair/Maintenance	5,445	sq.ft.	@	\$ 0.040	= \$	217.80
				<u>\$ 0.485</u>		<u>\$ 2,640.83</u>

Maintenance	5,445	sq.ft.	x	0.485	= \$	2,640.83
Administrative Fee	\$ 2,640.83		x	\$0.10	= \$	264.08
County Fee	26		x	\$1.00/per lot	= \$	26.00
Reserves	15% of total cost of maintenance				= \$	396.12
Eliminate deficit fund balance over 10 years - 10% of fund deficit					= \$	265.59
					<u>\$</u>	<u>3,592.62</u>

Estimated Cost Per Year	<u>\$ 3,592.62</u>	=	\$ 138.18
	26		

2021/2022 Assessment	<u>\$ 7,648.22</u>	=	\$ 294.16
	26		

District No. 43 - Sierra Meadows Phase 2
Fiscal Year 2021/2022
Maximum Assessment \$18,564.42

Estimated Accumulated Costs 2020/2021 \$ 7,910.26

Maintenance:	27,960				sq.ft. of landscaping area, 2614 of wall
Lighting:	36				28 @ 5,800 lumens, 8 @ 16,000 lumens
Project Management:	61				lots
Fund Balance:	\$ 7,874.38				

1. Weed Abatement	28,460	sq.ft.	@ \$	0.0713	=	\$ 2,029.20
2. Graffiti Maintenance	28,460	sq.ft.	@ \$	0.0059	=	\$ 167.91
3. Tree Maintenance	28,460	sq.ft.	@ \$	0.0040	=	\$ 113.84
4. Postage	28,460	sq.ft.	@ \$	0.0060	=	\$ 170.76
				<u>\$ 0.0872</u>		<u>\$ 2,481.71</u>

Maintenance	28,460	sq.ft.	x \$	0.08720	=	\$ 2,481.71
Administrative Fee	\$ 2,481.71		x \$	0.10	=	\$ 248.17
County Fee	36 lots		x \$	1.00/per lot	=	\$ 61.00
Reserves 15% of total cost of maintenance					=	\$ 372.26
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ (787.44)
						<u>\$ 2,375.70</u>

Estimated Cost Per Year	<u>\$ 2,375.70</u>	=	\$ 65.99
	36		

2020/2021 Assessment	<u>\$ 2,481.27</u>	=	\$ 68.92
	36		

2021/2022 Assessment	<u>\$ 2,481.27</u>	=	\$ 68.92
	36		

District 44 - Summit Estates Phase 1 Subdivision
Fiscal Year 2021/2022
Maximum Assessment \$5,629.48
(Adjusted 2008)

Estimated Accumulated Costs 2020/2021 \$ 3,292.49

Maintenance: 4,300 sq.ft. of landscaping area, 242 ft. of wall, and
20 ea. @ 5,800 lumens, 3 ea. @ 9,500 lumens
Project Management: 69
Fund Balance: \$ (461.11)

1. Landscape	4,300	sq.ft. @ \$	0.400	=	\$	1,720.00
2. Graffiti Maintenance	4,300	sq.ft. @ \$	0.025	=	\$	107.50
3. Tree Maintenance	4,300	sq.ft. @ \$	0.100	=	\$	430.00
4. Postage	4,300	sq.ft. @ \$	0.010	=	\$	43.00
5. Utilities	4,300	sq.ft. @ \$	0.080	=	\$	344.00
6. Printing	4,300	sq.ft. @ \$	0.010	=	\$	43.00
7. Repair/Maintenance	4,300	sq.ft. @ \$	0.040	=	\$	172.00
			<u>\$ 0.665</u>	=	<u>\$</u>	<u>2,859.50</u>

Maintenance	4,300	sq.ft. x \$	0.665	=	\$	2,859.50
Administrative Fee	\$ 2,859.50	x \$	0.10	=	\$	285.95
County Fee	69	x \$1.00/per lot		=	\$	69.00
Reserves	15% of total cost of maintenance			=	\$	428.93
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					<u>\$</u>	<u>3,643.38</u>

Estimated Cost Per Year \$ 3,643.38
69 = \$ **52.80**

2021/2022 Assessment \$ 3,643.38
69 = \$ **52.80**

District No. 46- Moorea Manor
Fiscal Year 2021/2022
Approved CPI 2009
Maximum Assessment \$4202.28

Estimated Accumulated Costs 2020/2021 \$ 2,549.91

Maintenance:	1,460	sq. ft. of landscaping area, 286 ft. of wall
Lighting:	4	ea. @ 5,800 lumens
Project Management:	16	lots
Fund Balance:	\$ (669.76)	

1. Landscape	1,460	sq.ft. @	\$ 0.190	= \$	277.40
2. Graffiti Maintenance	1,460	sq.ft. @	\$ 0.025	= \$	36.50
3. Tree Maintenance	1,460	sq.ft. @	\$ 0.130	= \$	189.80
4. Postage	1,460	sq.ft. @	\$ 0.010	= \$	14.60
5. Utilities	1,460	sq.ft. @	\$ 0.080	= \$	116.80
6. Printing	1,460	sq.ft. @	\$ 0.010	= \$	14.60
7. Repair/Maintenance	1,460	sq.ft. @	\$ 0.040	= \$	58.40
			<u>\$ 0.485</u>		<u>\$ 2,640.83</u>

Maintenance	1,460	sq.ft. x	0.485	= \$	708.10
Administrative Fee	\$ 2,640.83	x	\$0.10	= \$	264.08
County Fee	16	x	\$1.00/per lot	= \$	16.00
Reserves	15% of total cost of maintenance			= \$	396.12
Eliminate deficit fund balance over 10 years - 10% of fund deficit				= \$	-
				<u>\$</u>	<u>1,384.31</u>

Estimated Cost Per Year	<u>\$ 1,384.31</u>	=	\$ 86.52
	16		

2021/2022 Assessment	<u>\$ 1,384.31</u>	=	\$ 86.52
	16		

District 47 - Chelsea Glen Subdivision Fiscal Year 2021/2022
--

Estimated Accumulated Costs 2020/2021

\$ 2,107.98

Maintenance:	4,560	sq. ft. of landscaping area
Lighting	12	ea. @ 16,000 lumens
Project Management:	90	lots
Fund Balance:	\$ 1,965.90	

1. Landscape	4,560	sq.ft. @ \$	0.190	=	\$	866.40
2. Graffiti Maintenance	4,560	sq.ft. @ \$	0.090	=	\$	410.40
3. Tree Maintenance	4,560	sq.ft. @ \$	0.150	=	\$	684.00
4. Postage/Printing	4,560	sq.ft. @ \$	0.040	=	\$	182.40
5. Utilities	4,560	sq.ft. @ \$	0.250	=	\$	1,140.00
6. Repair/Maintenance	4,560	sq.ft. @ \$	0.030	=	\$	136.80
			<u>\$ 0.750</u>	=	<u>\$</u>	<u>3,420.00</u>

Maintenance	4,560	sq.ft. x \$	0.750	=	\$	3,420.00
Administrative Fee	\$ 3,420.00	x \$0.10		=	\$	342.00
County Fee	90	x \$1.00/per lot		=	\$	90.00
Reserves 15% of total cost of maintenance				=	\$	513.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					<u>\$</u>	<u>4,365.00</u>

Estimated Cost Per Year	\$	<u>4,365.00</u>	=	\$	48.50
		90			

2021/2022 Assessment	\$	<u>4,365.00</u>	=	\$	48.50
		90			

District No. 55 - Summit Estates Phase 2 Fiscal Year 2021/2022

Estimated Accumulated Costs 2020/2021

\$ -

Maintenance:	lighting	41 @ 5,800 lumens
Project Management:	118	lots
Fund Balance:	\$ -	

1. Utilities	41 @ 5,800 lumens	@	\$ 104.1600	=	\$ 4,270.56
2. Printing	1	@	\$ 50.0000	=	\$ 50.00
3. Postage	118	@	\$ 0.4900		\$ 57.82
					\$ 4,378.38

Maintenance	\$ 4,378.38	x	1	=	\$ 4,378.38
Administrative Fee	\$ 4,378.38	x	\$ 0.10	=	\$ 437.84
County Fee	118	x	\$1.00/per lot	=	\$ 118.00
Reserves 15% of total cost of maintenance				=	\$ 656.76
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit		=			\$ -
					\$ 5,590.98

Estimated Cost Per Year	\$ 5,590.98	=		\$ 47.38
	118			

2021/2022 Assessment	\$ 5,590.98	=		\$ 47.38
	118			

District No. 56 - Royal Oaks Subdivision 1A Fiscal Year 2021/2022
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Estimated Accumulated Costs 2020/2021 \$ -

Maintenance:	16,686	sq.ft. of landscaping area
Lighting:	18	10@ 5,800 lumens, 8 @ 16,000 lumens
Project Management:	69	lots
Fund Balance:	\$ -	

1. Maintenance	16,686	sq.ft.	@ \$ 0.1900	=	\$ 3,170.34
2. Graffiti Maintenance	16,686	sq.ft.	@ \$ 0.0300	=	\$ 500.58
3. Tree Maintenance	16,686	sq.ft.	@ \$ 0.1600	=	\$ 2,669.76
4. Postage/Printing	16,686	sq.ft.	@ \$ 0.0060	=	\$ 100.12
5. Utilities	16,686	sq.ft.	@ \$ 0.1500	=	\$ 2,502.90
6. Repair/Maintenance	16,686	sq.ft.	@ \$ 0.0250	=	\$ 417.15
			<u>\$ 0.5610</u>		<u>\$ 9,360.85</u>

Maintenance	16,686	sq.ft.	x \$ 0.56100	=	\$ 9,360.85
Administrative Fee	\$ 9,360.85		x \$ 0.10	=	\$ 936.08
County Fee	69		x \$1.00/per lot	=	\$ 69.00
Reserves 15% of total cost of maintenance				=	\$ 1,404.13
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			=		\$ -
					<u>\$ 11,770.06</u>

Estimated Cost Per Year	<u>\$ 11,770.06</u>	=	\$ 170.58
	69		

2021/2022 Assessment	<u>\$ 11,770.06</u>	=	\$ 170.58
	69		

Annexation No. 3 Porter Creek, District No. 2 North Creek, District No. 6 Creekview Fiscal Year 2020/2021

Estimated Accumulated 2020/2021	\$ 23,676.60
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Maintenance:	125,477 sq.ft. of landscaping
Project Management:	297 lots, lighting 5 lumens @ 5,800
Fund Balance:	\$ 29,218.70

Maintenance

1. Landscape/Tree Maintenance	125,477 @	\$	0.125	=	\$	15,684.63
2. Graffiti Maintenance	125,477 @	\$	0.02	=	\$	2,509.54
3. Postage	125,477 @	\$	0.005	=	\$	627.39
4. Utilities	125,477 @	\$	0.06	=	\$	7,528.62
5. Printing	125,477 @	\$	0.005	=	\$	627.39
6. Repair/Maintenance	125,477 @	\$	0.01	=	\$	1,254.77
			<u>0.225</u>	=	\$	<u>28,232.33</u>

Maintenance	125,477	\$	0.23	=	\$	28,232.33
Administrative Fee	\$ 28,232.33 x	\$	0.10	=	\$	2,823.23
County Fee	297 lots @ \$1.00/per lot			=	\$	297.00
Reserves 15% of total cost of maintenance				=	\$	4,234.84
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
Total					\$	<u>35,587.40</u>

Estimated Cost Per Year:	<u>\$35,587.40</u>	=	\$	119.82
	297			

2020/2021 Assessment	<u>\$34,319.40</u>	=	\$	115.54
	297			

2021/2022 Assessment	<u>\$34,319.40</u>	=	\$	115.54
	297			

Westwood Estates Consolidated
District 1 Westwood Estates Subdivision,
Annexation 5 - Westwood Estates Unit 4 & Unit 5 Subdivision
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
Fiscal Year 2021/2022

Estimated Accumulated Costs 2020/2021 \$ 19,176.17

Maintenance: 47,462 sq. ft. of landscaping are (30/74 of 5450 sq.ft.)
 Project Management: 207 lots
 Fund Balance: \$ 2,117.72

1. Landscape	47,462	sq.ft.	@	\$ 0.170	=	\$ 8,068.54
2. Graffiti Maintenance	47,462	sq.ft.	@	\$ 0.020	=	\$ 949.24
3. Postage	47,462	sq.ft.	@	\$ 0.005	=	\$ 237.31
4. Utilities	47,462	sq.ft.	@	\$ 0.120	=	\$ 5,695.44
5. Printing	47,462	sq.ft.	@	\$ 0.005	=	\$ 237.31
6. Repair/Maintenance	47,462	sq.ft.	@	\$ 0.020	=	\$ 949.24
				<u>\$ 0.340</u>		<u>\$ 16,137.08</u>

Maintenance	47,462	sq.ft.	x	0.340	=	\$ 16,137.08
Administrative Fee	\$ 16,137.08		x	\$0.10	=	\$ 1,613.71
County Fee	207		x	\$1.00/per lot	=	\$ 207.00
Reserves	15% of total cost of maintenance				=	\$ 2,420.56
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 20,378.35</u>

Estimated Cost Per Year	<u>\$ 20,378.35</u>	=	\$ 98.45
	207		
2019/2020 Assessment	<u>\$ 18,364.44</u>	=	\$ 88.72
	207		
2021/2022 Assessment	<u>\$ 18,364.44</u>	=	\$ 88.72
	207		

This concludes the 2021/2022 Landscape and Lighting District Engineer's Report.
 Javier Sanchez, Jr., 70356





CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Consideration of Appointments to the Parks & Leisure Services Commission

SOURCE: Administrative Services

COMMENT: The Parks & Leisure Services Commission currently has a vacancy on the Parks and Leisure Services Commission, with the term to expire in October 2023.
City staff is in receipt of one Request for Appointment which is provided herein for the City Council's consideration:

- Arlene Pena

The Parks & Leisure Services Commission serves in an advisory capacity to the City Council on matters concerning Parks and Leisure Services, and is comprised of eight (8) members with staggered four (4) year terms. To be eligible for appointment, individuals must reside within the city of Porterville and represent a cross-section of the community. The Commission currently meets on the first Thursday of each month at 5:30 P.M. at City Hall. Staff has confirmed that the applicant's listed address is located within the City's boundaries.

RECOMMENDATION: That the City Council consider the appointment of Arlene Pena to the Parks & Leisure Services Commission to serve the remainder of a four-year term to expire October 2023.

ATTACHMENTS: 1. Request for Appointment - Arlene Pena

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



CITY OF
PORTERVILLE
REQUEST FOR
APPOINTMENT



RECEIVED

JUL 19 2021

CITY OF PORTERVILLE
CITY MANAGER

Please complete all blanks.

Name: Arlene Pena

(Please

Print)

Appointment to: Parks and Leisure

(Name of Board,

Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: _____



Mailing Address: _____ same _____

Name of Business: _____ Teacher at Burton District

_____ ☐ Own ☐ Operate

Business Address: _____

Telephone: Home _____



Work _____

FAX _____

E-mail _____

Page 1 of 2

City of Porterville resident: Registered Voter:

* Yes * Yes

☐ No ☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

I've worked with children in the school districts since 2004. My degrees that I have received have been for teaching. I currently received my masters in "Inspired teaching". I've worked for the Migrant program, Cesar Foundation and got my

Please tell us why you are interested in this position.

Domestic Violence Counselling Cert. for families

I have lived in Porterville my entire life. I've raised my children in Porterville and I teach in Porterville. I want to serve my community as best as I can.

☒ Resume attached ☐ Letter of request attached

Submitted By: Arden Perre 7-18-21 Date

Received by: _____

Forwarded to: City Clerk ☐ Date: _____ City Council ☐

Date: _____

Staff Liaison ☐ Date: _____

Tentative Council Mtg Date: _____

Arlene Pena

Porterville Ca 93257

Objective: To be appointed to an advisory committee for the City of Porterville in regards to Parks and Leisure where I can make a difference in childrens' lives by utilizing my dedication and skills for every individual child.

Certificate/Credentials: Masters in Inspired teaching with a Preliminary Credential

BA in Liberal Arts with concentration in Child Development

Cbest and Csets completed

Child Development Site Supervisor Permit

Certificate of Completion of Desired Results Developmental Profile DRDP

Domestic Violence Counseling Certificate 40 hr training FCC

Relevant Experience

- **Burton District Teacher 1st grade:** Capturing kids heart trained, Guided Reading 3.0, DRA 3 trained, Nancy Fetzter writing trained and Keagan strategies. Classroom management, parent teacher conference, IEP's, District lesson plans and experience in Distant learning (online lessons).
- **Burton District Preschool Teacher** In charge of my own group of preschoolers teaching, report cards, parent teacher conference, stepping in as the Supervisor teacher when needed.
- **Preschool Migrant Ed Teacher:** teaching Spanish only and ELD students. Summer school teacher taught all day class for 2017 and asked to return 2018 summer school. Training on CPIN English Language Development focused on reading PreK
- **Burton District Kinder aide/ Reading Intervention aide** Aiding and helping a first-time kinder teacher with testing, teaching and classroom management of Transitional kinder students. Working with below reading level grades 1st to 6th
- **Lead Teacher** Cesar Chavez Foundation at Villa Robles Apartment Learning Center In charge of setting up the classroom and recruiting students for the program. Maintain and update paper work and lesson plans for the program. Serve as a community liaison for the parents. In charge of 15 students K-5th graders.
- **Instructional Aide** for Strathmore Elementary, Strathmore Unified School District Learning Lab group specialist (assessing children in reading)
In charge of my own group, evaluate and record the student's progress, assist teacher or office work and translate for parent teacher conference.
For the Summer Program I was in the front office being an office aide.
Administer CELT and LAWS test to students

Skills:

1. Bilingual ability to speak, read, write in Spanish and English
2. Strong organizational, classroom management and technology skills
3. Ability to implement different teaching techniques to accommodate students with IEP's, ELD, with learning disabilities and behavioral/emotional

Reference: available upon request



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Consideration of Appointment to the Internal City Audit Committee

SOURCE: Administrative Services

COMMENT: The Internal City Audit Committee currently has a vacancy due to public member Earl Parks' relocation out of the community. City staff advertised the vacancy and is in receipt of several Requests for Appointment from interested individuals which are provided herein for the City Council's consideration:

- Brock Neeley
- Xochitl Ramos
- Rob Taylor

The Internal City Audit Committee is comprised of two City Council Members, one member of the public, the City Manager, City Attorney and Finance Director. It is charged with managing the work of the independent auditor, and reviewing both the Annual Audit and the Comprehensive Annual Financial Report prior to submission to the City Council. The Audit Committee is also tasked with undertaking special studies as assigned by the City Council. The Committee is expected to meet regularly in person at City Hall.

RECOMMENDATION: That the City Council appoint one individual to serve on the Internal City Audit Committee.

ATTACHMENTS:

1. Request for Appointment - Brock Neeley
2. Request for Appointment - Xochitl Ramos
3. Request for Appointment - Rob Taylor
4. Municipal Code Chapter 2, Article IX

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

City of Porterville resident:

☒ Yes

☐ No

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

I have a Certificate of Completion in General Dual Entry Accounting Principles from Tarrant County
Jr. College in Fort Worth TX (special course created for Tandy Computer Support Engineers)

Please tell us why you are interested in this position.

I want to take a more active roll in helping our city flourish.

☐ Resume attached

☐ Letter of request attached

Submitted By: _____

Brock Weeley

July 23, 2021

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

RECEIVED

JUL 29 2021

CITY OF PORTERVILLE
CITY CLERK OFFICE

Name: XOCHITL RAMOS

(Please Print)

Appointment to: INTERNAL CITY AUDIT COMMITTEE

(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: [REDACTED], PORTERVILLE,
CA 93257

Mailing Address: [REDACTED], PORTERVILLE,
CA 93257

Name of Business: N/A

☐ Own

☐ Operate

Business Address: N/A

Telephone: Home 559-[REDACTED]

Work 559-[REDACTED]

FAX N/A

E-mail [REDACTED]

City of Porterville Resident:

☐ Yes

X No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

X Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

See attached resume

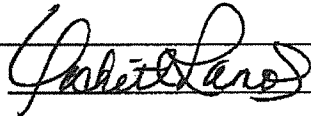
Please tell us why you are interested in this position.

Stay involved in community service and local government. Use my background and experience to assist the City of Porterville.

X Resume attached

☐ Letter of request attached

Submitted By:



7/27/21
Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____

XOCHITL (SOCHEE) RAMOS, CPA

• Porterville, CA 93257 • Cell: [REDACTED] • [REDACTED]

Chief Financial Officer

Multifaceted, resourceful, and decisive senior financial management executive with comprehensive experience in leadership of strategic business planning, accounting, financial reporting, auditor and investor relations. Goal-driven, adaptable and versatile senior manager with demonstrated success in staff oversight, training, and motivation ensure a cohesive and productive environment. Collaborative, forward-thinking and client-focused team leader with excellent communication and interpersonal abilities to build rapport with clients, staff, and other key stakeholders, problem solve, and ensure positive long-term customer relations.

CORE COMPETENCIES

Financial Operations Management • P&L/Budget/Forecasting/Cost Controls • Strategic Business Solutions • Cash Flow Management • Financial Analysis/Reporting • Business Planning/Analysis • HR/IT Management • Auditor Relations • Financial/Debt Covenants • Investor Relations • Banking/Investment Relations • Staff Supervision/Training/Performance Management • Process Improvements • Policies/Procedures • Client Relations • Organizational Management • Project Management • Community Relations • Private Equity • Cross-Functional Team Leadership • Financial Controls • Report Documentation • Safety/Security •

Language Fluency: English and Spanish

PROFESSIONAL EXPERIENCE

TULE RIVER TRIBE OF CALIFORNIA – Porterville, CA

Oct 2016 – Present

Chief Financial Officer

- Responsible for the leadership and oversight of the overall financial operations of the organization, including financial management, planning, accounting, auditing, financial reporting and analysis.
- Supervise the financial requirements of federal and state funded programs.
- Steward of the Tribe's financial assets.

SUPERIOR COURT OF CALIFORNIA IMPERIAL COUNTY – El Centro, CA

June 2016 – Oct 2016

Court Financial Manager

- Financial manager responsible for the Court's overall financial policies and services including asset, administrative and contract management programs.
- Direct the fiscal, accounting, budget preparation, cash management, payroll and collections/revenue enhancement activities.

SOBOBA BAND OF LUISENO INDIANS – San Jacinto, CA

Dec 2007 – Sept 2015

Chief Financial Officer

- Oversee and provide direction for Tribal Finance Department services including accounting, budgeting, debt, cash management and capital expenditures.
- Supervise, train, and manage performance of accounting team, information technology and human resources functions to ensure optimal operational efficiency.
- Manage the accurate and timely preparation of annual and monthly financial statements; preparation and monitoring of Tribal and non-gaming annual budgets and casino budget.
- Key Participant and Operational Manager in development and implementation of long-term strategic planning of the government and business enterprises.

Key Achievements:

- Provide direction for daily operations of Tribal Casino in absence of Director generating \$200M with 2,000 slot machines, 20 table games and bingo.
- Returned organization to regulatory compliance with removal of audit findings and production of accurate and clean audits taking the company from audits with over 100 entries to zero audit entries and no management letter comments for last five years.
- Ensured compliance with GAAP and GASB, Federal and State Grants including A133 audit requirements.
- Satisfactorily resolved IRS penalties in excess of \$200,000 and satisfied Tribal Federal and State tax returns and obligations were all in compliance.
- Establish and maintain constructive and effective relationships with external auditors, regulatory organizations, and financial institutions for debt refinancing and investments.
- Collaborate with outside auditors to prepare audits for governmental, single audit, non-governmental entities including the casino and 401(k) plan.

- Member of Tribe's Economic Development Committee and Administrator of 401(k), employee and tribal member benefit plans and company insurance.
- Successfully reduced health insurance expenses by over \$1M and slashed audit fees by 43% with negotiation of pricing and fees while ensuring the continuation and enhancements of services.
- Representative of the Finance Department to elected officials, Tribal Members, and outside agencies for communications, interpretation of programs, policies and activities, and negotiation and resolution of sensitive or controversial issues.
- Acting General Manager of the Country Club to effectively transition operations to a new management team while cutting expenses in half.
- Key Participant in development and establishment of a 501(c) 3 and Tribal Credit both tribal entities.

FIESTA MEXICANA MARKET, LP – Ontario, CA**Jan 2005 – Dec 2007****Controller**

- Managed accounting staff of 22 responsible for Accounts Receivable, Accounts Payable, Cash Management, Warehouse, Payroll, Employee Benefits, Property Management and Grocery Store Bookkeepers; provided financial analysis and reporting of consolidated financial statements for company with revenues over \$250M with four business divisions – grocery, warehouse, transportation and real estate.

Key Achievements:

- Implemented process improvements and designed accounting policies and procedures in revenue and expense reporting resulting in increased accuracy, efficiency and timeliness of accounting department.
- Developed new cash management policies and procedures to increase earnings on investments.
- Implemented a new detailed budget process including monthly review with senior management and proprietors to ensure completeness and accuracy in preparation of annual budgets.
- Successfully implemented a software conversion to enhance efficiency and productivity.
- Collaborated with outside auditors in preparation of financial and 401(k) audits and tax returns; responsible for taxing authority audits.
- Administrator of insurance, employee health benefits and 401(k) plan.
- Managed monthly sales tax returns, year-end 1099s and Form 571-L reporting.

OTHER PROFESSIONAL EXPERIENCE

- | | | |
|---|--------------------------------|---------------------|
| ▪ Soboba Band of Luiseño Indians, San Jacinto, CA | Accounting Manager/Interim CFO | Jul 2002 – Dec 2004 |
| ▪ RCI Resort Management, Inc., Corona, CA | Accounting Manager | Apr 2000 – Jun 2002 |
| ▪ Kramer & Olsen, Accountancy Corp, Santa Ana, CA | Senior Accountant | Dec 1996 – Apr 2000 |
| ▪ Anderson & Associates, CPA, Riverside, CA | Accountant | Nov 1995 – Oct 1996 |
| ▪ Dessert's Cal Seed, Inc., Seeley, CA | Accounting Manager | Jan 1994 – Jun 1995 |
| ▪ Swain & Oswalt Accountancy Corp, El Centro, CA | Accountant | Jul 1992 – Sep 1993 |
| ▪ Innovative Business Services, Calexico, CA | Partner | May 1988 – Jul 1992 |
| ▪ Calderon, Jaham & Osborn, El Centro, CA | Supervisor | May 1984 – May 1988 |

EDUCATION / CREDENTIALS

- Certified Public Accountant – California
- San Diego State University – Bachelor of Science in Accounting

PROFESSIONAL AFFILIATIONS

Speaker – NAFOA
Member: AICPA • CalCPA



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



RECEIVED

JUL 28 2021

CITY OF PORTERVILLE
CITY CLERK OFFICE

Please complete all blanks.

Name: Rob Taylor
(Please Print)

Appointment to: Internal City Audit Committee
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address:

Porterville, CA 93257

Mailing Address:

Name of Business:

Stafford's Chocolates

☒ Own

☐ Operate

Business Address:

114 N Main Street

Telephone: Home

Work

FAX

E-mail

City of Porterville Resident:

☒ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☒ 4 ☐ 5

Registered Voter:

☒ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Chamber Board Chairman Past

Various boards over last

Rotary President District Rotary Current

30 years - non profits

EDC Board Current

and Schools / government

SPOT Committee Tulare Co. Sheriff

Business Owner Staffords Chocolates

Please tell us why you are interested in this position.

I have gained knowledge and experience in most areas in our community.

Schools, local government, non-profits and business. I can read a financial

Statement + balance sheet. I have negotiated contracts and helped

write contracts for various organizations including my business. I would

bring a well-rounded overall perspective to this committee. I feel

I can be an asset to this committee and the city in general.

☐ Resume attached

☐ Letter of request attached

Submitted By: Rob Taylor

7-28-21

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____

July 28, 2021

To the Internal City Audit Committee,

I am writing to express my interest in joining your committee. As you may know, I have a keen interest in our city, my home town of Porterville. I am hoping my history of involvement and support for Porterville will attest to the good fit I would be for your constructive committee.

Three areas in my history of city volunteerism in particular speak to my qualification for this position. First of all, the non-profit Rotary Club is something I have been involved with for over 30 years and have been president of twice. The primary mission is service and raising money for international and local projects. Next, I have been involved with the Chamber of Commerce for many years, and I have chosen this because of my strong belief in the City of Porterville and its downtown. Last, for the past year the Economic Development Committee has provided me a special opportunity to become informed about county-wide efforts to recruit and support businesses of all sizes. Each of these have required the responsible stewardship of dues and fundraised money.

However, being a business-owner in our fair city has perhaps given me the best qualification for joining your mission of auditing city business and reviewing financial reports. In this capacity of steering a business, budgeting, employing, planning, and paying taxes, I have gained a valuable perspective on the significance of a taxpayer dollar and the need to safeguard ethical practices.

I have submitted the form, "Request for Appointment." If you have any further questions about my qualifications, please contact me at your convenience.

Thank you,

A handwritten signature in blue ink, appearing to read "Robert L. Taylor Jr.", written in a cursive style.

Robert L. Taylor Jr.

ARTICLE IX. INTERNAL CITY AUDITS

SECTION:

2-73: Purpose

2-74: Audit Committee

2-73: PURPOSE:

The city council shall conduct internal audits for the purpose of managing the city's independent auditor, and reviewing the annual audit and the comprehensive annual financial report (CAFR) prior to the submission of these documents to the city council. (Ord. 1703 § 1, 10-3-2006)

2-74: AUDIT COMMITTEE:

A. Committee Established; Membership: An audit committee is hereby established consisting of one member of the city council and one member of the public (both to be appointed by the city council), the city manager, the city attorney, and the chief financial officer.

B. Duties:

1. The internal city audit committee shall manage the work of the independent auditor, reviewing both the annual audit and the comprehensive annual financial report (CAFR) prior to submission to the city council. The audit committee shall also manage special studies when assigned by the city council.

2. When called upon to do so by the mayor or any other member of the audit committee, the audit committee shall meet to review any other financial matter of the city.

3. The audit committee may, upon its own motion, establish and adopt bylaws or rules of order to govern the proceedings of the committee. (Ord. 1703 § 1, 10-3-2006)



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Consideration of Agreements Between the City of Porterville and the Tule River Tribe for Development of Wastewater and Recycled Water System Facilities and Establishing the Porterville Area Development Authority

SOURCE: City Manager's Office

COMMENT: In January 2020, the City of Porterville and the Tule River Tribe entered into a Memorandum of Understanding related to the Tribe's ongoing efforts to relocate its casino and resort to a 40-acre parcel owned by the Tribe within the geographical boundaries of the City. The Bureau of Indian Affairs (BIA) issued a Final Environmental Impact Statement (FEIS) in 2019, which identified several off-reservation impacts and recommended mitigation measures to address those impacts. In conjunction with the FEIS, impacts were identified that will require project improvements to the City's water, wastewater and storm drain systems. The contemplated improvements include improvements and replacements related to the City's existing Wastewater Treatment Plant as conveyed through Lift Stations 7 and 12 and approximately eight hundred (800) feet of transmission main, construction of a Tertiary Wastewater System, and development of a new storm drain retention basin.

The parties also identified potential opportunities for joint benefits concerning these projects, including the provision of irrigation water to the City's nearby Sports Complex. Consequently, the parties' staff and the City's City Council Ad Hoc Committee recommended the formation of a Joint Powers Authority in an effort to assist in the financing, operation and maintenance of the needed improvements.

At its meeting on May 19, 2020, the City Council gave consideration and approval of a Joint Powers Agreement for the development of the specific wastewater system facilities and improvements, with the understanding that an agreement for the provision of recycled water was also being developed and negotiated. The parties had agreed, when taking into consideration the capacity to be added, that the cost allocation for the proposed projects are approximately 2:1 (City:Tribe). This allocation is also reflected in the proposed makeup of the Board: three (3) voting City representatives, and two (2) voting Tribe representatives.

Pursuant to the proposed terms of that Agreement, the City was to be responsible for the administration of the Agreement and act on the Authority's behalf with regard to the future development agreement(s). The Tribe was responsible for the planning, permitting, design, construction, and repairs

needed to the City's existing Wastewater Treatment Plant, and shall further be responsible for the planning, permitting, design and construction of the Tertiary Wastewater Facilities.

Subsequent to the Council's approval of the JPA Agreement, due to financial constraints experienced by the Tribe as a result of the ongoing coronavirus pandemic, it was determined that the City would become the financier of the off-reservation water and wastewater improvements and replacements, including the Tertiary Wastewater System. In January 2021, the City completed the issuance of approximately \$30 million in financing, in significant part to fund the necessary water and wastewater improvements and replacements, as well as the development of a new storm drain retention basin.

As a result of the change in funding approach, the parties are proposing to enter into several agreements. The first is a (revised) Joint Powers Agreement. This Agreement provides the framework for an authority comprised of City and Tribe appointed members, and it would provide oversight and serve as the funding conduit for the Tertiary Wastewater Facility, the development of a new storm drain recharge retention basin, and wastewater collection system improvements. Similar to the previous JPA Agreement, the revised JPA Agreement provides that the Authority will be comprised of three (3) members appointed by the City Council and two (2) members appointed by the Tule River Tribal Council. Additionally, the City Manager and the Tribal Council Chair may serve as ex officio (non-voting) members. The City would administer the Authority, and in addition to these powers, the Authority will also have the ability to facilitate and pursue funding for the development of comprehensive transportation improvements for the west Porterville area surrounding the Tribe's property and including the Porterville Municipal Airport area.

The second proposed agreement is the Agreement for the development and reimbursement of costs for the wastewater and recycled water system facilities and improvements. The Agreement sets forth the parties' obligations concerning the development of the improvements and provides that the City will advance the costs of the improvements, and the Tribe will reimburse the City for its respective share. Two-thirds of the actual cost of the Tertiary Wastewater Facility and related wastewater improvements are the responsibility of the City (with one-third the responsibility of the Tribe), and the City bears the full cost responsibility for the new retention basin. Pursuant to the proposed terms of this Agreement, the funds will be placed in an escrow account controlled by the Authority, disbursed by the Authority's approval and oversight, and the Tribe will reimburse the City as agreed over a ten (10) year period, consistent with the City's policies as applied to other large scale development projects.

The Reimbursement Payment Plan agreement and associated unsecured note, further detail the parties' obligations and are also consistent with the City's policies with regard to other city development. These serve as exhibits to the Development Agreement and are proposed to be approved as to form only as the documents cannot be finalized until the full costs of the improvements are

known.

RECOMMENDATION:

That the City Council:

1. Consider approval of the Joint Powers Agreement between the City and the Tule River Tribe in the development of wastewater and recycled water facilities, as well as establishing the Porterville Area Development Authority;
2. Consider approval of the Development and Reimbursement Agreement for wastewater and recycled water system facilities and improvements; and
3. Authorize the Mayor to sign the Agreements.

ATTACHMENTS:

1. Draft Joint Powers Agreement
2. Draft Development and Reimbursement Agreement
3. Exhibit: Development Costs Reimbursement Payment Plan
4. Exhibit: Promissory Note
5. Draft Joint Powers Agreement - May 19, 2020

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

JOINT POWERS AGREEMENT
BETWEEN
CITY OF PORTERVILLE AND
THE TULE RIVER TRIBE
FOR DEVELOPMENT OF WASTEWATER AND RECYCLED WATER SYSTEM
FACILITIES ESTABLISHING THE
PORTERVILLE AREA DEVELOPMENT AUTHORITY

This Joint Powers Agreement (“Agreement”) is entered into and executed as of _____, 2021, by and between the City of Porterville, a California charter city (“City”), and the Tule River Tribe, a federally-recognized Indian tribe (“Tribe”), pursuant to the Joint Exercise of Powers Act (Gov. Code, § 6500 *et seq.*), who may be referred to herein as the “Parties.”

RECITALS

A. WHEREAS, the City is authorized to enter into a joint powers agreement for the purpose of owning, operating and financing wastewater facilities, including without limitation wastewater system facilities and facilities for the production, delivery and sale of recycled water; and

B. WHEREAS, the Tribe is a public agency for the purposes of California Government Code Section 6500 with full authority to enter into a joint powers agreement with the City; and

C. WHEREAS, the City operates wastewater facilities which provide secondary treatment of sewage and wishes to manage potable water supplies available within the City by making recycled water available for a variety of uses currently supplied with potable water, including irrigation of the City Sports Complex, and irrigation and other uses within the Casino Project being developed by the Tribe; and

D. WHEREAS, the Tribe is developing a tertiary wastewater treatment facility, to treat secondary effluent produced from the City’s wastewater system in coordination with the City, and the facility will provide recycled water to the Project and to the City Sports Complex and is anticipated to offset the potable water use of the Project as well as City uses; and

E. WHEREAS, the Tribe and the City also desire to establish an entity for the purpose of facilitating the development of comprehensive transportation improvements for west Porterville, including the Porterville business park, including the pursuit of funding; and the development of a Tribe Active Transportation Plan (ATP) so that the Authority can pursue grant funding.

AGREEMENT

NOW THEREFORE, in consideration of their mutual promises and undertakings set forth herein, the Parties agree as follows:

ARTICLE 1. PURPOSE AND POWERS.

1.1 Purpose and Powers. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500, relating to the joint powers common to public agencies. The purpose of this Agreement is to exercise the Parties' joint powers, specifically including, but not limited to:

- a) Public funding, ~~contracting and oversight and/or purchasing~~ related to the construction, maintenance, repair, improvement, and expansion and operation of wastewater collection, treatment, and disposal, including without limitation water recycling and distribution facilities and the production, distribution and sale of recycled water;
- b) Facilitating, pursuing and/or funding the development of comprehensive transportation improvements for the west Porterville area surrounding the Casino Project including the Porterville business park; and
- c) Exercising all other powers as may be authorized by law, in addition to the specific powers enumerated herein.

1.2 Designation Per Government Code § 6509. To the extent required by law, the powers exercised by the Parties pursuant to this Agreement shall be subject to the restrictions upon the manner of exercising such powers of the City.

ARTICLE 2. CREATION OF AUTHORITY; CITY TO ADMINISTER

2.1 Creation of Authority. The Porterville Area Development Authority ("Authority") is hereby created which shall be a public entity separate from the Parties to this Agreement. The Authority shall be responsible for its own debts, liabilities and obligations.

2.2 Delegation of Authority to the City. The Parties delegate authority to the City to administer this Agreement, including acting on Authority's behalf in connection with future agreements entered into between the Parties.

ARTICLE 3. GOVERNANCE

3.1 Party Representatives. The City shall be entitled to ~~two-three~~ voting representatives on the Board of the Authority, as appointed by the City Council. Unless otherwise determined by the City, the City Manager shall additionally be, *ex officio*, a member of the Board. The Tribe shall be entitled to two voting representatives, appointed by the Tribal Council. Unless otherwise determined by the Tribe, the Tribal Chairperson shall additionally be, *ex officio*, a member of the Board. ~~The City and the Tribe with cooperate to select a fifth member of the Board.~~ Each Party may designate one alternate Board member by notifying the Authority and the other Party in writing of the person so designated to act when a Board member is unavailable.

3.2 Quorum. A quorum for the transaction of any business shall require the presence of four representatives, who may be alternates.

3.3 Meetings; Frequency. The Board shall meet not less frequently than annually. Meetings shall be called and conducted in accordance with the Brown Act.

ARTICLE 4. FINANCIAL PROVISIONS

4.1 Treasurer. Pursuant to Government Code Sections 6505 and 6505.5 governing the accountability of all funds and report of all receipt and disbursement for the Authority, the treasurer of the City shall be treasurer ("Treasurer") of the Authority. The Treasurer shall possess the powers of, and shall perform those functions required by, Government Code Sections 6505, 6505.5 and all other applicable laws and regulations. The Board shall also designate an Auditor/Controller for the Authority pursuant to Government Code Sections 6505 and 6505.5 or shall cause an independent audit to be made by a certified public accountant or public accountant in compliance with Government Code Section 6505, as applicable.

4.2 Authority to Handle Property. The City Manager of the City or his or her designee shall have charge of, handle, or have access to any property of the Authority and shall be required to file an official bond, which may be a master bond.

4.3 Surplus Funds. The Authority shall have the power to invest any money in the treasury pursuant to Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

4.4 Contributions Required. The Parties agree that each will contribute to the capital and operating costs of the Authority in accordance with the annual budget approved by the Board and the initial budget for commencement of operations.

4.5 Quarterly Financial Reports. The City shall provide quarterly financial reports to the Board, provided that the Board may prescribe the form and timing of such reports.

4.6 Annual Statement of Financial Condition. Prior to the end of each operating year, a certified public accounting firm, will be selected by the Board, and, not more than ninety (90) days after the end of the year, a report certifying the year-end financial condition of the Authority, including statements of income and expenses for the year, assets and liabilities, and auditor's notes, if appropriate, shall be provided to the Parties by the accounting firm selected for that purpose. The cost of the report shall be considered an operating expense of the Authority. The annual audit shall be filed with each of the Parties and as required by law.

4.7 Purpose of Contributions. The Parties agree that (a) contributions from their respective treasuries may be made for the purpose(s) set forth in this Agreement, (b) payments of public funds may be made to defray the cost of such purposes, (c) advances of public funds may be made for the purpose(s) set forth in this Agreement, such advances to be repaid as provided in this Agreement, and (d) personnel, equipment or property of one or more of the Parties may be used in lieu of other contributions or advances if agreed to in writing by the Parties. The funds may be paid to and disbursed by the Authority.

4.8 Fiscal Year. Unless otherwise determined by resolution of the Board, the fiscal year of the Authority shall commence on July 1 each year.

TWSF PROJECT SELECTION AND BUDGETS

~~5.1 — Development of Wastewater Improvements and Recycled Water Facilities. The Tribe shall be responsible for the planning, permitting, design and construction of repairs, replacements and improvements related to the City's existing wastewater system, including improvements to Lift Station Nos. 7 and 12, the sanitary sewer force mains from each station, and related improvements to the collection system upstream of each Lift Station ("Wastewater Improvements") to meet current City specifications, and increase collection system capacity to serve the Tribe's Casino Project. The Tribe shall also be responsible for the planning, permitting, design and construction of Tertiary Wastewater System Facilities ("TWSF"), which shall include facilities to divert secondary effluent to comply with the State of California Title 22 water quality standards for unrestricted reuse, and distribution of recycled water through a new tank, pump station, and recycled water distribution system. The Recycled Water Improvements TWSF shall meet current City specifications and provide recycled water capacity to serve the Tribe's Casino Project, the City Sports Complex, and additional locations as specified by the City. The Wastewater Improvements and Recycled Water Improvements shall be financed, operated and maintained by the City.~~

~~5.2 — Approval of Wastewater Improvements and TWSF. To the extent required by municipal ordinance, regulation or rule, the Tribe shall at its sole cost submit to the City for approval the Wastewater Improvements and the TWSF to secure any necessary discretionary permits and environmental review from the City and other regulatory authorities. The Tribe previously obtained approval from the City of its plans for the Wasterwater Improvements and the TWSF. It is anticipated that Tribe shall submit 60%, 90% and 100% designs to City for review. Nothing in this Agreement shall be construed to affect the City's regulatory authority over the Wastewater Improvements or the TWSF or any project proposed by the Tribe, except as expressly provided herein. However, the Parties will collaborate to determine the most efficient process of environmental, planning and building review and permitting for the Wastewater Improvements and for the TWSF to reasonably expedite the facilities to be acquired, financed and operated under this Agreement.~~

~~5.3 — Responsibility for Costs. The Parties shall be responsible for the costs, debts and liabilities incurred to plan, design and construct the Wastewater Improvements and the TWSF, including payment for any costs or fees for submissions to the City, in proportion to the benefit to be received by each (2/3 benefit to the City, and 1/3 benefit to the Tribe). The Tribe shall complete the Wastewater Improvements and TWSF and dedicate them to the City. The City shall solely retain all ownership interests in the TWSF.~~

ARTICLE 5. LIABILITY; INDEMNIFICATION

6.1 Allocation of Liabilities. As to any debts or liabilities based upon California Government Code Section 895.2, pursuant to the provisions of California Government Code Section 895.4, this Article allocates such liabilities (e.g., the vicarious liability imposed by law as a result of the existence of this ~~j~~Joint ~~p~~Powers ~~a~~Agreement). The City and the Tribe shall be liable for any such liability imposed by law in proportion to their responsibility for such debts and liabilities incurred in the performance of this Agreement. The rules therefore as set forth in California Civil Code § 2778 are hereby made a part of this Agreement.

6.2 Defense and Indemnity Obligation. The Tribe shall defend, indemnify and hold the City, its City Council members, officials, officers, employees and agents harmless from and against all claims, demands, liability, costs, expenses, damages, injury or loss (including reasonable attorneys' fees) to which the City, its City Council members, officials, officers, employees and agents may be subject by reason of any claims challenging the validity of this Agreement or any action taken in furtherance of this Agreement, including but not limited to, any challenge to the approval of the TWSF or any contract to implement the TWSF, alleged wrongdoing, misconduct, negligence, or fault by the Tribe, its council members, officials, officers, employees or agents in the performance of this Agreement, and including any debts or liabilities incurred in the performance of this Agreement.

6.3 Notice of Third-Party Claim. Upon receipt of any third-party claim, demand or other notice that may result in an indemnity obligation of the other party under this Article, the receiving party shall provide a copy of such claim, demand or other notice to the other party as soon as reasonably practicable, but in any event within ten (10) calendar days of receipt.

ARTICLE 6. TERM AND TERMINATION

7.1 Effective Date; Term. This Agreement shall be effective as of the date of this Agreement first written above. It shall continue in full force and effect for a term of fifty (50) years from the effective date, unless terminated as hereinafter provided, except that notwithstanding any other provision of this Agreement, this Agreement shall continue in full force and effect during the term of any outstanding bonds issued by the Authority, or until all indebtedness of the Authority is retired.

7.2 Termination Option. Either party may elect to terminate this Agreement by giving not less than twelve months prior written notice to the other party, whereupon this Agreement will terminate at the end (June 30) of the following fiscal year, provided that, (1) no such notice shall be effective during the term of any outstanding bonds or indebtedness of the Authority; or (2) if there are any outstanding bonds or indebtedness of the Authority or any party in connection with any projects to be developed or funded by the Authority, City may ~~may~~, prior to city acceptance of the facilities, acquire such facilities and terminate this Agreement by making provision for retiring, defeasing, or otherwise satisfying all outstanding obligations incurred to finance such facilities.

7.3 Parties' Rights and Duties on Expiration or Termination. Should this Agreement expire at the end of its term, or if it is terminated for any reason, the Parties shall continue to work together until all obligations incurred prior to expiration or notice of termination, have been fully performed. No further obligations will be incurred.

ARTICLE 7. MISCELLANEOUS

8.1 Governing Law. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of California.

8.2 Entire Agreement. This Agreement contains the entire Agreement of the Parties and shall be binding upon and inure benefit of the Parties, their successors and assigns.

8.3 Additional Parties. Nothing herein shall preclude the addition of other governmental entities as parties to this Agreement, so long as the Parties agree to such addition. If an entity is added as a party, it shall be bound by the terms and conditions of this Agreement.

8.4 Notices. Notices required by law or by this Agreement, shall be deemed sufficient if given, (a) by email to the following, or (b) in writing and deposited in the United States Mail, postage prepaid, to the following:

City of Porterville:	McCormick, Kabot, Jenner & Lew Attn: Julia Lew, City Attorney 4010 South Demaree Street Visalia, CA 93277 T: (559) 734-6729 E: jmlaw@mkjw.com
Tule River Tribe:	Tule River Indian Tribe Attn: William Garfield, Chairman 340 N. Reservation Road Porterville, CA 93257 T: (559) 781-4271 E: William.Garfield@tulerivertribe-nsn.gov
With copy to:	Procopio, Cory, Hargreaves & Savitch LLP Attn: Kerry Patterson 525 B Street, Suite 2200 San Diego, CA 92101 T: (619) 515-3295 E: kerry.patterson@procopio.com

Notices shall be deemed given (a) in the case of email, upon receipt of such email, or (b) in the case of United States Mail, five (5) calendar days after deposit in the mail.

8.5 Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall be to the extent judged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, or conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent allowed by law.

8.6 Agreement Not Partnership or Joint Venture; No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to establish relationships between the Parties other than those expressly described and set forth. The agreements contained herein are made solely for the benefit of the Parties, and shall not be construed as benefiting any person who is not a party to this Agreement.

8.7 Assignment. No party may assign any right, claim or interest it may have under this Agreement.

8.8 Binding Effect. This Agreement shall be binding upon the successors of the Parties.

8.9 Survival. Notwithstanding the termination of this Agreement, the defense, indemnification and hold harmless provisions shall survive and be fully enforceable.

8.10 Waiver of Terms; Effect. By action of each party's governing boards, the time specified in this Agreement for performance of any act by the Parties, may be extended or waived, for good cause. Any such extension or waiver shall affect only the time period to which it is directed, and it shall not be deemed applicable to subsequent deadlines relating to the subject matter of the extension or waiver, nor shall it be deemed to apply to any other time constraints or requirements contained in this Agreement.

8.11 Agreement as Integrated Document; Titles and Headings Not Part. This Agreement fully and completely integrates all agreements and understandings of the Parties regarding its subject matter. Titles and headings contained herein are not a part of the agreement of the Parties. They are included only for descriptive purposes, and shall not be deemed as incorporated into this Agreement for any other purposes.

8.12 Amendment; Method Prescribed. This Agreement may be amended at any time, by written agreement of the Parties, acting by and through their governing boards.

8.13 Authority to Enter into Agreement. Each party represents that it has the full power and authority to enter into this Agreement and to carry out the powers contemplated by it. Each party further represents that it has taken all action necessary to authorize the execution, delivery and performance of the Agreement. Each person signing below warrants that he/she has full power and authority to bind the party under which her/his signature appears.

ARTICLE 9: DISPUTE RESOLUTION; LIMITED WAIVER OF SOVEREIGN IMMUNITY.

9.1 Limited Waiver of Sovereign Immunity. In the event of a dispute between the Tribe and the City (and only the City) over the interpretation, application, or enforcement of this Agreement, the ~~Tribe Parties each~~ hereby expressly grants to the ~~City other Parties~~ a limited waiver of ~~the Tribe's sovereign sovereign/governmental~~ immunity, solely for actions brought by the ~~City other Parties~~, in accordance with the dispute resolution provisions provided herein; provided, however, that any award shall be limited to actual damages and shall specifically exclude punitive, consequential, incidental, expectancy and all other special damages. This limited waiver of sovereign immunity does not extend to any action brought against any Tribal Council Member, Tribal employee, Tribal agent, Tribal member, or any other individual acting on behalf of the Tribe and does not extend to any third parties bringing an action against the Tribe. This limited waiver of sovereign immunity shall not diminish or otherwise affect any defense or immunity to which such persons are entitled under the laws of the applicable jurisdiction. Except as expressly set forth herein, the Tribe does not waive, limit or modify ~~its~~ their respective sovereign immunity as it applies to this or any other matter.

9.2 Dispute Resolution. This Section shall govern the resolution of all controversies or claims between the Tribe and the City that arise from this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any

means of resolving Arbitrable Disputes between the Parties, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating the arbitration procedures.

a) Voluntary Resolution, Meet and Confer Obligation. Whenever possible, the Tribe and the City shall make their best efforts to informally resolve disputes that occur under this Agreement. In order to foster a spirit of cooperation and efficiency in the administration of the terms and conditions of this Agreement, disputes between the Tribe and the City shall first be subjected to a good faith meet and confer process as follows:

- i. The aggrieved Party shall give the other, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section 8.4. Said notice shall suggest a date, time and place for the meeting. The Tribe and the City may jointly decide to meet at another time and place; provided, however, the Parties agree that such meeting shall commence within fifteen (15) calendar days after the date that the original notice was given to the applicable Party, unless the Parties agree that there is good cause to extend this time limit.
- ii. The Parties agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.
- iii. Absent mutual consent of the Parties, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies under Subsection (b) herein, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.

- iv. If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then upon the written request of either Party, the dispute may be submitted to non-binding mediation in accordance with Section 9.2(b) (“Mediation Request”). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by either the Tribe or the City.
- b) Mediation. In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, within thirty (30) days after notice is provided through a Mediation Request, the Tribe and the City agree to participate in non-binding mediation administered by a mediator mutually agreed to by the Parties, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:
- i. The mediation shall be held at a mutually agreeable location within Tulare County, California.
 - ii. The Parties shall work together to select a single mediator, but if the Parties cannot agree on a mediator within forty-five (45) days of ~~requesting the~~ Mediation Request, each Party will provide three (3) names of mediators based on substantive and procedural knowledge, availability, and location. Each side will have an opportunity to strike 1 name and, to the extent two mediators remain, rank the remaining names (1-2, with 1 being the most favorable). The numbers will be added together and the mediator whose rank is the lowest, which is most favorable, will be chosen mediator.
 - iii. The mediator shall meet with and hear presentations by the Parties as soon as practicable after appointment.
 - iv. Mediation will be conducted consistent with California Evidence Code Sections 1115-1128. The mediator shall owe a professional duty to both the Tribe and the City, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.
 - v. Each side shall bear its own costs and attorneys’ fees, and one-half of all fees and expenses of the mediator.
 - vi. Unless otherwise agreed upon by the Parties in writing, the mediation shall be completed within ninety (90) days of the selection of the mediator.
 - vii. The mediator’s decision shall not be binding on or admissible against either Party. The Arbitrable Dispute shall be resolved in accordance with the arbitration provisions set forth in Section 9.2(c) below if: (1) a Party elects to reject the mediator’s decision; (2) either Party refuses to

participate in the mediation process after mediation filing; or (3) the mediator does not meet with the Parties.

- viii. The Parties agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.
- c) Arbitration. Following the satisfaction of the meet and confer and mediation requirement, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation (as applicable) must be resolved through binding arbitration. The arbitration shall be held only in accordance with the following procedures:
- i. Either Party may initiate the applicable arbitration by delivering a written notice to the other Party that states the specific issue(s) in dispute, the relevant provision(s) of the Agreement, and the relief requested.
 - ii. Within twenty-one (21) calendar days after delivery of such notice, each Party shall notify the other of the name of a practicing lawyer or retired judge with whom the notifying Party desires to have serve as an arbitrator. The lawyer or retired judge shall have experience in California ~~water~~-law and Federal Indian law, and whose law firm, if applicable, has at no time represented or acted on behalf of either of the Parties or any person with control over either of the Parties. If either Party fails to act within the twenty-one (21) calendar day period, the arbitrator who should have been appointed by that Party will be appointed pursuant to the same procedures followed when agreement cannot be reached as to the third arbitrator.
 - iii. Within ten (10) calendar days after arbitrators are appointed by each Party, the two appointed arbitrators shall meet (in person or by phone) to appoint a third arbitrator with the same qualifications and background. Together, the three arbitrators shall comprise the Arbitration Panel. In the event agreement cannot be reached on the appointment of a third arbitrator at the meeting held within the ten (10)

calendar day period, the third arbitrator shall be selected by the Judicial Arbitration and Mediation Service, or such other reputable provider of Alternative Dispute Resolution services as may be agreed by the Parties or, in the absence of such agreement, by the Party requesting arbitration. In the event of any subsequent vacancy or inability to perform, the arbitrator who resigns or becomes unable to perform shall be replaced in accordance with the provision of this Section as if such replacement were an initial appointment to be made hereunder. Notwithstanding the foregoing, the Parties may agree to use a single arbitrator as the Arbitration Panel, provided that the Parties agree on the arbitrator to be appointed.

- iv. Each Party shall have the right to conduct discovery in connection with the arbitration proceedings, but such discovery shall be limited to the pre-hearing production of relevant documents and to such depositions, limited both in number of depositions and duration, as the Arbitration Panel may approve by majority vote.
 - v. The Arbitration Panel shall hear any and all issues of law and of fact properly raised pursuant to the procedures herein and shall make its decision by majority vote within thirty (30) calendar days after the close of evidence and briefing in the arbitration. The decision shall be issued in writing and include findings of fact, conclusions of law, and the reasons on which the decision is based.
 - vi. The Arbitration Panel shall have no power to vary or modify any terms of this Agreement, or to decline or fail to follow applicable tribal, state or federal statutory or common law.
 - vii. Each Party to the arbitration shall pay its own attorneys' and expert witness fees and any other costs associated with the arbitration. The Arbitration Panel shall determine by majority vote who shall bear the fees and expenses of the Arbitration Panel or whether the fees and expenses of the Arbitration Panel shall be shared by the Parties, and if so, in what proportions. The Arbitration Panel's determination as to the allocation of the fees and expenses of the arbitration shall be binding on the Parties.
 - viii. The arbitration shall be held at a mutually agreeable location within Tulare County, California.
- d) Jurisdiction of Courts. A Party that has participated in arbitration as set forth in Subsection (c) of this Section (or who has made a good faith effort to do so despite the other's failure to participate) may initiate judicial proceedings to confirm, enforce or vacate the applicable arbitration award in the United States District Court for the Eastern District of California. If, and only if, the United States District Court for the Eastern District of California determines that it is without jurisdiction, the Tribe

consents to be sued in the Superior Court of the State of California for the County of Tulare, but solely to compel, enforce, modify or vacate any arbitration award.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers as of the date first above written.

City of Porterville:

By: _____

Printed Name: Adrian Monte Reyes

Title: Mayor

Tule River Tribe:

By: _____

Printed Name:

Title: Chairman

**DEVELOPMENT AND REIMBURSEMENT AGREEMENT FOR
WASTEWATER AND RECYCLED WATER SYSTEM FACILITIES AND IMPROVEMENTS**

This Development and Reimbursement Agreement for Wastewater and Recycled Water System Facilities and Improvements (this “**Agreement**”) is made and entered into as of [____], 2021, by and among the Porterville Area Development Authority (“**Authority**”), the City of Porterville (“**City**”) and the Tule River Tribe (“**Tribe**”), each of whom may be referred to herein individually as a party or collectively as the “**Parties**”.

RECITALS

- A. WHEREAS, the City of Porterville is a California charter city; and
- B. WHEREAS, the Tribe is a federally-recognized Indian Tribe; and
- C. WHEREAS, the Authority has been established pursuant to a Joint Powers Agreement by and between the City and the Tribe; and
- D. WHEREAS, the Tribe proposes to develop a casino-resort (“**Project**”) within a 40-acre site it owns near the Porterville Airport (“**40-acre Airpark Property**”) within the boundaries of the City, which may include a casino, a 250-room hotel, food and beverage facilities, administrative space, a multi-purpose events center, a conference center and associated parking and infrastructure and other uses that may be developed by the Tribe on the 40-acre Airpark Property, an illustrative depiction of which is set forth in Exhibit A; and
- E. WHEREAS, the Project will ultimately require wastewater to be treated at the City’s existing wastewater collection system located at 1333 West Grand Avenue, conveyed through Lift Station Nos. 7 and 12 and approximately 800 feet of transmission main, each of which requires some repair, replacement or improvement to correct existing deficiencies and increase capacity to serve the Project (collectively, the “**Wastewater Improvements**”); and
- F. WHEREAS, to mitigate the impacts of the development of the Project on potable water supplies, the City desires, for consistency with its land development standards, to provide City-owned land near the Project to the Authority for the purpose of developing a tertiary wastewater treatment plant and associated storage, a pump station and recycled water transmission pipelines to serve the Project and the City Sports Complex (collectively, the “**Tertiary Wastewater System Facilities**” or “**TWSF**”); and
- G. WHEREAS, the City and the Tribe desire that the Authority assist them in connection with the provision and coordination of funding for the Wastewater Improvements and the TWSF as hereinafter provided; and
- H. WHEREAS, acting for and on behalf of the City, the Tribe shall design, engineer, permit, construct and transfer the Wastewater Improvements and TWSF to the City, with amounts expended by the Tribe or Authority for such design, engineering, permitting and construction to be funded by the City and deposited with the Authority as herein prescribed, with the Tribe’s portion of the costs to be reimbursed by the Tribe to the City on the terms and conditions provided herein; and
- J. WHEREAS, the Tribe shall (i) pay the City certain sewer connection and service fees related to the development and operation of the Project and the TWSF and Wastewater Improvements; and (ii) shall pay water and sewer service fees in accordance with the City’s standard water and sewer service charges for those specific service types and levels and as set forth in the City’s fee schedule; and

K. WHEREAS, the Authority shall serve as the funding/coordination entity for the construction of the Wastewater Improvements and TWSF and shall release funds deposited by the City to pay the construction costs in accord with the terms and conditions of this Agreement ; and

L. WHEREAS, the Improvements also include the Tribe's development of a Storm Drain Retention Basin on the City property at the intersection of Road 216 and Avenue 128 as described and shown on Exhibit B to this Agreement, which will be fully paid for by the City; and

M. WHEREAS, upon completion of the TWSF, Wastewater Improvements, and Storm Drain Retention Basin Improvements and the payment of all direct construction costs by the City, the TWSF, the Wastewater Improvements, and the Storm Drain Retention Basin Improvement shall become property of the City; and

N. WHEREAS, this Agreement provides for the terms upon which the Wastewater Improvements, the TWSF, and the Storm Drain Retention Basin Improvements are to be developed, financed, and funded, and the terms upon which the Tribe's portion of the costs are to be reimbursed to the City, as aforesaid.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions. Unless the context otherwise requires, the terms defined in this Article I shall have the meanings herein specified.

"Acceptable Title" means title to land, or an easement therein, delivered free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether any such item is recorded or unrecorded, except those non-monetary items which are either (a) required by the City or (b) reasonably determined by the City not to interfere materially with the intended use of such land or easement and therefore are not required to be cleared from title.

"Acceptance Date" means the date that the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements are dedicated to and accepted by the City.

"Actual Cost" means, with respect to the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements, an amount equal to the sum of (a) the Tribe's actual, reasonable cost of constructing the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements, including labor, material and equipment costs, (b) the Tribe's actual, reasonable cost of preparing the Plans for the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements, (c) the Tribe's actual, reasonable cost of any environmental evaluations required in the City's reasonable determination specifically for the TWSF or Components thereof, and Wastewater Improvements, (d) the amount of the fees actually paid by the Tribe to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals for the TWSF or Components and Wastewater Improvements, (e) the Tribe's actual, reasonable cost for professional services directly related to the planning, design and construction of the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements, including engineering, inspection, construction staking, materials testing and similar professional

services, including, but not limited to, the costs to obtain and keep current an a recycled water use permit as required by the Regional Water Quality Control Board for the TWSF, (f) the costs incurred by the Tribe for construction management and supervision, which cost shall not exceed 5% of the cost of constructing the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements, as determined pursuant to clause (a) of this definition, (g) the Tribe's actual, reasonable cost of any title insurance required hereby for the TWSF, (h) the fair market value of any real property required to be conveyed with the TWSF in order to convey Acceptable Title thereto to the Authority, and (i) the Tribe's actual, reasonable cost of any real property or interest therein acquired after the date hereof, from a party other than the Tribe, which real property or interest therein is necessary for the construction of the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements (e.g., temporary construction easements, haul roads, etc.), all as specified in a payment request that has been reviewed and approved by the City on behalf of the Authority, as applicable; *provided, however*, that no item of cost relating to the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements shall be included in more than one category of cost under this definition.

"All Improvements" means collectively the TWSF, Wastewater Improvements, and Storm Drain Retention Basin Improvements.

"City" means the City of Porterville, a California charter city.

"Construction Security" means, with respect to the All Improvements to be constructed, Funding Sources allocated to the construction and a Performance or Surety Bond, where the combination of the two sources are equal to the Unfunded Construction Cost of the Improvements.

"Defaulting Party" means a party that is in breach of, or alleged to be in breach of, this Agreement.

"Escrow Account" means the account created and maintained by the Authority to receive, hold, identify and track monies as dictated by Article VI of this Agreement.

"Estimated Construction Costs" means the total of the remaining estimated unpaid hard and soft costs (including, but not limited to, testing, labor compliance, permitting, inspection, environmental costs, and furniture and equipment approved by the City and the Tribe) required to complete construction, as calculated from time to time by the City and agreed to by the City and the Tribe.

"Event of Default" shall have the meaning set forth in Section 9.1(c).

"Funding Sources" shall have the meaning set forth in Section 2.2 herein.

"Joint Powers Authority" or "Authority" means the joint powers authority, called the "Porterville Area Development Authority" formed by the City and the Tribe pursuant to Government Code Section 6500 *et seq.*, and attached hereto as Exhibit C.

"Non-Defaulting Party" means a party that is enforcing provisions of this Agreement against a Defaulting Party.

"Notice of Default" means a written notice of default delivered by a Non-Defaulting Party to a Defaulting Party, which notice shall explain in detail the nature of the default and make a specific demand for cure.

“Pre-Construction Costs” means the costs in connection with the planning, investigation, design, approval, and permitting of the Wastewater Improvements, TWSF, and Storm Drain Retention Basin Improvements incurred prior to the execution of a construction contract All Improvements.

“Plans” means the designs, detailed bid documents, construction plans, specifications, and construction contracts for the TWSF, Wastewater Improvements, or Storm Drain Retention Basin Improvements prepared or to be prepared at the direction of the Tribe pursuant to Section 5.1 hereof.

“Project” means the casino-resort development to be constructed within a 40-acre site the Tribe owns near the Porterville Airport within the City, which may include a casino, a 250- room hotel, food and beverage facilities, administrative space, a multi-purpose events center, a conference center and associated parking and infrastructure and other uses that may be developed by the Tribe

“Reimbursable Account” means the accounts maintained by the City on behalf of the Authority for identifying and tracking the status of payments made to a contractor (including any payment requests submitted by the Tribe to the City) for all or any part of the TWSF, Wastewater Improvements or Storm Drain Retention Basin Improvements as identified in Exhibit B to be accepted by City.

“State” means the State of California.

“Storm Drain Retention Basin Improvements” means the _retention basin improvements to be located on City-owned property at the intersection of Road 216 and Avenue 218 (see Exhibit AB), to be designed and constructed by the Tribe and owned by the City.

“Tribe” means Tule River Tribe, a federally-recognized Indian tribe.

“TWSF” means generally, the Tertiary Wastewater System Facilities, which includes the tertiary wastewater treatment plant and associated storage, a pump station and recycled water transmission pipelines to serve the Project and the City Sports Complex. Recycled water from the TWSF will be conveyed to the existing irrigation system meters at the City Sports Complex, which are to be owned by the City. The specific TWSF and Components are those listed in Exhibit AB, as revised from time to time. It is anticipated that the existing irrigation system for the City Sports Complex will be used to distribute recycled water and will continue to be owned by City.

“Wastewater Improvements” means planning, permitting, design and construction of repairs, replacements and improvements related the City’s existing wastewater collection system and as conveyed through Lift Station Nos. 7 and 12, including approximately 800 feet of transmission main, to current City specifications and to increase capacity to serve the Tribe’s Project, to be acquired, operated and maintained by the City and financed with the assistance of the Authority.

ARTICLE II

MITIGATION OBLIGATION OF THE TRIBE

Section 2.1 Mitigation of Impacts from Development of the Property.

(a) The City and the Tribe have met and reviewed the Tribe’s intended development of the Project and confirmed the impacts anticipated to occur to the City’s water and wastewater facilities from the development of the Project, as described in the federal environmental impact statement and record of decision issued during September 2019. The Parties have determined that the development of the Project will create a need for the construction of the TWSF to be owned and operated by the City, the Wastewater

Improvements, and the relocation of Storm Drain Retention Basin Improvements to ultimately serve the Project.

(b) To mitigate these impacts, the City, in order to ensure consistency of the Project with its land development standards, has requested that the Tribe do the following (collectively, the “Mitigation Obligation”):

(i) timely provide for the funding of the costs to investigate, design, plan, and test for a demonstration period until acceptance by and transfer of the TWSF to the City for operation by the City, as set forth in this Agreement;

(ii) timely provide for the funding for and design of the TWSF in accordance with this Agreement; and

(iii) construct and dedicate to City the Wastewater Improvements, and

(iv) Design and construct the relocated Storm Drain Retention Basin Improvements.

It is the intention of the Parties that the Mitigation Obligation be financed by the City, with the Tribe’s portion of costs reimbursed to the City, as provided in this Agreement.

Section 2.2 **Funding Sources for Mitigation Obligation.** The sources for funding the Mitigation Obligation shall include all advances made by the Tribe to date related to the Mitigation Obligation, as well as the advances to be made by the City in accordance with Section 6.1 (collectively, the “Funding Sources”).

ARTICLE III

BOND PROCEEDS

Section 3.1 **Issuance of Bonds.** The City has issued one or more bonds or other obligations or indebtedness for the purpose of financing the acquisition and construction of the TWSF, Wastewater Improvements, and Storm Drain Retention Basin Improvements.

ARTICLE IV

CONSTRUCTION SECURITY

Section 4.1 In light of City’s obligations under Section 6.1(b) to fully fund the construction prior to commencement of work, no additional security is required.

ARTICLE V

CONSTRUCTION OF IMPROVEMENTS

Section 5.1 **Preparation and Approval of Plans and Specifications.** To the extent that it has not already done so, the Tribe shall cause Plans to be prepared for All Improvements to be constructed by the Tribe. The Plans shall conform to the public works requirements set forth in Section 5.4 below. All Plans shall be subject to review and written approval by the City which shall not be unreasonably withheld. Preliminary and final plans and specifications to be constructed by the Tribe shall be submitted to the City for review and approval, which shall not

be unreasonably withheld. The City may delegate these responsibilities to the engineering staff of the City.

Section 5.2 Upsizing of TWSF. The TWSF will be designed to produce sufficient recycled water to serve the needs of the Project and the City Sports Complex. The Parties do not at this time reasonably expect that the size of the facilities will need to be increased (“Upsizing”) beyond the planned production capacity. However, in the event that: (1) the City determines Upsizing would be necessary or desirable to accommodate its needs; and (2) the City completes, or causes to be completed, any necessary environmental review for any proposed Upsizing pursuant to CEQA; and (3) the Tribe has not commenced final design of the TWSF, then the City may request Upsizing of facilities at its sole cost and expense.

Section 5.3 Duty of the Tribe to Construct and Convey. The Tribe shall construct All Improvements in the manner set forth herein, and convey the Improvements to the City in the manner set forth herein. The Tribe shall construct or cause to be constructed the Improvements in accordance with the approved Plans. The Tribe shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken.

Section 5.4 Public Works Requirements. In order to insure that the Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, the City, the Tribe shall comply with the following requirements or shall cause such requirements to be complied with, or, shall comply with the requirements set forth in each specific facility’s takeover agreement:

(a) The Tribe shall publicly advertise for, and solicit and seek at least three independent bids; provided, however, the Tribe may proceed with fewer than three bids if three bids were not reasonably available at the time of the bid.

(b) Bids shall be submitted to the Tribe either via hard copy or email.

(c) The Tribe shall submit to the City and Authority written evidence of its competitive bidding procedures set forth herein, listing of all responsive bids and their amounts and the name or names of the contractor or contractors to whom the Tribe proposed to award the contracts for such construction. A tabulation of all bids shall be maintained by the Tribe and provided to the City and/or Authority upon written request.

(d) The Tribe shall provide the City with a list of a recommended contractor or contractors, in writing, within five (5) business days after the Tribe receives and evaluates the written bid proposals.

(e) The contract for the construction of the Project shall be awarded to the responsible bidder submitting the lowest responsive bid for the construction of the Project or, if the Tribe elects to perform the work, the Tribe shall perform the work at the prices specified in the bid of the lowest responsible bidder. If the Authority reasonably disapproves any such contractor, the Tribe will select the next lowest responsible bidder from the competitive bids received who is acceptable to the Tribe and the Authority.

(f) The Tribe shall require, and the specifications and bid and contract documents shall require, all contractors engaged to perform work on the Improvements to pay prevailing wages and to

otherwise comply with applicable provisions of the California Labor Code, the California Government Code and the California Public Contracts Code.

(g) Each contractor engaged to perform work shall be required to furnish (x) labor and material payment bonds, and (y) contract performance bonds, each in an amount equal to 100% of the contract price naming the Tribe and the Authority, or the Tribe, as obligees and issued by insurance or surety companies approved by the Authority. All such bonds shall be in a form approved by the Authority, which approval will not be unreasonably withheld. Rather than requiring its contractors to provide such bonds, the Tribe may elect to provide the same for the benefit of its contractors.

(h) Each contractor engaged to perform work shall be required to provide proof of insurance coverage conforming to the requirements of Section 6.6 hereof throughout the term of the construction, and such contractor shall be required to perform such work in conformance with all applicable federal and State law and the ordinances and policies of the City.

(i) The Tribe and all such contractors shall comply with such other requirements relating to the construction as the City may impose by written notification delivered to the Tribe and each such contractor, to the extent required as a result of changes in applicable State or federal laws or the ordinances and policies of the City (as applicable).

(j) The Tribe shall provide proof to the City and the Authority, at such intervals and in such form as the City and Authority may require, that the foregoing requirements have been satisfied as to the TWSF.

Section 5.5 Inspection; Completion of Construction. The City shall have primary responsibility for providing inspection of the work of construction to ensure that the work of construction is accomplished in accordance with the Plans. The City may inspect the construction with its own personnel or it may engage an outside consultant to perform such inspection. The Tribe may also inspect the work of construction. The City personnel or inspection consultant, as applicable, shall have access to the site of the work of construction at all reasonable times for the purpose of accomplishing such inspection. Upon the completion of the construction of the TWSF to the satisfaction of the City's inspectors, as applicable, the Tribe shall notify the City or the City's Engineer, as applicable, in writing that the construction of the TWSF has been completed in accordance with the Plans.

Upon receiving such written notification from the Tribe, and upon receipt of written notification from its inspectors that construction has been completed in accordance with the Plans and the City's requirements (as applicable), the City shall, without unreasonable delay, notify the Tribe in writing that the construction of has been satisfactorily completed. Upon receiving such notification, the Tribe shall forthwith file a Notice of Completion pursuant to the provisions of Section 8182 of the California Civil Code. The Tribe shall furnish to the City a copy of each such Notice of Completion showing thereon the date of filing with said County Recorder.

Section 5.6 Insurance Requirements. The Tribe shall, at all times prior to the final Acceptance Date, maintain, deliver to the City and keep in full force and effect, or cause to be maintained, delivered to the City and keep in full force and effect, insurance in conformance with the requirements set forth below. The Tribe will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, it will be amended to do so. The Tribe acknowledges that the insurance coverage and policy limits set forth in this Section constitute the minimum amount of coverage required. Any insurance

proceeds in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Section 5.7 Ownership of TWSF. Notwithstanding the fact that some or all of the TWSF may be constructed on City-owned property, or in dedicated street rights-of-way or on property which has been or will be dedicated to the Authority, the TWSF shall be and remain the property of the Tribe until title thereto is conveyed to and accepted by the City as provided herein.

Section 5.8 Dedication of TWSF Site and Easements to the AuthorityCity. Acceptable Title to the site upon which the TWSF lies shall be conveyed to the City by way of grant deed or dedication of such property, and any easements thereon, if such easements are approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain the any portion of the TWSF located therein, thereon or thereover, and to permit the Tribe to perform its obligations as set forth in this Agreement. The sites upon which the TWSF are to be constructed shall be conveyed to the City, and developed by the Tribe in accordance with applicable City's standards for development of the Project.

ARTICLE VI

FUNDING OF ALL IMPROVEMENTS

Section 6.1 Funding.

(a) The Parties agree that 2/3 of the total actual cost of the TWSF and the Wastewater Improvements, and the total actual cost of the Storm Drain Retention Basin Improvements shall be the responsibility of the City, and 1/3 of the actual cost of the TWSF and Wastewater Improvements, and none of the actual cost of the Storm Drain Retention Basin Improvements shall be the responsibility of the Tribe.

(b) As referenced in Section 2.2 above, the City has obtained funding for its cost share of All Improvements and is able and willing to advance the total costs of All Improvements, as funds are needed to pay those costs and in accord with this Agreement. The City agrees to place requested funds in the full amount of the estimated construction costs in an Escrow Account held in the JPA's name, on or by the date specified by the JPA, in advance of the construction of All Improvements, and the JPA shall duly authorize disbursements to the Tribe for the payment of the construction costs. As actual costs are incurred by the Tribe, the Tribe shall provide to the JPA the records of those actual costs incurred. The estimated construction costs shall be recalculated as actual costs are incurred, and the City shall deposit additional funds in the Escrow Account if needed and requested by the JPA, for purposes including but not limited to additional funding required to cover revised actual costs or change orders related to the construction of all improvements.

(c) Upon full completion and acceptance of All Improvements, and upon full payment of all invoices and claims for materials and labor, and the expiration of all applicable periods for the filing of liens, stop-notice claims etc. (or resolution of any and all claims to the satisfaction of the JPA), the JPA shall reimburse any and all remaining funds in the Escrow Account to City. To the extent there are any claims for which there exists insufficient funds in the Escrow Account, City agrees to deposit additional funding for the coverage of those claims if required by the JPA. Upon completion of All Improvements,

and full reimbursement from (or full depletion of) the Escrow Account, the Escrow Account shall be closed.

(d) Upon full completion and acceptance of All Improvements, and full payment of invoices and claims as set forth in subsection (c) above, the JPA will establish, on the basis set forth in this Agreement herein, the total reimbursement amount to be paid by the Tribe, in the manner set forth in this Agreement (“Reimbursement Amount”).

ARTICLE VII

REIMBURSEMENT

Section 7.1 Reimbursement.

(a) The Tribe agrees to pay the Reimbursement Amount as set forth in this Agreement. To that end the Parties shall execute the Development Costs Reimbursement Plan and Development Costs Reimbursement Promissory Note, the form of which are attached hereto as Exhibit CD.

(b) In consideration of the benefits the City will receive from the development of All Improvements set forth in this Agreement, the City agrees that it will not require full reimbursement of the Tribe’s actual cost share until _____ or ten (10) years after completion of All Improvements, whichever occurs first.

(b) The Tribe agrees that it will make annual payments to the City, with the first payment due on _____, 2022 and the subsequent payments due every _____ thereafter. The payment scheduled is attached hereto as Exhibit _____

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION; DAMAGES

Section 8.1 Representations, Warranties and Covenants of the Tribe.

The Tribe makes the following representations, warranties and covenants for the benefit of the City and the Authority:

(a) Organization. The Tribe represents and warrants that the Tribe is a federally-recognized Indian Tribe and that the Tribe owns the 40-acre Airpark Property and has the authority to carry on its business as contemplated.

(b) Authority. The Tribe represents and warrants that the Tribe has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered by, and this Agreement has been duly and validly executed and delivered on behalf of, the Tribe.

(c) Binding Obligation. The Tribe represents and warrants that this Agreement is a valid and binding obligation of the Tribe and is enforceable against the Tribe in accordance with its terms.

(d) Completion of Improvements. The Tribe covenants that it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause the Improvements to be completed in accordance with this Agreement.

(e) Compliance with Laws. The Tribe covenants that it will not commit, suffer or permit any act to be done in, upon or to the TWSF or any of the Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the Property, the TWSF, or the Improvements.

(f) Financial Records. Until the final Acceptance Date of the Improvements, the Tribe covenants to maintain proper books of record and account for the Improvements and all costs related thereto. The Tribe covenants that such accounting books will be maintained in accordance with generally accepted accounting principles, and will be available for inspection by the City, and their respective agents, at any reasonable time during regular business hours on reasonable notice.

(g) No Material Impediment. The Tribe represents and warrants that to the best of the Tribe's knowledge there is no material impediment to the Tribe's proceeding with and completing the acquisition, construction, and installation of the Improvements or to the development of the Property as contemplated by the Tribe.

Section 8.2 Representations, Warranties and Covenants of the City and the Authority.

(a) The City makes the following representations, warranties and covenants for the benefit of the Tribe:

(i) Authority. The City represents and warrants that the City has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered by, and this Agreement has been duly and validly executed and delivered on behalf of, the City.

(ii) Binding Obligation. The City represents and warrants that this Agreement is a valid and binding obligation of the City and is enforceable against the City in accordance with its terms.

(iii) Completion of TWSF. The City covenants that it will use its reasonable and diligent efforts to take all actions which may be lawfully required of it in issuing permits, processing and approving Plans and inspecting the TWSF in accordance with this Agreement.

(iv) Financial Records. The City covenants to maintain proper books of record and account with respect to all funds and accounts described in this Agreement.

(v) Permits. The City represents and warrants that it has no actual knowledge of any material impediment to the Tribe's proceeding or completing the acquisition, construction and installation of any of the TWSF as contemplated by this Agreement and the existing land use approvals with respect to the Project.

(b) The Authority makes the following representations and warranties for the benefit of the Tribe:

(i) Authority. The Authority represents and warrants that the Authority has the power and authority to enter into this Agreement, and has taken all action necessary to cause this

Agreement to be executed and delivered by, and this Agreement has been duly and validly executed and delivered on behalf of, the Authority.

(ii) Binding Obligation. The Authority represents and warrants that this Agreement is a valid and binding obligation of the Authority and is enforceable against the Authority in accordance with its terms

Section 8.3 Indemnification.

(a) The Tribe agrees to protect, indemnify, defend and hold the City and the Authority, and their respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs which the City or the Authority or their respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against or recovered or obtained from the City or the Authority or their respective officers, employees or agents, or any combination, thereof as a result of or by reason of or arising out of or in consequence of the acquisition, construction, or installation of the TWSF. If the Tribe fails to do so, the City and the Authority each shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any reasonable attorneys' fees or court costs, to and recover the same from the Tribe.

(b) No indemnification is required to be paid by the Tribe for any claim, loss or expense arising from (a) the willful misconduct or negligence of the City or the Authority, or their respective officers, employees or agents, or (b) a default hereunder by the City or the Authority.

(c) The provisions of this Section 8.3 shall survive the termination of this Agreement.

ARTICLE IX

EVENTS OF DEFAULT; REMEDIES; JUDICIAL REFERENCE

Section 9.1 Default.

(a) Time is of the essence with respect to this Agreement and each obligation of a party set forth herein. If a Non-Defaulting Party determines that the Defaulting Party is in breach of its obligations under this Agreement, the Non-Defaulting Party shall provide the Defaulting Party with a Notice of Default.

(b) A Defaulting Party shall have:

(i) fourteen (14) calendar days after receipt of any Notice of Default to fully cure a monetary default (i.e., failure to pay money or secure the payment of money) with each time period commencing on the day after the Defaulting Party receives the Notice of Default of such monetary default; and

(ii) forty-five (45) calendar days after receipt of any Notice of Default to fully cure a default other than a monetary default with each time period commencing on the day after the Defaulting Party receives the Notice of Default of such default. However, if such default is of a nature that, in the exercise of reasonable diligence, more than forty-five (45) calendar days but less than one hundred twenty (120) calendar days are required to cure such default, no Event of Default shall be deemed to have occurred under this paragraph if the Defaulting Party commences to cure such default within said forty-

five (45) calendar days period and is thereafter actively and diligently pursuing such cure to completion, and, in fact, cures such default within said one hundred twenty (120) calendar day period.

(c) If the Defaulting Party fails to cure the default within the foregoing time frames, an “Event of Default” shall be deemed to occur. If subsequent to the occurrence of an Event of Default, the Defaulting Party cures the default, then the Event of Default shall no longer be continuing and said Event of Default shall be deemed cured.

Section 9.2 Remedies. An Event of Default shall not terminate this Agreement and the provisions of this Agreement, including without limitation, the covenants of the Parties set forth in this Agreement shall continue in full force and effect, except as modified as the result of the Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Non-Defaulting Party shall be entitled to all legal and equitable remedies permitted. The Parties shall be entitled to interim or permanent injunctive relief if the circumstances warrant.

Section 9.3 Dispute Resolution; Limited Waiver of Sovereign Immunity.

(a) **Limited Waiver of Sovereign Immunity.** In the event of a dispute between the Tribe and the City over the interpretation, application, or enforcement of this Agreement, the Tribe hereby expressly grants to the City a limited waiver of the Tribe’s sovereign immunity, solely for actions brought by the City, in accordance with the dispute resolution provisions provided herein; provided, however, that any award shall be limited to actual damages and shall specifically exclude punitive, consequential, incidental, expectancy and all other special damages. This limited waiver of sovereign immunity does not extend to any action brought against any Tribal Council Member, Tribal employee, Tribal agent, Tribal member, or any other individual acting on behalf of the Tribe. This limited waiver of sovereign immunity shall not diminish or otherwise affect any defense or immunity to which such persons are entitled under the laws of the applicable jurisdiction. Except as expressly set forth herein, the Tribe does not waive, limit or modify its sovereign immunity.

(b) **Dispute Resolution.** The Tribe and the City agree to submit any dispute related to the interpretation, application, or enforcement of this Agreement, regardless of which party makes the submission, only to the binding arbitration and other dispute resolution provisions explicitly set forth herein.

(i) **Meet and Confer.** Prior to filing an action hereunder, the applicable party must first raise the disputed matter by written notice to the other party requesting to a Meet and Confer. Said notice shall suggest a date, time and place for the meeting. The Tribe and the City may jointly decide to meet at another time and place; provided, however, that the Parties agree that such meeting shall commence within fifteen (15) calendar days after the date that the original notice was given to the applicable party, unless the Parties agree that there is good cause to extend this time limit. The Parties agree that the Meet and Confer, including proceedings or discussions concerning the proposed Meet and Confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a Meet and Confer by any party or a party’s agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the Meet and Confer. Absent mutual consent of the Parties, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15)

calendar days, then the Meet and Confer obligation imposed under this Section shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies under this Agreement herein, unless the reason for such failure to Meet and Confer is the refusal of the party asserting a claim to participate in the Meet and Confer, in which event said claim will be deemed to have been waived.

(ii) Arbitration. Following the satisfaction of the Meet and Confer requirement, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the Meet and Confer must be resolved through binding arbitration. The arbitration shall be held only in accordance with the following procedures:

(A) Either party may initiate the applicable arbitration by delivering a written notice to the other party that states the specific issue(s) in dispute, the relevant provision(s) of the Agreement, and the relief requested.

(B) Within twenty-one (21) calendar days after delivery of such notice, each party shall notify the other of the name of a practicing lawyer or retired judge with whom the notifying party desires to have serve as an arbitrator. The lawyer or retired judge shall have experience in easements and other right-of-ways on federal Indian land, and have (and whose law firm, if applicable, has) at no time represented or acted on behalf of either of the Parties or any person with control over either of the Parties. If either party fails to act within the twenty-one (21) calendar day period, the arbitrator who should have been appointed by that party will be appointed pursuant to the same procedures followed when agreement cannot be reached as to the third arbitrator.

(C) Within ten (10) calendar days after arbitrators are appointed by each party, the two appointed arbitrators shall meet (in person or by phone) to appoint a third arbitrator with the same qualifications and background. Together, the three arbitrators shall comprise the Arbitration Panel. In the event agreement cannot be reached on the appointment of a third arbitrator at the meeting held within the ten (10) calendar day period, the third arbitrator shall be selected by the Judicial Arbitration and Mediation Service (“JAMS”), or such other reputable provider of Alternative Dispute Resolution (“ADR”) services as may be agreed by the Parties or, in the absence of such agreement, by the party requesting arbitration. In the event of any subsequent vacancy or inability to perform, the arbitrator who resigns or becomes unable to perform shall be replaced in accordance with the provision of this Section as if such replacement were an initial appointment to be made hereunder. Notwithstanding the foregoing, the Parties may agree to use a single arbitrator as the Arbitration Panel, provided that the Parties agree on the arbitrator to be appointed.

(D) Each party shall have the right to conduct discovery in connection with the arbitration proceedings, but such discovery shall be limited to the pre-hearing production of relevant documents and to such depositions, limited both in number of depositions and duration, as the Arbitration Panel may approve by majority vote.

(E) The Arbitration Panel shall hear any and all issues of law and of fact properly raised pursuant to the procedures herein and shall make its decision by majority vote within thirty (30) calendar days after the close of evidence and briefing in the arbitration. The decision shall be issued in writing and include

findings of fact, conclusions of law, and the reasons on which the decision is based.

(F) The Arbitration Panel shall have no power to vary or modify any terms of this Agreement, or to decline or fail to follow applicable tribal, state or federal statutory or common law.

(G) Each party to the arbitration shall pay its own attorneys' and expert witness fees and any other costs associated with the arbitration. The Arbitration Panel shall determine by majority vote who shall bear the fees and expenses of the Arbitration Panel or whether the fees and expenses of the Arbitration Panel shall be shared by the Parties, and if so, in what proportions. The Arbitration Panel's determination as to the allocation of the fees and expenses of the arbitration shall be binding on the Parties.

(H) The arbitration shall be held at a mutually agreeable location within Tulare County, California.

(iii) Jurisdiction of Courts. A party that has participated in arbitration as set forth in this Section (or who has made a good faith effort to do so despite the other's failure to participate) may initiate judicial proceedings to confirm, enforce or vacate the applicable arbitration award in the United States District Court for the Eastern District of California. If, and only if, the United States District Court for the Eastern District of California determines that it is without jurisdiction, the Tribe consents to be sued in the Superior Court of the State of California for the County of Tulare, but solely to compel, enforce, modify or vacate any arbitration award.

Section 9.4 Applicable Law. This Agreement is entered into in the State of California and applicable California and federal law shall apply to the interpretation and construction of all of its provisions.

Section 9.5 Allocation of Costs. The costs of the arbitrator shall be borne equally by the Parties to the dispute. If either party refuses to pay its share of the costs of the proceeding at the time required, the other party may do so in which event that party shall be entitled to recover (or offset) the amount advanced, with interest at the maximum rate permitted by law, even if that party is not the prevailing party. The arbitrator shall include such costs in his judgment or award.

Section 9.6 Attorneys' Fees. The Parties shall be responsible for their own attorneys' fees, costs, and expenses incurred as a result of any dispute among the Parties, including, but not limited to, any mediation, arbitration or litigation.

ARTICLE X

MISCELLANEOUS

Section 10.1 The Tribe as Independent Contractor. In performing under this Agreement, it is mutually understood that the Tribe is acting as an independent contractor, and not an agent of the City. The City shall have no responsibility for payment to any contractor, subcontractor or supplier of the Tribe.

Section 10.2 Other Agreements. Nothing contained herein shall be construed as affecting the Parties' respective duty to perform their respective obligations under other

agreements, land use regulations or subdivision requirements relating to the development of the Property, which obligations are and shall remain independent of the Tribe's rights and obligations, and the City's rights and obligations, under this Agreement; *provided, however*, that the Tribe shall use its reasonable and diligent efforts to perform each and every covenant to be performed by it under any lien or encumbrance, lease, sublease, instrument, declaration, covenant, condition, restriction, license, order, or other agreement, the nonperformance of which would or may materially and adversely affect the acquisition, construction and installation of the TWSF.

Section 10.3 Binding on Successors and Assigns. Neither this Agreement nor the duties and obligations of the Tribe hereunder may be assigned without the written consent of the City. The agreements and covenants included herein shall be binding on and inure to the benefit of any partners, permitted assigns, and successors-in-interest of the Parties hereto.

Section 10.4 No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City, and the Tribe (and their respective successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 10.5 Notices. All notices required or permitted by this Agreement shall be in writing and may be delivered in person (by hand delivery or professional messenger service) to each party or may be sent by registered or certified mail, with postage prepaid, return receipt requested or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier service guaranteeing overnight delivery, charges prepaid, or may be transmitted by facsimile transmission and addressed as follows:

Tule River Tribe:	Tule River Indian Tribe Attn: William Garfield, Chairman 340 N. Reservation Road Porterville, CA 93257 T: (559) 781-4271 E: William.Garfield@tulerivertribe-nsn.gov
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With a copy to:	Procopio, Cory, Hargreaves & Savitch LLP Attn: Kerry Patterson 525 B Street, Suite 2200 San Diego, CA 92101 T: (619) 515-3295 E: kerry.patterson@procopio.com
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City of Porterville and the Authority:	McCormick, Kabot, Jenner & Lew Attn: Julia Lew, City Attorney 4010 South Demaree Street Visalia, CA 93277 T: (559) 734-6729 E: jmlew@mkjw.com
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Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. If any notice is transmitted by electronic mail or similar means, the same shall be deemed served or delivered upon confirmation of transmission and receipt thereof. Any notice or other document sent by any other manner shall be effective only upon actual receipt thereof. Any party may change its address for purposes of this paragraph by giving notice to the other Parties as provided herein.

Section 10.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 10.7 Excusable Delay. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes, or other acts of God, war, civil commotion, terrorist activity, riots, strikes, picketing, or other labor disputes, damage to work in progress by casualty, or by other cause beyond the reasonable control of the party, then the specified time for performance shall be extended by the amount of the delay actually so caused.

Section 10.8 Interpretation Guides. This Agreement has been prepared by the Parties jointly, and no ambiguity shall be resolved against either party on the premise that it was, or its attorneys were, responsible for drafting this Agreement or any provision herein. The captions and headings set forth herein are for convenience only and in no way establish, define or limit the scope or intent of any Article, Section, Subsection, Subdivision or other provision of this Agreement. Any reference herein to an Article, Section, Subsection, or Subdivision, unless specified otherwise, shall be a reference to an Article, Section, Subsection or Subdivision of this Agreement.

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

Tule River Tribe

By: _____
Name: William Garfield
Title: Chairman

City of Porterville

By: _____
Name: [Adrian Monte Reyes](#)
Title: [Mayor](#)

Porterville Area Development Authority

By: _____
Name:
Title:

EXHIBIT A

THE ~~PROPERTY~~CASINO PROJECT

EXHIBIT B

**THE WWTF, WASTEWATER IMPROVEMENTS & STORM DRAM RETENTION BASIN,
AND ESTIMATED COSTS FOR IMPROVEMENTS**

EXHIBIT C

JOINT POWERS AUTHORITY AGREEMENT

EXHIBIT D

DEVELOPMENT COSTS REIMBURSEMENT PAYMENT PLAN AND PROMISSORY NOTE

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY OF PORTERVILLE
291 N. MAIN STREET
PORTERVILLE, CA 93257
ATTN: P. Hildreth

DEVELOPMENT COSTS REIMBURSEMENT PAYMENT PLAN

Pursuant to Resolution No. _____ of the City of Porterville, Tule River Indian Tribe, owner of real property located at 1850 S. West Street, Porterville, Tulare County, California, legally described as:

(SEE ATTACHED EXHIBIT A)

agrees to pay the City of Porterville the amount of \$_____ at the rate of \$_____ for nine equal payments and a final payment of \$_____. The first of said payments shall be due, on or about _____ (at the time _____), and subsequent payment shall be made on the ____ day of _____ of each year thereafter until the principal has been paid in full. The principal sum due up front is for (improvements)_____ f or the property located at , Porterville.

In the event any installment of principal is delinquent for a period in excess of ninety (90) days (a "Default"), late charges shall be applied to the unpaid installment in accordance with City policy; specifically, the parties agree that a late charge equal to interest on the principal amount as if it had been accruing from the date the first payment was due, will

be assessed and will continue until such time as the deferred amounts are repaid in full or the Default is cured, at the default rate of the lesser of seven percent (7%), compounded annually, or the highest rate permitted by law. A Promissory Note shall be executed in conjunction with the execution of this Agreement.

Should the installment remain unpaid for an additional 90 days, City may provide Tule River Indian Tribe a written notice that the utility services may be disconnected, and if the installment remains unpaid for an additional 30 days after such written notice, City utility services may be disconnected.

Sections 9.1 (Limited Waiver of Sovereign Immunity) and 9.2 (Dispute Resolution) of the Joint Powers Agreement between the City of Porterville and the Tule River Tribe for Development of Wastewater and Recycled Water System Facilities Establishing the Porterville Area Development Authority between the City and the Tule River Tribe are incorporated by reference herein.

Dated this _____ day of _____

FOR TULE RIVER INDIAN TRIBE

[name]
[title]

APPROVED AS TO FORM:

[SIGNATURES CONTINUED ON NEXT PAGE]

FOR THE CITY OF PORTERVILLE

Adrian Monte Reyes, Mayor

John Lollis, City Clerk

APPROVED AS TO FORM

Julia M. Lew, City Attorney

EXHIBIT A

CITY OF PORTERVILLE
DEVELOPMENT COSTS REIMBURSEMENT PAYMENT PLAN

NOTE
AGREEMENT/LOAN NUMBER _____

\$ _____

Porterville, California

Dated: _____

FOR VALUE RECEIVED, the Tule River Indian Tribe, a _____
("Borrower"), promises to pay to the City of Porterville, a public body corporate and
politic, (the "City"), or order, the principal sum of
_____ (\$ _____).

1. Borrower's Obligation. This promissory note (the "Note") evidences the Borrower's obligation to pay the City the principal amount of (\$ _____) for the development fees deferred to the Borrower by City related to the _____ project and Development Costs Reimbursement Payment Plan, dated _____ (the "City Reimbursement Agreement"). All capitalized terms not otherwise defined in this Note shall have the meaning set forth in the City Reimbursement Agreement.

2. Interest. The City Reimbursement Agreement provides for an interest free loan unless Borrower fails to pay under the terms of the Agreement. If a Default occurs (as defined in the City Reimbursement Agreement), a charge equal to interest on the principal amount as if it had been accruing from the date the first payment was due, will be assessed and will continue until such time as the deferred amounts are repaid in full or the Default is cured, at the default rate of the lesser of seven percent (7%), compounded annually, or the highest rate permitted by law.

3. Terms and Repayment Requirements. The term of this Note (the "Term"), shall commence with the date of this Note and shall expire on the date that is ten (10) years after receipt of the first payment under the City Reimbursement Agreement. This Note shall be due and payable as set forth in the City Reimbursement Agreement.

4. No Assumption. This Note shall not be assumable by the successors and assigns of Borrower without the prior written consent of the City.

5. ~~Nonrecourse~~Unsecured. This is an ~~nonrecourseunsecured~~ obligation of the Borrower.

6. Terms of Payment.

(a) All payments due under this Note shall be paid in currency of the United State of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note shall be paid to City at the office of the City, 291 North Main Street, Porterville, California 93257, Attn: City Manager, or to such other place as the City may from time to time designate in writing.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of the Borrower under this Note, if, for any reason whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that the City may legally charge under the laws of the State of California, then the amount by which payments exceeds the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall the Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

(d) Notwithstanding anything to the contrary herein or the City Reimbursement Agreement, this Note shall be nonrecourse to Borrower and its partners.

7. Default.

(a) Any Default under the City Reimbursement Agreement shall be an Event of Default under this Note, including but not limited to failure to pay any payment required under the terms and conditions therein.

(b) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note shall at the option of the City become immediately due and payable upon written notice by the City to the Borrower without further demand.

(c) The failure to exercise the remedy set forth in Subsection 7(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by City of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option without the express consent of the City, except as and to the extent otherwise provided by law.

8. Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of the Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the City may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the City with any person now or hereafter liable

for payment of this Note shall operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

(c) The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

(a) All notices to the City or the Borrowers shall be given in the manner and at the addresses set forth in the City Reimbursement Agreement, or to such addresses as the City and the Borrower may hereinafter designate.

(b) The Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by the City in the enforcement of the provisions of the Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligation hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the City Fee Agreement Documents, the Joint Powers Agreement between the City of Porterville and the Tule River Tribe for Development of Wastewater and Recycled Water System Facilities Establishing the Porterville Area Development Authority, and the Development and Reimbursement Agreement for Wastewater and Recycled Water System Facilities and Improvements, together contain the entire agreement between the parties as to the [REDACTED]. It may not be modified except upon written consent of the parties.

(g) Sections 9.1 (Limited Waiver of Sovereign Immunity) and 9.2 (Dispute Resolution) of the Joint Powers Agreement between the City of Porterville and the Tule River Tribe for Development of Wastewater and Recycled Water System Facilities Establishing the Porterville Area Development Authority between the City and the Tule River Tribe are incorporated by reference herein.

[SIGNATURE PAGE FOLLOWS]

Tule River Indian Tribe

By: _____

Its: _____

City of Porterville

By: _____

Its: _____

JOINT POWERS AGREEMENT
BETWEEN
CITY OF PORTERVILLE AND
THE TULE RIVER TRIBE
FOR DEVELOPMENT OF WASTEWATER AND RECYCLED WATER SYSTEM
FACILITIES ESTABLISHING THE
PORTERVILLE RECYCLED WATER AUTHORITY

This Joint Powers Agreement (“Agreement”) is entered into and executed as of May 19, 2020, by and between the City of Porterville, a California charter city (“City”), and the Tule River Tribe, a federally-recognized Indian tribe (“Tribe”), pursuant to the Joint Exercise of Powers Act (Gov. Code, § 6500 *et seq.*), who may be referred to herein as the “Parties.”

RECITALS

A. WHEREAS, the City is authorized to enter into a joint powers agreement for the purpose of owning, operating and financing wastewater facilities, including without limitation wastewater system facilities and facilities for the production, delivery and sale of recycled water; and

B. WHEREAS, the Tribe is a public agency for the purposes of California Government Code Section 6500 with full authority to enter into a joint powers agreement with the City; and

C. WHEREAS, the City operates wastewater facilities which provide secondary treatment of sewage and wishes to manage potable water supplies available within the City by making recycled water available for a variety of uses currently supplied with potable water, including irrigation of the City Sports Complex, and irrigation and other uses within the Casino Project being developed by the Tribe; and

D. WHEREAS, a joint powers authority between the City and the Tribe has the power to develop, construct, finance and operate wastewater system and water recycling facilities, including, but not limited to under the Marks-Roos Local Bond Pooling Act of 1985 (Gov. Code, § 6584, *et seq.*).

AGREEMENT

NOW THEREFORE, in consideration of their mutual promises and undertakings set forth herein, the parties agree as follows:

ARTICLE 1. PURPOSE AND POWERS.

1.1 Purpose and Powers. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500, relating to the joint powers common to public agencies. The purpose of this Agreement is to exercise the parties’ joint powers, specifically including, but not limited to:

1.1.1 Public contracting and purchasing related to or the construction, maintenance, repair, improvement and expansion and operation of wastewater collection, treatment, and disposal, including without limitation water recycling and distribution facilities and the production, distribution and sale of recycled water.

1.1.2 Exercising all other powers as may be authorized by law, in addition to the specific powers enumerated herein.

1.2 Designation Per Government Code § 6509. To the extent required by law, the powers exercised by the parties pursuant to this Agreement shall be subject to the restrictions upon the manner of exercising such powers of the City.

ARTICLE 2. CREATION OF AUTHORITY; CITY TO ADMINISTER

2.1 Creation of Authority. The Porterville Recycled Water Authority (“Authority”) is hereby created which shall be a public entity separate from the parties to this Agreement. The Authority shall be responsible for its own debts, liabilities and obligations.

2.2 Delegation of Authority to the City. The parties delegate authority to the City to administer this Agreement, including advertising, selecting and entering into contracts, and acting on Authority’s behalf in connection with future agreements entered into between the parties, including but not limited to an Agreement For Provision of Recycled Water And Tertiary Wastewater Management Facilities For the Tule River Tribe Development Project (dated _____), as amended from time to time; and an Agreement for Development of Wastewater and Recycled Water System Facilities and Improvements (dated ____), as amended from time to time.

ARTICLE 3. GOVERNANCE

3.1 Party Representatives. The City shall be entitled to three voting representatives on the Board of the Authority, as appointed by the City Council. Unless otherwise determined by the City, the City Manager shall additionally be, *ex officio*, a member of the Board. The Tribe shall be entitled to two voting representatives, appointed by the Tribal Council. Unless otherwise determined by the Tribe, the Tribal Chairperson shall additionally be, *ex officio*, a member of the Board. Each Party may designate one alternate Board member by notifying the Authority and the other Party in writing of the person so designated to act when a Board member is unavailable.

3.2 Quorum. A quorum for the transaction of any business shall require the presence of four representatives, who may be alternates.

3.3 Meetings; Frequency. The Board shall meet not less frequently than annually. Meetings shall be called and conducted in accordance with the Brown Act.

ARTICLE 4. FINANCIAL PROVISIONS

4.1 Treasurer. Pursuant to Government Code Sections 6505 and 6505.5 governing the accountability of all funds and report of all receipt and disbursement for the Authority, the

treasurer of the City shall be treasurer (“Treasurer”) of the Authority. The Treasurer shall possess the powers of, and shall perform those functions required by, Government Code Sections 6505, 6505.5 and all other applicable laws and regulations. The Board shall also designate an Auditor/Controller for the Authority pursuant to Government Code Sections 6505 and 6505.5 or shall cause an independent audit to be made by a certified public accountant or public accountant in compliance with Government Code Section 6505, as applicable.

4.2 Authority to Handle Property. The City Manager of the City or his or her designee shall have charge of, handle, or have access to any property of the Authority and shall be required to file an official bond, which may be a master bond.

4.3 Surplus Funds. The Authority shall have the power to invest any money in the treasury pursuant to Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

4.4 Contributions Required. The parties agree that each will contribute to the capital and operating costs of the Authority in accordance with the annual budget approved by the Board and the initial budget for commencement of operations.

4.5 Quarterly Financial Reports. The City shall provide quarterly financial reports to the Board, provided that the Board may prescribe the form and timing of such reports.

4.6 Annual Statement of Financial Condition. Prior to the end of each operating year, a certified public accounting firm, will be selected by the Board, and, not more than ninety (90) days after the end of the year, a report certifying the year-end financial condition of the Authority, including statements of income and expenses for the year, assets and liabilities, and auditor’s notes, if appropriate, shall be provided to the parties by the accounting firm selected for that purpose. The cost of the report shall be considered an operating expense of the Authority. The annual audit shall be filed with each of the parties and as required by law.

4.7 Purpose of Contributions. The parties agree that (a) contributions from their respective treasuries may be made for the purpose(s) set forth in this Agreement, (b) payments of public funds may be made to defray the cost of such purposes, (c) advances of public funds may be made for the purpose(s) set forth in this Agreement, such advances to be repaid as provided in this Agreement, or and (d) personnel, equipment or property of one or more of the parties may be used in lieu of other contributions or advances if agreed to in writing by the parties. The funds may be paid to and disbursed by the Authority.

4.8 Repayment of Contributions Upon Termination. Upon termination of this Agreement, contributions shall be repaid in proportion to contributions made by the parties, as allowed under Government Code Section 6512.1.

4.9 Fiscal Year. Unless otherwise determined by resolution of the Board, the fiscal year of the Authority shall commence on July 1 each year.

ARTICLE 5. PROJECT SELECTION AND BUDGETS

5.1 Development of Wastewater Improvements and Recycled Water Facilities. The Tribe shall be responsible for the planning, permitting, design and construction of repairs, replacements and improvements related to the City's existing Wastewater Treatment Plant as conveyed through Lift Station Nos. 7 and 12 and approximately 800 feet of transmission main ("Wastewater Improvements") to meet current City specifications and increase capacity to serve the Tribe's Casino and Resort Project, to be acquired, operated and maintained by the City and financed with the assistance of the Authority. Further, the Tribe shall be responsible for the planning, permitting, design and construction of Tertiary Wastewater System Facilities ("TWSF") to be financed, acquired, operated and maintained by the Authority. The TWSF shall include facilities to divert secondary effluent from the City's wastewater disposal pipeline near the Tribe's Casino and Resort Project and the City Sports Complex within the City.

5.2 Approval of Wastewater Improvements and TWSF. To the extent required by municipal ordinance, regulation or rule, the Tribe shall at its sole cost submit to the City for approval the Wastewater Improvements and the TWSF to secure any necessary discretionary permits and environmental review from the City and other regulatory authorities. It is anticipated that Tribe shall submit 60%, 90% and 100% designs to City for review. Nothing in this Agreement shall be construed to affect the City's regulatory authority over the Wastewater Improvements or the TWSF or any project proposed by the Tribe, except as expressly provided herein. However, the parties will collaborate to determine the most efficient process of environmental, planning and building review and permitting for the Wastewater Improvements and for the TWSF to reasonably expedite the facilities to be acquired, financed and operated under this Agreement.

5.3 Responsibility for Costs. The Tribe shall be solely responsible for the costs, debts and liabilities incurred to plan, design and construct the Wastewater Improvements and the TWSF, including payment for any costs or fees for submissions to the City. Unless otherwise agreed by the parties, the Tribe shall complete the Wastewater Improvements and dedicate them to the City, whereupon the City shall transfer the Wastewater Improvements to the Authority as a capital contribution subject to installment purchase by the City in connection with the Authority's issuance of bonds to finance the Wastewater Improvements. The Tribe shall solely retain all ownership interests in the TWSF until their acquisition by the Authority, unless an alternative financing structure is approved by the parties.

ARTICLE 6. LIABILITY; INDEMNIFICATION

6.1 Allocation of Liabilities. As to any debts or liabilities based upon California Government Code Section 895.2, pursuant to the provisions of California Government Code Section 895.4, this Article allocates such liabilities (e.g., the vicarious liability imposed by law as a result of the existence of this joint powers agreement). The City and the Tribe shall be liable for any such liability imposed by law in proportion to their responsibility for such debts and liabilities incurred in the performance of this Agreement. The rules therefore as set forth in California Civil Code § 2778 are hereby made a part of this Agreement.

6.2 Defense and Indemnity Obligation. The Tribe shall defend, indemnify and hold the City, its City Council members, officials, officers, employees and agents harmless from and against all claims, demands, liability, costs, expenses, damages, injury or loss (including reasonable attorneys' fees) to which the City, its City Council members, officials, officers, employees and agents may be subject by reason of any claims challenging the validity of this Agreement or any action taken in furtherance of this Agreement, including but not limited to, any challenge to the approval of the TWSF or any contract to implement the TWSF, alleged wrongdoing, misconduct, negligence, or fault by the Tribe, its council members, officials, officers, employees or agents in the performance of this Agreement, and including any debts or liabilities incurred in the performance of this Agreement.

6.3 Notice of Third-Party Claim. Upon receipt of any third-party claim, demand or other notice that may result in an indemnity obligation of the other party under this Article, the receiving party shall provide a copy of such claim, demand or other notice to the other party as soon as reasonably practicable, but in any event within ten (10) calendar days of receipt.

ARTICLE 7. TERM AND TERMINATION

7.1 Effective Date; Term. This Agreement shall be effective as of the date of this Agreement first written above. It shall continue in full force and effect for a term of fifty (50) years from the effective date, unless terminated as hereinafter provided, except that notwithstanding any other provision of this Agreement, this Agreement shall continue in full force and effect during the term of any outstanding bonds issued by the Authority, or until all indebtedness of the Authority is retired.

7.2 Termination Option. Either party may elect to terminate this Agreement by giving not less than twelve months prior written notice to the other party, whereupon this Agreement will terminate at the end (June 30) of the following fiscal year, provided that, (1) no such notice shall be effective during the term of any outstanding bonds or indebtedness of the Authority; or (2) if there are any outstanding bonds or indebtedness of the Authority or any party in connection with wastewater or recycling facilities to be developed by the Authority, City may acquire such facilities and terminate this Agreement by making provision for retiring, defeasing, or otherwise satisfying all outstanding obligations incurred to finance such facilities.

7.3 Parties' Rights and Duties on Expiration or Termination. Should this Agreement expire at the end of its term, or if it is terminated for any reason, the parties shall continue to work together until all obligations incurred prior to expiration or notice of termination, have been fully performed. No further obligations will be incurred.

ARTICLE 8. MISCELLANEOUS

8.1 Governing Law. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties shall be governed by the laws of the State of California.

8.2 Entire Agreement. This Agreement contains the entire Agreement of the parties and shall be binding upon and inure benefit of the parties, their successors and assigns.

8.3 Additional Parties. Nothing herein shall preclude the addition of other governmental entities as parties to this Agreement, so long as the parties agree to such addition. If an entity is added as a party, it shall be bound by the terms and conditions of this Agreement.

8.4 Notices. Notices required by law or by this Agreement, shall be deemed sufficient if given, (a) by email to the following, or (b) in writing and deposited in the United States Mail, postage prepaid, to the following:

City of Porterville: McCormick, Kabot, Jenner & Lew
Attn: Julia Lew, City Attorney
4010 South Demaree Street
Visalia, CA 93277
T: (559) 734-6729
E: jmlaw@mkjw.com

Tule River Tribe: Tule River Indian Tribe
Attn: Neil Peyron, Chairman
340 N. Reservation Road
Porterville, CA 93257
T: (559) 781-4271
E: neil.peyron@tulerivertribe-nsn.gov

With copy to: Procopio, Cory, Hargreaves & Savitch LLP
Attn: Kerry Patterson
525 B Street, Suite 2200
San Diego, CA 92101
T: (619) 515-3295
E: kerry.patterson@procopio.com

Notices shall be deemed given (a) in the case of email, upon receipt of such email, or (b) in the case of United States Mail, five (5) calendar days after deposit in the mail.

8.5 Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall be to the extent judged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, or conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent allowed by law.

8.6 Agreement Not Partnership or Joint Venture; No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to establish relationships between the parties other than those expressly described and set forth. The agreements contained herein are made solely for the benefit of the parties, and shall not be construed as benefiting any person who is not a party to this Agreement.

8.7 Assignment. No party may assign any right, claim or interest it may have under this Agreement.

8.8 Binding Effect. This Agreement shall be binding upon the successors of the parties.

8.9 Survival. Notwithstanding the termination of this Agreement, the defense, indemnification and hold harmless provisions shall survive and be fully enforceable.

8.10 Waiver of Terms; Effect. By action of each party's governing boards, the time specified in this Agreement for performance of any act by the parties, may be extended or waived, for good cause. Any such extension or waiver shall affect only the time period to which it is directed, and it shall not be deemed applicable to subsequent deadlines relating to the subject matter of the extension or waiver, nor shall it be deemed to apply to any other time constraints or requirements contained in this Agreement.

8.11 Agreement as Integrated Document; Titles and Headings Not Part. This Agreement fully and completely integrates all agreements and understandings of the parties regarding its subject matter. Titles and headings contained herein are not a part of the agreement of the parties. They are included only for descriptive purposes, and shall not be deemed as incorporated into this Agreement for any other purposes.

8.12 Amendment; Method Prescribed. This Agreement may be amended at any time, by written agreement of the parties, acting by and through their governing boards.

8.13 Authority to Enter into Agreement. Each party represents that it has the full power and authority to enter into this Agreement and to carry out the powers contemplated by it. Each party further represents that it has taken all action necessary to authorize the execution, delivery and performance of the Agreement. Each person signing below warrants that he/she has full power and authority to bind the party under which her/his signature appears.

ARTICLE 9: DISPUTE RESOLUTION; LIMITED WAIVER OF SOVEREIGN IMMUNITY.

9.1 Limited Waiver of Sovereign Immunity. In the event of a dispute between the Tribe and the City (and only the City) over the interpretation, application, or enforcement of this Agreement, the Tribe hereby expressly grants to the City a limited waiver of the Tribe's sovereign immunity, solely for actions brought by the City, in accordance with the dispute resolution provisions provided herein; provided, however, that any award shall be limited to actual damages and shall specifically exclude punitive, consequential, incidental, expectancy and all other special damages. This limited waiver of sovereign immunity does not extend to any action brought against any Tribal Council Member, Tribal employee, Tribal agent, Tribal member, or any other individual acting on behalf of the Tribe and does not extend to any third parties bringing an action against the Tribe. This limited waiver of sovereign immunity shall not diminish or otherwise affect any defense or immunity to which such persons are entitled under the laws of the applicable jurisdiction. Except as expressly set forth herein, the Tribe does not waive, limit or modify its sovereign immunity as it applies to this or any other matter.

9.2 Dispute Resolution. This Section shall govern the resolution of all controversies or claims between the Tribe and the City that arise from this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes between the Parties, the Parties agree to follow the meet

and confer and mediation procedure described below prior to initiating the arbitration procedures.

(a) Voluntary Resolution, Meet and Confer Obligation. Whenever possible, the Tribe and the City shall make their best efforts to informally resolve disputes that occur under this Agreement. In order to foster a spirit of cooperation and efficiency in the administration of the terms and conditions of this Agreement, disputes between the Tribe and the City shall first be subjected to a good faith meet and confer process as follows:

(i) The aggrieved Party shall give the other, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section (c). Said notice shall suggest a date, time and place for the meeting. The Tribe and the City may jointly decide to meet at another time and place; provided, however, the Parties agree that such meeting shall commence within fifteen (15) calendar days after the date that the original notice was given to the applicable Party, unless the Parties agree that there is good cause to extend this time limit.

(ii) The Parties agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.

(iii) Absent mutual consent of the Parties, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies under Subsection (b) herein, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.

(iv) If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then upon the written request of either Party, the dispute may be submitted to non-binding mediation in accordance with this Section ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by either the Tribe or the City.

(b) Mediation. In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, within thirty (30) days after notice is provided through a Mediation Request, the Tribe and the City agree to participate in non-binding

mediation administered by a mediator mutually agreed to by the Parties, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:

(i) The mediation shall be held at a mutually agreeable location within Tulare County, California.

(ii) The Parties shall work together to select a single mediator, but if the Parties cannot agree on a mediator within forty-five (45) days of requesting Mediation Request, each Party will provide three (3) names of mediators based on substantive and procedural knowledge, availability, and location. Each side will have an opportunity to strike 1 name and, to the extent two mediators remain, rank the remaining names (1-2, with 1 being the most favorable). The numbers will be added together and the mediator whose rank is the lowest, which is most favorable, will be chosen mediator.

(iii) The mediator shall meet with and hear presentations by the Parties as soon as practicable after appointment.

(iv) Mediation will be conducted consistent with California Evidence Code Sections 1115-1128. The mediator shall owe a professional duty to both the Tribe and the City, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.

(v) Each side shall bear its own costs and attorneys' fees, and one-half of all fees and expenses of the mediator.

(vi) Unless otherwise agreed upon by the Parties in writing, the mediation shall be completed within ninety (90) days of the selection of the mediator.

(vii) The mediator's decision shall not be binding on or admissible against either Party. The Arbitrable Dispute shall be resolved in accordance with the arbitration provisions set forth in Section (c) below if: (1) a Party elects to reject the mediator's decision; (2) either Party refuses to participate in the mediation process after mediation filing; or (3) the mediator does not meet with the Parties.

(viii) The Parties agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.

(c) Arbitration. Following the satisfaction of the meet and confer and mediation requirement, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation (as applicable) must be resolved

through binding arbitration. The arbitration shall be held only in accordance with the following procedures:

(i) Either Party may initiate the applicable arbitration by delivering a written notice to the other Party that states the specific issue(s) in dispute, the relevant provision(s) of the Agreement, and the relief requested.

(ii) Within twenty-one (21) calendar days after delivery of such notice, each Party shall notify the other of the name of a practicing lawyer or retired judge with whom the notifying Party desires to have serve as an arbitrator. The lawyer or retired judge shall have experience in California water law and Federal Indian law, and whose law firm, if applicable, has at no time represented or acted on behalf of either of the Parties or any person with control over either of the Parties. If either Party fails to act within the twenty-one (21) calendar day period, the arbitrator who should have been appointed by that Party will be appointed pursuant to the same procedures followed when agreement cannot be reached as to the third arbitrator.

(iii) Within ten (10) calendar days after arbitrators are appointed by each Party, the two appointed arbitrators shall meet (in person or by phone) to appoint a third arbitrator with the same qualifications and background. Together, the three arbitrators shall comprise the Arbitration Panel. In the event agreement cannot be reached on the appointment of a third arbitrator at the meeting held within the ten (10) calendar day period, the third arbitrator shall be selected by the Judicial Arbitration and Mediation Service, or such other reputable provider of Alternative Dispute Resolution services as may be agreed by the Parties or, in the absence of such agreement, by the Party requesting arbitration. In the event of any subsequent vacancy or inability to perform, the arbitrator who resigns or becomes unable to perform shall be replaced in accordance with the provision of this Section as if such replacement were an initial appointment to be made hereunder. Notwithstanding the foregoing, the Parties may agree to use a single arbitrator as the Arbitration Panel, provided that the Parties agree on the arbitrator to be appointed.

(iv) Each Party shall have the right to conduct discovery in connection with the arbitration proceedings, but such discovery shall be limited to the pre-hearing production of relevant documents and to such depositions, limited both in number of depositions and duration, as the Arbitration Panel may approve by majority vote.

(v) The Arbitration Panel shall hear any and all issues of law and of fact properly raised pursuant to the procedures herein and shall make its decision by majority vote within thirty (30) calendar days after the close of evidence and briefing in the arbitration. The decision shall be issued in writing and include findings of fact, conclusions of law, and the reasons on which the decision is based.

(vi) The Arbitration Panel shall have no power to vary or modify any terms of this Agreement, or to decline or fail to follow applicable tribal, state or federal statutory or common law.

(vii) Each Party to the arbitration shall pay its own attorneys' and expert witness fees and any other costs associated with the arbitration. The Arbitration Panel shall determine by

majority vote who shall bear the fees and expenses of the Arbitration Panel or whether the fees and expenses of the Arbitration Panel shall be shared by the Parties, and if so, in what proportions. The Arbitration Panel's determination as to the allocation of the fees and expenses of the arbitration shall be binding on the Parties.

(viii) The arbitration shall be held at a mutually agreeable location within Tulare County, California.

(d) Jurisdiction of Courts. A Party that has participated in arbitration as set forth in Subsection (c) of this Section (or who has made a good faith effort to do so despite the other's failure to participate) may initiate judicial proceedings to confirm, enforce or vacate the applicable arbitration award in the United States District Court for the Eastern District of California. If, and only if, the United States District Court for the Eastern District of California determines that it is without jurisdiction, the Tribe consents to be sued in the Superior Court of the State of California for the County of Tulare, but solely to compel, enforce, modify or vacate any arbitration award.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers as of the date first above written.

City of Porterville:

By: _____

Printed Name: Martha A. Flores

Title: Mayor

Tule River Tribe:

By: _____

Printed Name: Neil Peyron

Title: Chairman



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: Consideration of Membership in the Tulare County Economic Development Corporation

SOURCE: City Manager's Office

COMMENT: The City of Porterville was a founding member of the Tulare County Economic Corporation (TCEDC) in 1983, and remained actively and consistently involved in its operation and funding since the organization's inception until the past fiscal year (though City and TCEDC staff have continued to coordinate on potential prospect activity). The TCEDC was formed in 1983 by the County of Tulare and the county's eight incorporated cities for the express purpose of recruitment of new industry locating to Tulare County and to encourage development of new jobs through industrial promotion. Members of the City Council and staff have continued to emphasize the importance of collaborative economic development efforts across Tulare County, and especially to the benefit of the southeastern region of the county.

Through its historical participation and support of the TCEDC, the City had been successful in the location of several new industries to Porterville, including Walmart Distribution (1991) and ProDocument Solutions (2003). Through the TCEDC prospect selection process, the City was successful in 2007 in the location and sale of approximately 35-acres of vacant City industrial property to Southern California Edison (SCE) for the planned development of a customer service center and maintenance facility. SCE has developed the maintenance facility on approximately half of the property, and has plans to further develop and expand its maintenance operations at the location, but to date has not developed the customer service center nor has any current plans to do so.

Through its membership in the TCEDC, the City had actively marketed prospective industrial properties across the community and responded to potential industrial prospect inquiries, including currently vacant privately-owned facilities (e.g. former Beckman Coulter, Inc.) as well as vacant land (e.g. City 10-acre property at Jaye Street/Montgomery Avenue). Over the last several years, the TCEDC has coordinated several initiatives to incentivize prospect consideration and selection of industrial property, including a Certified Sites program for development and federally-designated Opportunity Zones to eliminate or defer federal capital gains taxes, which the City robustly participated without success. In a strengths, weaknesses, opportunities and threat (SWOT) analysis conducted by the TCEDC in 2019, the TCEDC identified the lack of major highway access and proximity to State Route 99, lack of railroad service, and limited vacant buildings being the main obstacle for

local prospect location.

Given current financial challenges and consideration of economic development priorities during the ongoing COVID-19 pandemic, the Cities of Exeter, Farmersville and Lindsay acted to discontinue its membership in the TCEDC last fiscal year, and its meeting on July 21, 2020, the Porterville City Council took the same action. Recently, the Cities of Farmersville and Lindsay have acted to rejoin the TCEDC this fiscal year, and the City of Exeter will also soon be considering the same.

The TCEDC has indicated its goal and objective over the next couple of years is to not rely on the public sector agencies for financial support and encourage additional private sector support. Prior to July 1, 2020, the County and Cities comprised nine members of the 21-Member Board of Directors and contributed \$225,000 in annual revenue to the TCEDC, with the private sector contribution of \$21,000. TCEDC's 2020-2021 budget reduced the County and public agencies contributions by \$52,500 to \$172,500, with the objective of the private sector contributing an additional \$129,000 for a total of \$150,000 and increasing private sector membership to the Board. Locally, Kevin McPhail (Bank of the Sierra) and Rob Taylor (Stafford's Chocolates) were appointed to the Board.

After more than twenty (20) years as President/Chief Executive Officer (CEO) of the TCEDC, Paul Saldana retired on October 31, 2020, which then retired Visalia City Manager Mike Olmos served as Interim President/CEO until Nathan Ahle was hired as President/CEO in March 2021. In an effort to learn more about the Porterville area and its planning and vision for economic development, City staff has met with Ahle several times in the past couple of months and discussed potential prospect activity, especially in the Airport area as the City's identified jobs development area. At its meeting on May 4, 2021, Ahle provided a presentation to the Council on the direction of the TCEDC and how Porterville's interests in economic development may be supported.

At its meeting on June 15, 2021, the Council adopted its budget for the 2021-2022 fiscal year, which continues to include an appropriation of \$25,000 for TCEDC membership. On June 2, 2021, the City received a letter of request from the TCEDC to reconsider joining as a member agency.

RECOMMENDATION: That the City Council consider the City's rejoining membership in the Tulare County Economic Development Corporation and invoice for \$25,000 for 2021-2022 public sector membership dues.

ATTACHMENTS:

1. TCEDC Membership Invoice - June 2, 2021
2. TCEDC City Council Presentation - May 4, 2021
3. TCEDC Fiscal Year 2020-2021 Project Metrics
4. TCEDC Public Sector Membership Formula
5. TCEDC 2019 Porterville SWOT Analysis

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager



TULARE COUNTY ECONOMIC DEVELOPMENT CORPORATION

June 2, 2021

Mr. John Lollis, City Manager
City of Porterville
291 N. Main St.
Porterville, CA 93257

Dear Mr. Lollis:

On behalf of the Tulare County Economic Development Corporation, I would like to formally request the City of Porterville consider reinstating its financial investment with our organization for the 2021-22 fiscal year.

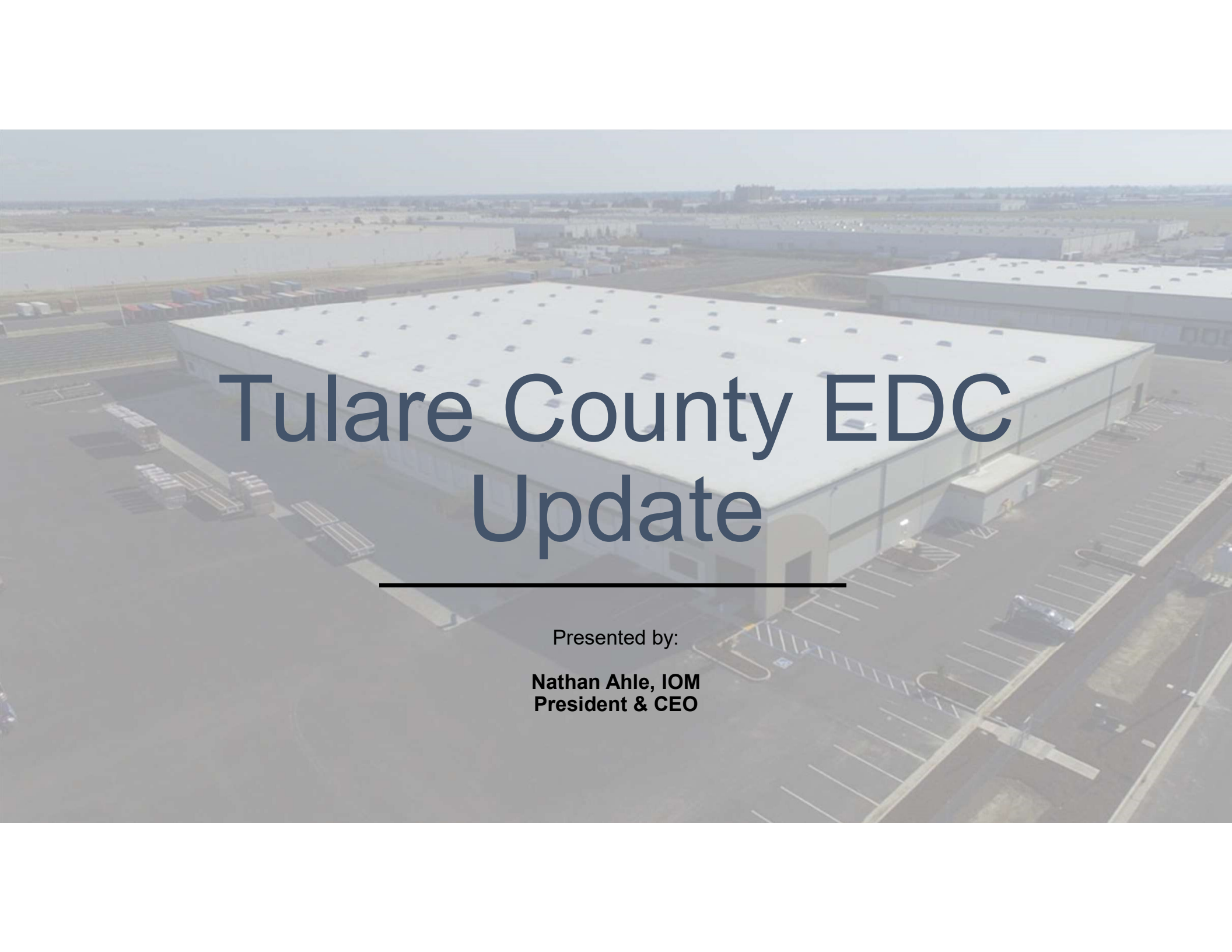
As I indicated to the City Council at my presentation to them last month, the TCEDC is “rebooting” our organization from the ground up, with a renewed focus on the core functions of our mission. This means a complete emphasis on business expansion, attraction, and retention, working to land projects that stimulate the economy both in Porterville and across Tulare County.

Our staff has been hard at work developing proposals on behalf of the City of Porterville, and during our meetings with you and your staff, we have gained a greater understanding of the vision set forth by the Council for Porterville’s economic future. With new developments coming online near Porterville Airport as the primary focus, we believe our organization can be instrumental in driving economic activity to the community.

As you know, the investment model for public-sector entities has been set forth by the Board of Directors based on population. As a result of this model, Porterville’s dues for 2021-22 would be \$25,000. We believe this provides great value for the public’s investment and will continue to provide regular status updates to both staff and Council to ensure the City’s comfort level with the value. I would request consideration from the Council at its earliest convenience and would be happy to provide any further information either you or the Council members require.

Sincerely,

Nathan M. Ahle, IOM
President/CEO
Tulare County Economic Development Corporation



Tulare County EDC Update

Presented by:

**Nathan Ahle, IOM
President & CEO**

Transition Update

October 2020

- Retirement of Paul Saldana, President/CEO after 20 years

November 2020

- Former Visalia City Manager Mike Olmos named interim President/CEO

March 2021

- Nathan Ahle joins the organization as President/CEO

April 2021

- TCEDC Board meets in strategic planning session to develop new, more streamlined Work Plan for 2021-22 and beyond



TULARE COUNTY ECONOMIC
DEVELOPMENT CORPORATION

Transition Update

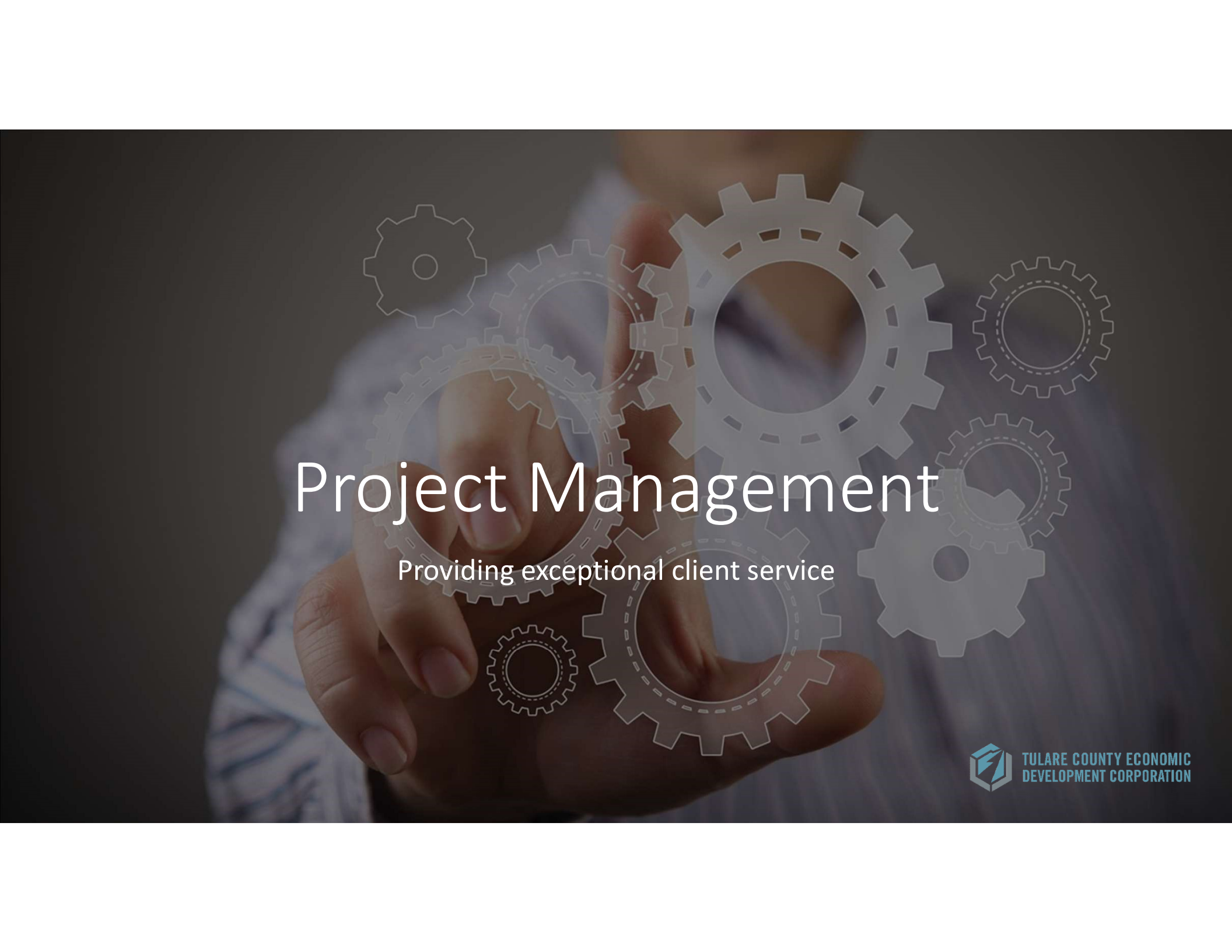
President/CEO held introductory meetings with stakeholders including public officials, city managers, private sector partners, board members, leaders from other groups, etc. These conversations are ongoing

The purpose of the meetings was to determine TCEDC's standing in the community, history with affiliated groups, and how we can build positive relationships moving forward

Our organization
is committed to...

Increased communication with our stakeholders (both public and private) to ensure we understand the vision of our individual communities and how we can best assist in achieving these economic goals

A renewed focus on the core functions of our mission: Expansion, Attraction and Retention of companies to Tulare County, both as the lead organization and in complementary roles where appropriate



Project Management

Providing exceptional client service



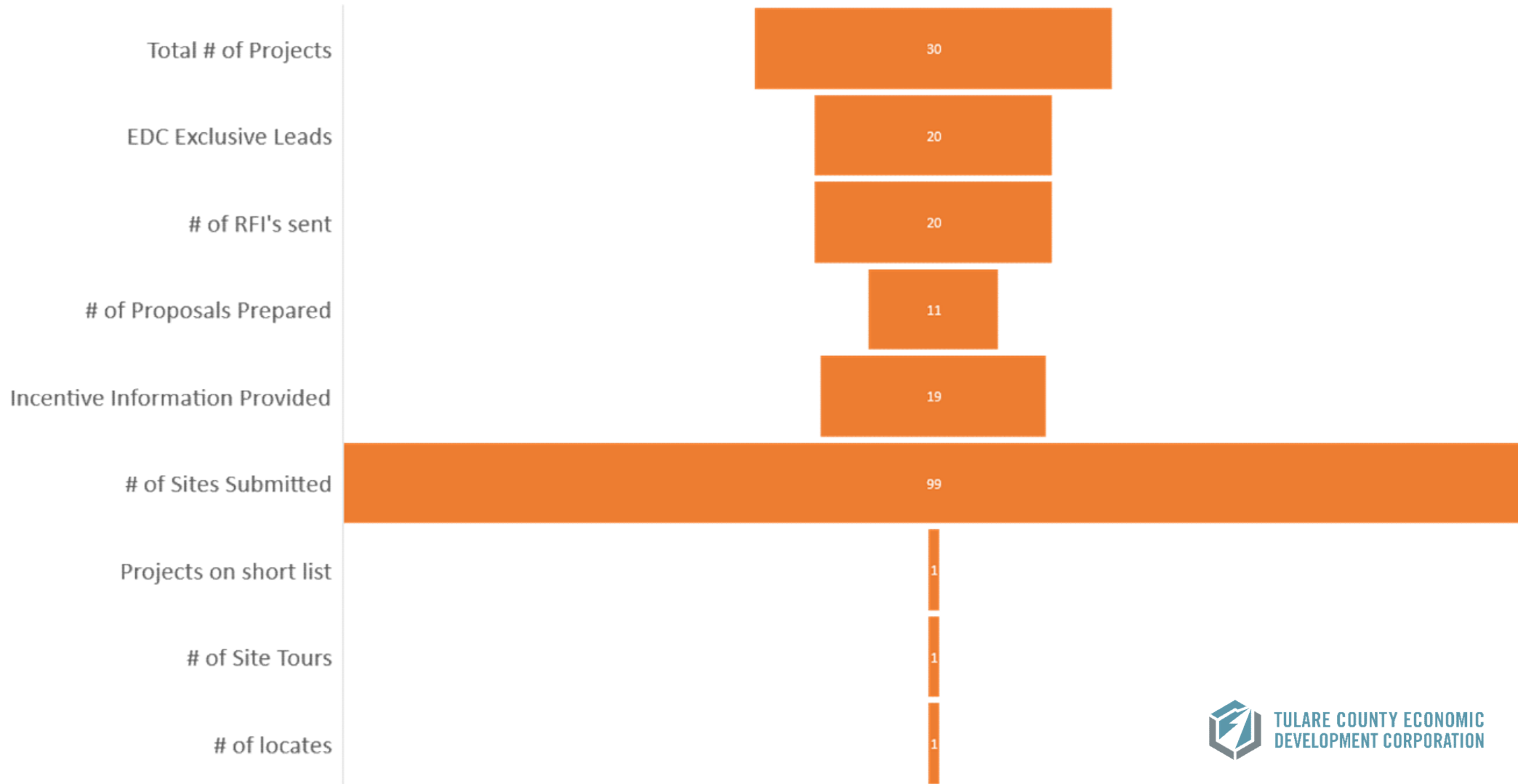
TULARE COUNTY ECONOMIC
DEVELOPMENT CORPORATION



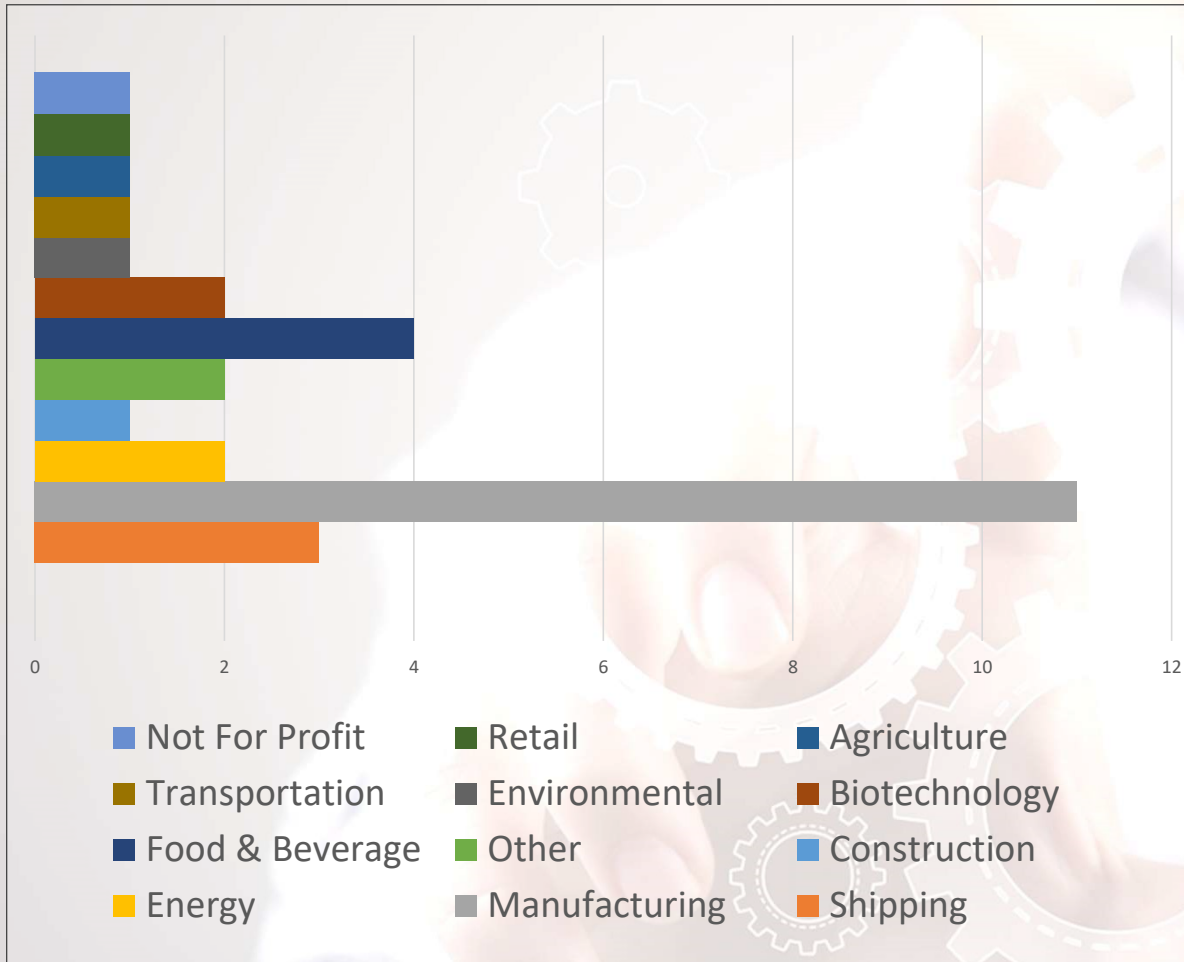
Prospect & Marketing Activity

- 41 active projects
- 17 carried forward from previous FY
- 36 meetings with site selection firms and brokers
- Continual communication with local brokers, developers, and public sector staff to support new development projects

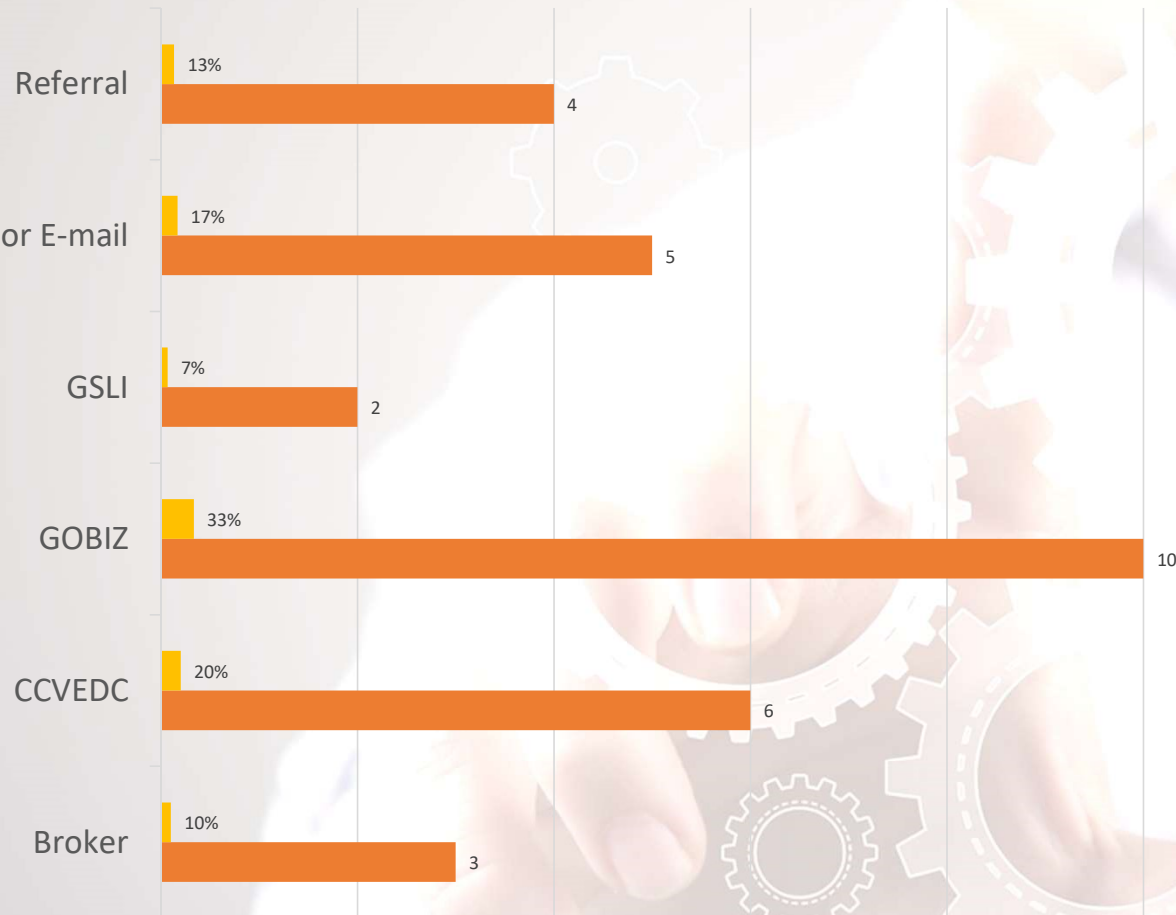
FY 20-21 YTD Totals



FY 20-21 YTD Projects by Industry



Projects by Source



www.tularecountyedc.com/find-properties

Real Estate Database

Strategic Advantages Site Selection Services Major Industries Living Here Business Resources Our County About Us 🔍

Find Properties

Home > Find Properties

Search Properties in

Tulare (County) SEARCH ↻

All Buildings Sites

514 properties found Copy URL

Advanced Search [+]

Download Data

Showing: 514 properties

E Cartmill Ave & Rd 152
For Sale: Yes

4789 S K St
For Sale: Yes

3709 E Houston Ave
Available Since (a): 3,742
For Lease: Yes

10015 W Grove Ct
For Sale: Yes

Map controls: Draw, Map Overlays, Basemaps

Leaflet | Powered by Esri | HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors

www.tularecountyedc.com/find-properties

Real Estate Database (cont.)

Find Properties

Home » Find Properties

Search Properties in

Tulare (County) SEARCH

Advanced Search [-]

Download Data

All Buildings Sites

55 properties found Copy URL

Showing: 55 properties

8226 W Mineral King Ave
Property Size (±): 3,200 Available Space (±): 3,200
For Lease: Yes

7435 W Sunnyview Ave
Property Size (±): 3,2,250
For Lease: Yes

23104 Avenue 198
Property Size (±): 85,100
For Sale: Yes

2247 N Plaza Dr
Property Size (±): 254,001
For Lease: Yes

7101 W Doe Avenue (Sublease)
Property Size (±): 85,825
For Lease: Yes

7940 W. Doe Avenue, Suite 100
Property Size (±): 45,458
For Lease: Yes

UPDATE RESULTS RESET

Building or Site Type

☒ Industrial

☐ Office

☐ Retail

☐ Special

Property Name

Address

Available Size

Min Max

Enter Property Description

For Sale or Lease

☒ For Sale ☒ For Lease

Sale Price

Min Max

Lease Cost

Min Max

Map controls: Draw, Map Overlays, Basemaps

Map labels: Ivanhoe, Visalia, Farmersville, Exeter, Lindsay, Springville, Porterville, East Porterville, Tipton

Map markers: 24, 8, 6, 4, 6, 4

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Getting back to basics



- Renewed focus on increasing leads, both through emphasis on proposal development for incoming leads and proactive generation of new prospects
- Organizational development that leads to a balanced budget
- Improved marketing of Tulare County and its cities to site selectors
- Enhanced relationships with diverse stakeholders in the community



Thank you!

Nathan Ahle, IOM
President & CEO
Tulare County EDC
nathan@tularecountyedc.com

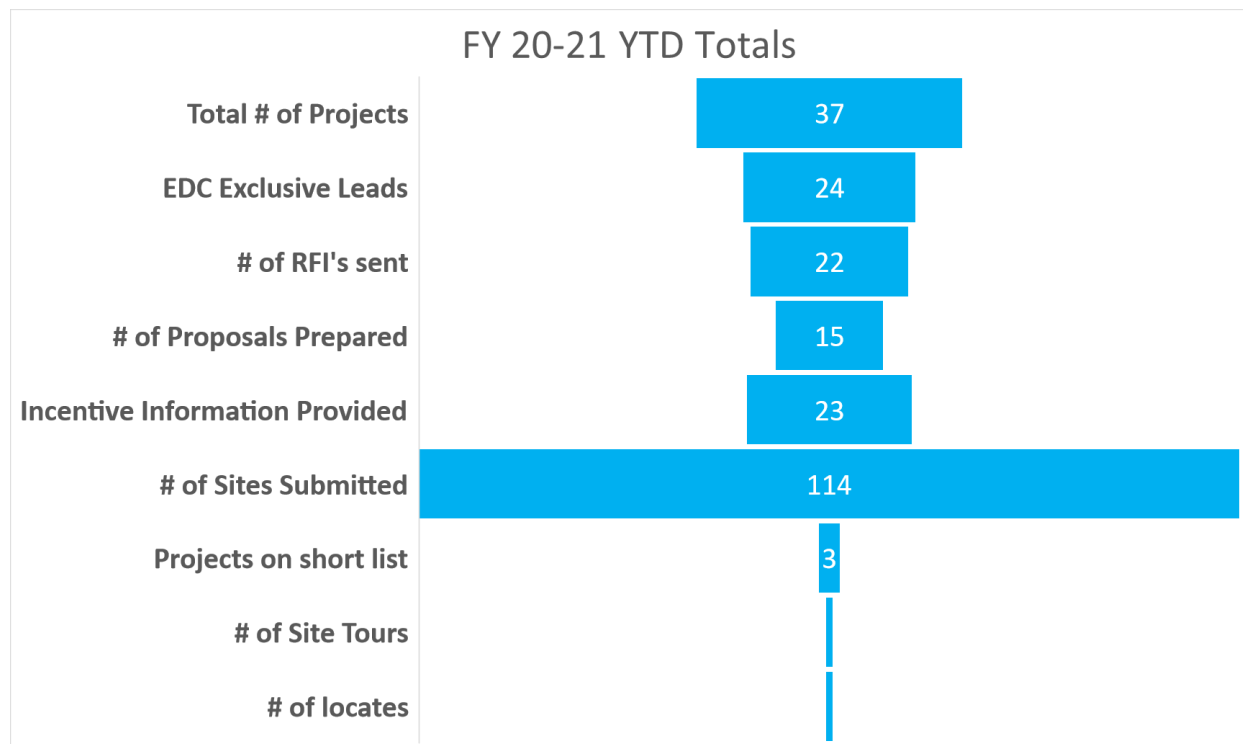


TULARE COUNTY ECONOMIC DEVELOPMENT CORPORATION

FY 20-21 Project Metrics

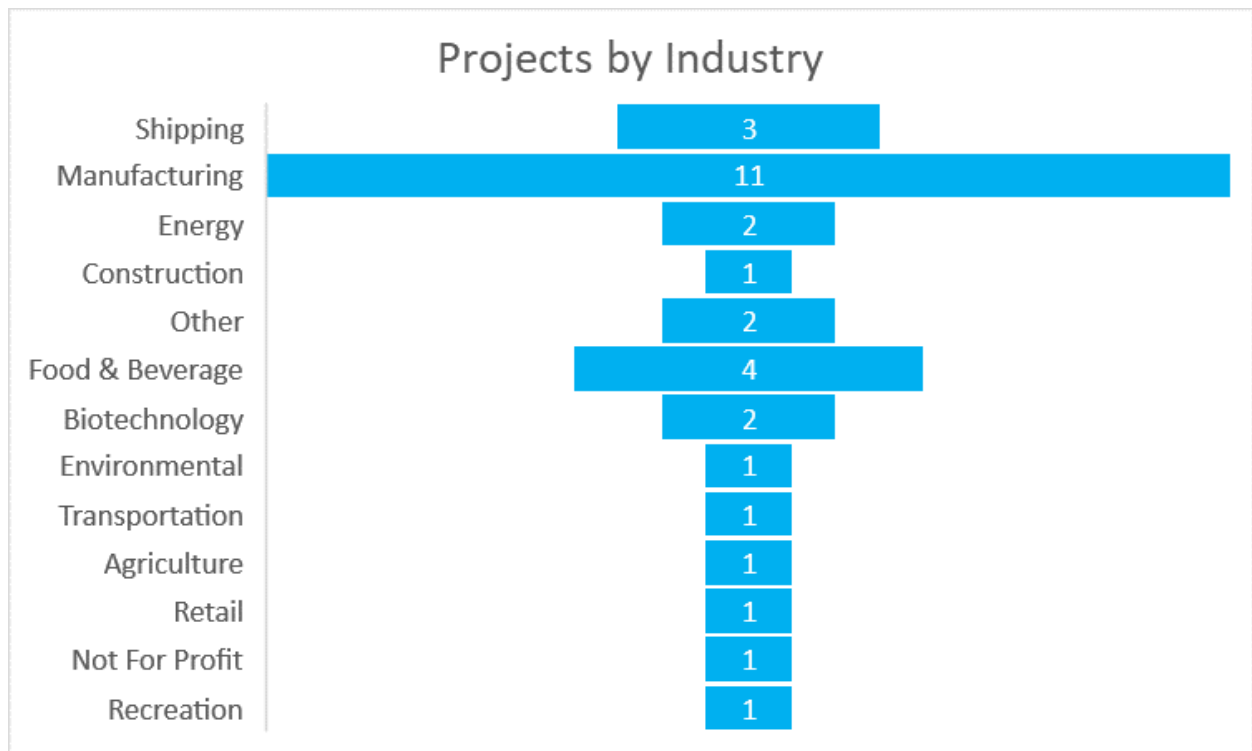
Overview

Despite the challenges Tulare County faced brought on by the COVID-19 pandemic, TCEDC staff remained responsive to incoming leads from site selectors, brokers, and from local partners to continue facilitating job creation in Tulare County. Below are the prospect activity metrics for the 2020-2021 Fiscal Year.

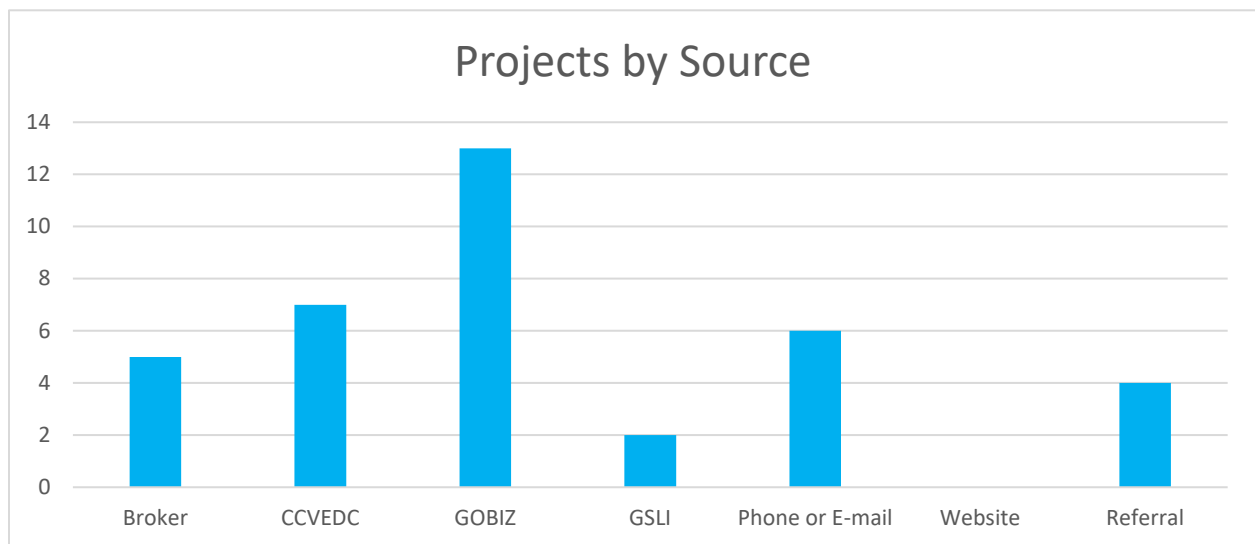


TCEDC staff opened a total of 37 new project files this fiscal year based on inquiries received from various lead sources. 24 of those projects were a direct result of the TCEDC's marketing activities with 13 projects produced by leads from the Governor's Office of Business & Economic Development (GOBIZ). 3 projects shortlisted sites in Tulare County in the final site selection process and 1 project (AMR Plastics) located within the City of Tulare.

Additionally, staff carried forward 37 projects from the previous fiscal year with 6 of those still active.

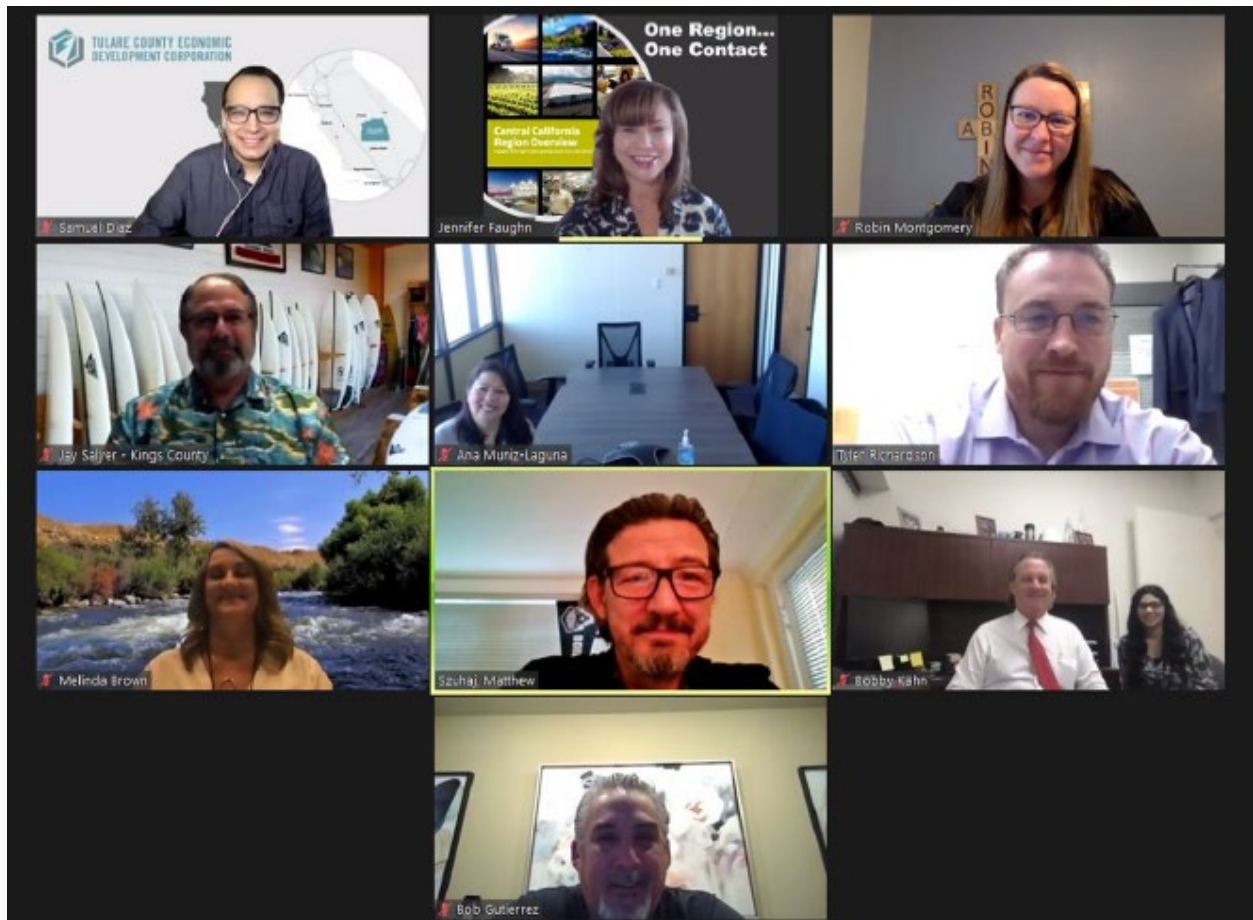


TCEDC staff received more manufacturing inquiries than any other industry by far this fiscal year. Distribution and Logistics inquiries (represented by Shipping, Transportation, and some Food & Beverage) were also high due to the many ecommerce and distributors that are looking for new facilities closer to their customers. The TCEDC continues to target industrial job creators in its marketing activities in order to bring stable, high-paying jobs to Tulare County.



GOBIZ leads were the highest volume of incoming leads this fiscal year, followed by CCVEDC (California Central Valley EDC). Website leads are down significantly compared to previous years. This is attributed to the new website launch and the loss of analytics to the previous website. However, TCEDC staff is working with the appropriate vendors to remedy any technical issues. Inquiries that would have typically been made online were likely made via direct phone or e-mail contact with EDC staff.

Site Selector/Broker Missions



TCEDC staff took Missions and Trade Shows fully virtual this fiscal year. Altogether, staff held 41 meetings with site selectors and brokers across the United States, resulting in the creation of new relationships and the fostering of continued partnerships. These meetings continue to be a critical part of the TCEDC's marketing activities as site selectors and brokers search for communities with strong development potential.

Notable Projects

968-20 – Composting company looking to build multiple new facilities in California. Company needs 7-60 acres of land for each facility and toured Tulare County sites in the communities of Lindsay, Goshen, Pixley, and Woodlake. Project is still considering next steps but would create approximately 20 higher paying jobs.

969-20E (AMR Plastics) – Plastics company that established a new facility within the City of Tulare. During the COVID-19 Stay at Home order, the company pivoted from its normal operations and began manufacturing high-quality plastic shielding for restaurants, schools, and retail operations.

976-20 – Plastic Injection Tubing Molding Manufacturer searching for a new 30,000-50,000 sq. ft. facility. Company conducted a multi-state search and Tulare County made it through the first 2 rounds of site selection. TCEDC staff was able to introduce the company to City of Visalia staff, WIB staff, and local staffing agencies to provide detailed information about the opportunity in Tulare County. Ultimately, the project chose to locate elsewhere but a strong relationship was established with a national site selection firm that has interest in helping the right businesses expand to Tulare County.

994-21 – Developer and Manufacturer of electric vertical takeoff and landing (eVTOL) aircraft searching for a site to build a new production facility. Initial build will be approximately 350,000 sq. ft. and the project could potentially create up to 906 jobs with a planned future expansion. TCEDC staff worked with the City of Visalia to submit the available Airport Industrial Land at the Visalia Airport. Project proposal has been submitted and TCEDC staff is awaiting a response for the first round of site selection. Multi-state search.

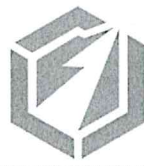
Porterville Specific Projects

995-21A – Towards the end of FY 20-21, TCEDC staff engaged with a broker from an international brokerage firm representing a landowner in Porterville. The landowner expressed interest in developing and marketing industrial spec buildings (20,000-50,000 sq. ft.) on his property located near the Highway 65/Highway 190 intersection. Preliminary designs for this project include approximately 3-5 spec buildings with dock level doors that could accommodate small-medium sized industrial and/or distribution users. TCEDC staff assisted broker with market analysis for Porterville area and provided and explained the need for this type of development in the Porterville area. Direct contact information for City Community Development staff was also provided to the broker.

GOBIZ Tour – On June 15, 2021 TCEDC staff had the opportunity to welcome the new Central Valley Regional Business Development Specialist from GOBIZ, Julie Herd. GOBIZ recently restructured its economic development team to better identify and serve the needs of the various geographic regions in the State. Julie Herd represents all counties in the Central Valley from Kern County in the South, to San Joaquin County in the North, and Tulare County is the first county she visited after beginning her role. TCEDC staff toured Mrs. Herd around Tulare County, stopping in Porterville to meet with City Manager, John Lollis, and Community Development Director, Jason Ridenour, near the Porterville Airport to discuss the City's growth plans and highlight the new developments in that area.



992-21 – TCEDC staff coordinated with City staff to submit 2 sites for a Flooring Products Manufacturer that takes recycled tire rubber and turns it into various durable flooring products. This company's plans to purchase 5-7 acres of land to build a 70,000 sq. ft. facility that would create approximately 50 new jobs, indicated as 'high-paying' by the company. City staff submitted one of Porterville's 'Certified Sites' on Jaye & Montgomery Ave and TCEDC staff, using the newly redesigned real estate database, identified an additional site on W Grand. A proposal has been submitted and the company is reviewing sites.



Agenda Report – May 27, 2020

Current Year Contribution		Managers Recommendation Previously Adopted for 2020-21		Option A Redistribution of Farmersville & County		Option B Return to Original Population & Sales Tax Base Distribution		Option C Membership Level Approach based on Population	
\$ 12,066	Dinuba	\$ 16,075	↑	\$ 24,224	↑	\$ 24,784	↑	\$ 15,000	↑
\$ 4,691	Exeter	\$ 3,718	↓	\$ 6,818	↑	\$ 3,926	↓	\$ 2,500	↓
\$ 3,606	Farmersville	\$ 3,168	↓	\$ -		\$ 3,670	↑	\$ 2,500	↓
\$ 4,211	Lindsay	\$ 3,967	↓	\$ 6,739	↑	\$ 4,529	↑	\$ 2,500	↓
\$ 27,590	Porterville	\$ 20,290	↓	\$ 34,208	↑	\$ 23,710	↓	\$ 25,000	↓
\$ 36,456	Tulare	\$ 25,538	↓	\$ 45,835	↑	\$ 31,038	↓	\$ 25,000	↓
\$ 92,440	Visalia	\$ 61,941	↓	\$ 106,025	↑	\$ 79,983	↓	\$ 50,000	↓
\$ 2,434	Woodlake	\$ 2,298	↓	\$ 3,857	↑	\$ 2,524	↑	\$ 2,500	↑
\$ 44,212	County	\$ 90,712	↑	\$ -		\$ 53,542	↓	\$ 50,000	↓
\$ 227,706	Total	\$ 227,706		\$ 227,706		\$ 227,706		\$ 175,000	

EDC Countywide Responsibilities/Activities

The EDC is responsible for a number of countywide programs/activities as described that have routinely been funded through public sector contributions as well.

Recycling Market Development Zone: The EDC is the designated administrator for the Tulare County portion of the Greater South San Joaquin Valley Recycling Market Development Zone, a program that provides assistance to businesses that are involved in the use of or manufacturing of recycled materials. All cities and unincorporated areas are included in the RMDZ designation.

Comprehensive Economic Development Strategy (CEDS): The EDC has been responsible for the creation and management of the CEDS, which is developed and submitted to the Economic Development Administration for consideration of grant funds. The current CEDS was developed by the EDC for the five-year ending commencing in 2019 and expiring in 2024. The EDC maintains the annual updates of the CEDS.

Opportunity Zone Fund/Marketing: The Board has authorized the creation of an Opportunity Zone Fund to fund projects (either directly or through investment pass thru). Most of the communities in the County have an opportunity zone designation and therefore could benefit from any funds that are committed for opportunity zone fund investment.

The following programs were established by the EDC Board to support business recruitment and expansion efforts and will continue to operate since they are funded from non-public sector funds.



DRAFT SWOT Analysis



TULARE COUNTY ECONOMIC
DEVELOPMENT CORPORATION



Internal

STRENGTHS

- Porterville population grew by 2.2% from 2017 to 2018, highest in County and over twice the state average
- Labor force is diverse and mobile, with 4,822 working out of the County.
- Porterville is home to 14 career pathway projects, including areas of future growth such as energy, engineering, multimedia, health care and manufacturing.
- Business risk is low; retail locations strong, closures minimal.
- Labor costs are low compared to regional and state averages.

WEAKNESSES

- Market access and logistics is a challenge due to lack of highway access and/or access to four lane highway.
- Limited spec or vacant buildings limit the ability to respond to requests for existing space
- Service and supply providers located in other parts of County or in Kern County.
- Infrastructure may be an issue depending on demands of user. Water availability remains a slight perception issue.
- Potential to fully utilize airport infrastructure (i.e. Amazon Air)

OPPORTUNITIES

- The ability to “grow” local talent through Pathways and Community College programs provides opportunity to show labor potential.
- Porterville can define an industry sector and make a strategic effort to secure additional investments in that industry sector (bio products, clean energy, electric vehicles, etc.)
- Continued expansion of higher education opportunities enhances the locational attributes, particularly as they address growing industries and match with Pathways programs.

Positive

External



T

THREATS

- Energy costs, particularly electricity, are expected to rise and continue to be one of the most challenging location factors.
- The regulatory environment in California, particularly the challenge for large projects, remain a concern; CEQA changes will help alleviate.
- Incentives at the State level remain, as do new programs like Opportunity Zones; however most other communities have similar access.
- California's high tax structure influences a moderate percentage of projects.

Negative

External



CITY COUNCIL AGENDA – AUGUST 3, 2021

SUBJECT: KJUG Free Summer Concert Series Review and Update

SOURCE: City Manager's Office

COMMENT: At its meeting on July 20, 2021, the City Council acted to deny a Community Civic Event application from the Porterville Chamber of Commerce as the local sponsor of the proposed 2021 KJUG Free Summer Concert Series in Centennial Park, but authorized the City and its staff to provide the necessary logistical and personnel support for the proposed events.

The first event was held on July 22, 2021, beginning at 7:00 P.M., and concluded at approximately 8:15 P.M. City staff posted the required 24-hour notices of street closure, placed safety barricades at identified locations for street closures ensuring attendee safety, assisted concert organizers with necessary park accommodations, provided emergency fire and law enforcement personnel to support the health and safety of attendees, secured and located temporary restroom facilities for attendees, provided and supported the use of Centennial Plaza as a "green room" for performers and concert organizers, provided refuse collection and transfer, and secured additional liability insurance for the event (\$450) as part of the City's existing \$2 million special event coverage. The Tule River Tribe provided its mobile grandstand for the event as has been provided for previous concerts. Public attendance was estimated at 500, with City staff preparations in place for up to 2,500.

KJUG has confirmed the next concert event is scheduled for August 19, 2021 at 6:30 P.M., with performers yet to be announced. In review of the prior concert preparations, the Police Department has recommended a modification to the street closure plan, moving the eastern closure of Cleveland Avenue from Second Street to the alley behind Centennial Park. Similar to the first event, KJUG anticipates between 500 and 1,000 concert attendees, and that again no VIP arrangements will be included in the event.

RECOMMENDATION: That the City Council receive a review of the first KJUG Free Concert Summer Series event held on Thursday, July 22, 2021, and an update on the next event planned for Thursday, August 19, 2021.

ATTACHMENTS: 1. Street Closure Diagram

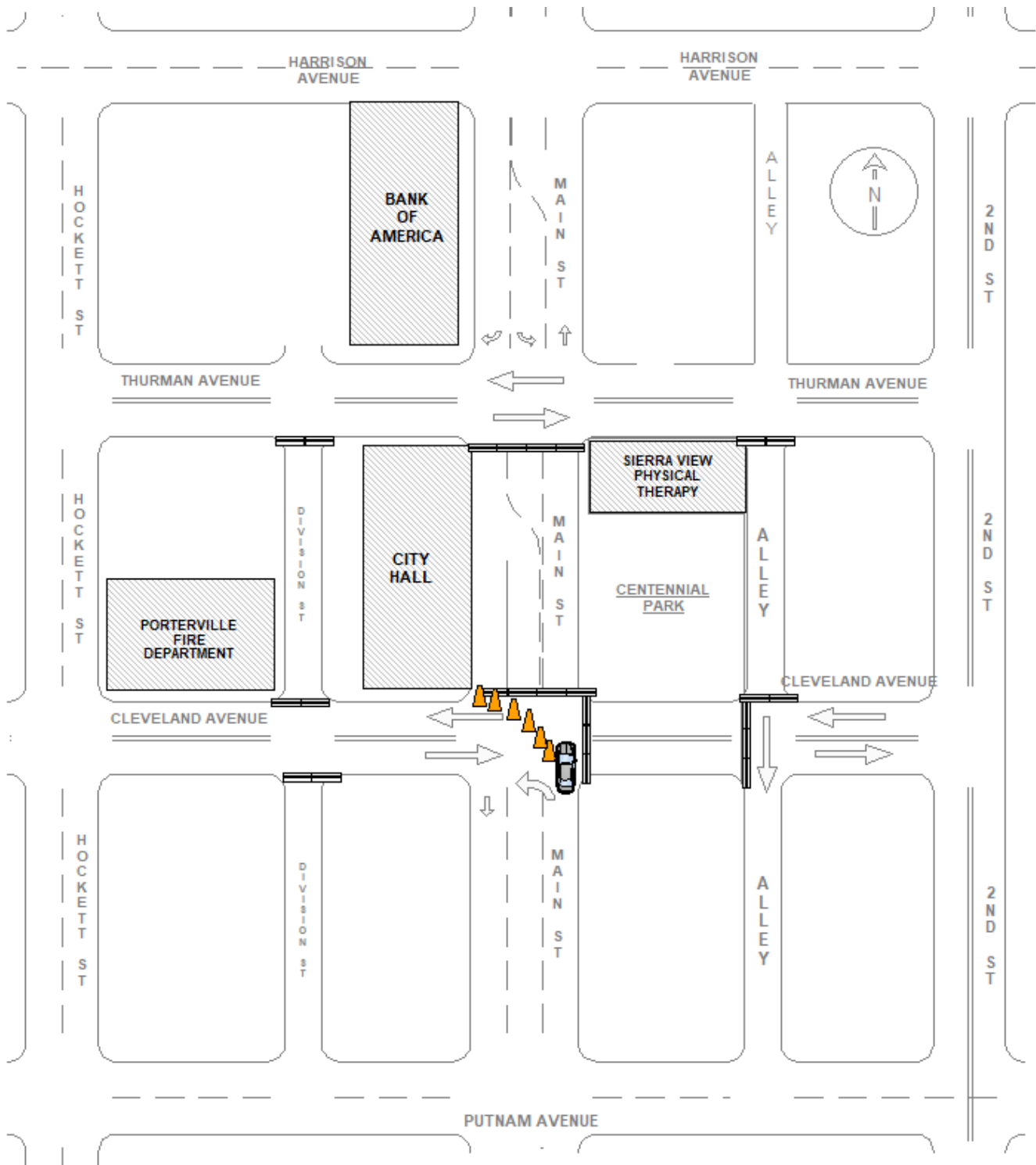
Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager





CITY COUNCIL AGENDA – AUGUST 3, 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 July 20, 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 June 30, 2021, there was \$1,058,169 in unpaid City utility accounts (water: \$503,738; sewer: \$292,298; and refuse: \$262,132), with the corresponding total loss in late fees of \$296,031 - 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. On July 27, 2021, the CDC issued guidance that recommended vaccinated individuals wear face coverings while indoors in areas considered to be experiencing increased spread ("substantial" or "high" risk) of the delta variant coronavirus, which Tulare County is currently considered "substantial" risk for spread.

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. On June 28, 2021, Governor Newsom signed legislation to extend the protections through September 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 underserved 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, with the testing site being terminated effective July 31, 2021. 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 193,281 vaccines to residents, and is available to all individuals age 12 or older. The County had identified large-scale community vaccination sites, with locations in Porterville (Porterville College), Tulare (Ag Center) and Visalia (College of the Sequoias), though the County transitioned the Porterville vaccination site to the Porterville Fairgrounds in May 2021 due to a parking lot project 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. Effective July 31, 2021, the local community vaccine clinic operated by Sierra View Medical Center and Imperial Ambulance at the Veterans Memorial Building will transition to Sierra View's facility on the southwest corner of Morton Avenue/Pearson Drive.

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 July 14, 2021, Governor Newsom announced the State's new \$100 billion California Comeback Plan, which includes \$5.2 billion allocated for both back-rent and prospective rent for eligible low income residents(California COVID-19 Rent Relief Program), as well as \$2 billion to pay back unpaid water and utility bills.

On March 11, 2021, President Biden signed the \$1.9 trillion American Rescue Plan Act, which includes \$65 billion in local government funding assistance, with recent estimates by adopted population formulas would provide \$19,984,717 in direct federal financial assistance to the City. Guidelines for the eligible use of funds are currently being drafted by the U.S. Department of the Treasury, which will administer the funds, who released the Interim Final Rule on May 10, 2021. The City's first allocation of \$9,992,358 was received on May 20, 2021, which the second allocation would be received twelve (12) months later in May 2022, with all funds required to be obligated by December 31, 2024, and expended by December 31, 2026. Pursuant to the Interim Final Rule, the funds may be used for: 1) support public health expenditures in response and mitigation of COVID-19, including public safety personnel; 2) address negative economic impacts caused by the public health emergency, including assistance to individuals, households, businesses and impacted industries (tourism, travel and hospitality); 3) replace lost public sector revenue; 4) provide premium pay for essential workers in critical infrastructure sectors; and 5) invest in water, sewer and broadband infrastructure. At its meeting on May 18, 2021, the Council provided direction that the priorities for funding be water infrastructure, homeless services, broadband and technology infrastructure, business assistance (restaurants in particular) and vaccine support.

At its meeting on May 5, 2020, the Council acted to amend its federal Community Development Block Grant (CDBG) 5-Year Action Plan and program the \$490,000 CDBG-CV business assistance funds received, and took additional action at its meeting on June 2, 2020, which staff received final approval from the Housing and Urban Development (HUD) Department on July 21, 2020, and begin providing local small business assistance. Although the City received approval of its CDBG-CV plan and program by HUD, on August 10, 2020, HUD released its final set of program rules, which staff had to review

for consistency. On September 17, 2020, the City received notification from HUD of an additional \$393,000 in additional CDBG-CV funds, which City staff is still awaiting final approval from HUD on the use of funds. At its meeting of June 16, 2020, the Council took action to defer the collection of the biannual \$25 business license from July 2020 to January 2021 for local small businesses, which due to the State's current regional stay at home order, at its meeting on December 15, 2020, the Council acted to defer the biannual collection again until July 2021.

On December 3, 2020, given the new Regional Stay-at-Home Orders, the State announced that a new \$500 million in grants would be made available to assist small businesses impacted by the Orders, which the application period for the first round of funding opened on December 30, 2020, and closed on January 13, 2021. A second round of funding was committed to by the State, with the application period having opened on February 2 and closed on February 8, 2021. Four additional rounds of funding were announced by the State on March 3, 2021, with the third round (waitlisted applicants from the first and second rounds only) having opened on March 5 and closed March 11, 2021, the fourth round (nonprofit cultural institutions only) opened on March 16 and closed on March 23, 2021, the fifth round (open to all eligible applicants) opened on March 25 and closed on March 31, 2021, and the sixth round (open to all eligible applicants) opened on April 28, 2021 and closed on May 4, 2021. Additional rounds of funding are expected to be announced soon, as the State has recognized an estimated \$75 billion budget surplus.

Given challenges of access and gaps in available small business assistance, some cities have developed self-funded small business assistance programs. As an example, the City of Whittier recently developed a \$500,000 small business assistance grant program, with eligible businesses required to have a valid business license, be independently owned and operated, and have a physical commercial location (home based businesses are not eligible). The program provides \$500 to personal care services providers (i.e. hair, massage, nail, skincare, tattoo), \$2,000 to businesses that generate less than \$250,000 in gross taxable sales, and \$2,500 to businesses that generate more than \$250,000 in gross taxable sales. Small businesses are defined as generating less than \$1.25 million in gross taxable sales.

From a City financial perspective, there is uncertainty as to how the pandemic would affect local sales tax and transient occupancy tax, which could be further compounded by a potential reassessment of property tax values. Fortunately, the conservative stewardship of the City has allowed it to have General Fund reserves for Catastrophic Emergencies (\$2.8 million) and Budget Stabilization (\$4.3 million), which in addition to the recent passage of Measure I, allows the City to purposefully address the current crisis and plan for budgetary accommodations that the City's essential services to the community can continue without current modification. The League of California Cities has estimated cities in California will collectively lose \$7 billion in revenue through the 2020-2021 fiscal year.

As a component of its 2020-2021 budget adoption, the State appropriated \$500 million of CARES Act funding to cities that were not allocated CARES Act funding directly by the federal government, including \$275 million to cities with a population of less than 300,000, which the City received approximately \$740,000.

On Friday, January 8, 2021, Governor Newsom announced the State's proposed \$227 billion budget for the 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. Governor Newsom Letter re: Outdoor Restaurant

- Operations - June 3, 2021
42. State of California Face Coverings Guidance - June 9, 2021
 43. Governor Newsom Executive Order N-07-21 - Stay-at-Home Order Rescinded
 44. Governor Newsom Executive Order N-08-21 - Executive Orders Rescinded
 45. City of Porterville Utilities Past Due Balances- June 2021

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 22-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE TO
PROCLAIM THE EXISTENCE OF A LOCAL EMERGENCY**

RESOLVED, by the City Council (the “Council”) of the City of Porterville (the “City”),
as follows:

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease which the
Centers for Disease Control and Prevention (CDC) considers to be a very serious public health
threat with outcomes ranging from mild to severe sickness and death; and

WHEREAS, COVID-19 is easily transmissible from person to person and has spread
globally to over 118 countries, infected more than 125,000, and killed more than 4,000 as of
March 11, 2020 per the World Health Organization (WHO); and

WHEREAS, on January 31, 2020, the United States Department of Public Health and
Human Services declared a public emergency for COVID-19 beginning on January 27, 2020;
and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency
in the State of California due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 11, 2020, WHO made the assessment that COVID-19 can be
characterized as a pandemic; and

WHEREAS, on March 12, 2020, Tulare County declared an emergency due to the
confirmed case of COVID-19 at Sierra View Medical Center in the city of Porterville, thus
enabling Tulare County to take extraordinary measures; and

WHEREAS, on March 13, 2020, Governor Newsom announced that California public
health officials have determined that gatherings of more than 250 people should be postponed or
canceled across the State at least until the end of March; and

WHEREAS, COVID-19 therefore and will continue to cause conditions of peril to the
health, safety, and welfare of persons and property in the City of Porterville; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 requires the City to divert resources from normal day-to-day operations, and has and will continue to impose extraordinary requirements on and expenses to the City; and

WHEREAS, the City Council hereby finds that the above described conditions related to the COVID-19 outbreak does warrant and necessitate the proclamation of the existence of a local emergency in the city of Porterville.

NOW, THEREFORE, it is hereby **DECLARED** and **ORDERED**, as follows:

1. The proclamation of existence of a local emergency exists throughout the City of Porterville.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Porterville.
3. As required by law, the City Council shall review the need to continue the state of emergency every thirty (30) days until this Resolution is terminated.

PASSED, APPROVED, AND ADOPTED this 17th day of March, 2020.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 17th day of March, 2020.

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

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

JOHN D. LOLLIS, City Clerk


By: Fernando Gabriel-Moraga, Deputy City Clerk

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS in December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, impacting more than 75 countries, including the United States; and

WHEREAS the State of California has been working in close collaboration with the national Centers for Disease Control and Prevention (CDC), with the United States Health and Human Services Agency, and with local health departments since December 2019 to monitor and plan for the potential spread of COVID-19 to the United States; and

WHEREAS on January 23, 2020, the CDC activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and

WHEREAS on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and on March 2, 2020, the Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

WHEREAS the California Department of Public Health has been in regular communication with hospitals, clinics and other health providers and has provided guidance to health facilities and providers regarding COVID-19; and

WHEREAS as of March 4, 2020, across the globe, there are more than 94,000 confirmed cases of COVID-19, tragically resulting in more than 3,000 deaths worldwide; and

WHEREAS as of March 4, 2020, there are 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties are in home monitoring based on possible travel-based exposure to the virus, and officials expect the number of cases in California, the United States, and worldwide to increase; and

WHEREAS for more than a decade California has had a robust pandemic influenza plan, supported local governments in the development of local plans, and required that state and local plans be regularly updated and exercised; and

WHEREAS California has a strong federal, state and local public health and health care delivery system that has effectively responded to prior events including the H1N1 influenza virus in 2009, and most recently Ebola; and

WHEREAS experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

WHEREAS it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases in California, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities and within the healthcare delivery system; and

WHEREAS personal protective equipment (PPE) is not necessary for use by the general population but appropriate PPE is one of the most effective ways to preserve and protect California's healthcare workforce at this critical time and to prevent the spread of COVID-19 broadly; and

WHEREAS state and local health departments must use all available preventative measures to combat the spread of COVID-19, which will require access to services, personnel, equipment, facilities, and other resources, potentially including resources beyond those currently available, to prepare for and respond to any potential cases and the spread of the virus; and

WHEREAS I find that conditions of Government Code section 8558(b), relating to the declaration of a State of Emergency, have been met; and

WHEREAS I find that the conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in California.

IT IS HEREBY ORDERED THAT:

1. In preparing for and responding to COVID-19, all agencies of the state government use and employ state personnel, equipment, and facilities or perform any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan, as well as the California Department of Public Health and the Emergency Medical Services Authority. Also, all residents are to heed the advice of emergency officials with regard to this emergency in order to protect their safety.
2. As necessary to assist local governments and for the protection of public health, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of COVID-19.
3. Any out-of-state personnel, including, but not limited to, medical personnel, entering California to assist in preparing for, responding to, mitigating the effects of, and recovering from COVID-19 shall be permitted to provide services in the same manner as prescribed in Government Code section 179.5, with respect to licensing and certification. Permission for any such individual rendering service is subject to the approval of the Director of the Emergency Medical Services Authority for medical personnel and the Director of the Office of Emergency Services for non-medical personnel and shall be in effect for a period of time not to exceed the duration of this emergency.
4. The time limitation set forth in Penal Code section 396, subdivision (b), prohibiting price gouging in time of emergency is hereby waived as it relates to emergency supplies and medical supplies. These price gouging protections shall be in effect through September 4, 2020.
5. Any state-owned properties that the Office of Emergency Services determines are suitable for use to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services for this purpose, notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.
6. Any fairgrounds that the Office of Emergency Services determines are suitable to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and can immediately use the fairgrounds without the fairground board of directors' approval, and

notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.

7. The 30-day time period in Health and Safety Code section 101080, within which a local governing authority must renew a local health emergency, is hereby waived for the duration of this statewide emergency. Any such local health emergency will remain in effect until each local governing authority terminates its respective local health emergency.
8. The 60-day time period in Government Code section 8630, within which local government authorities must renew a local emergency, is hereby waived for the duration of this statewide emergency. Any local emergency proclaimed will remain in effect until each local governing authority terminates its respective local emergency.
9. The Office of Emergency Services shall provide assistance to local governments that have demonstrated extraordinary or disproportionate impacts from COVID-19, if appropriate and necessary, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
10. To ensure hospitals and other health facilities are able to adequately treat patients legally isolated as a result of COVID-19, the Director of the California Department of Public Health may waive any of the licensing requirements of Chapter 2 of Division 2 of the Health and Safety Code and accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat legally isolated patients while protecting public health and safety. Any facilities being granted a waiver shall be established and operated in accordance with the facility's required disaster and mass casualty plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
11. To support consistent practices across California, state departments, in coordination with the Office of Emergency Services, shall provide updated and specific guidance relating to preventing and mitigating COVID-19 to schools, employers, employees, first responders and community care facilities by no later than March 10, 2020.
12. To promptly respond for the protection of public health, state entities are, notwithstanding any other state or local law, authorized to share relevant medical information, limited to the patient's underlying health conditions, age, current condition, date of exposure, and possible contact tracing, as necessary to address the effect of the COVID-19 outbreak with state, local, federal, and nongovernmental partners, with such information to be used for the limited purposes of monitoring, investigation and control, and treatment and coordination of care. The

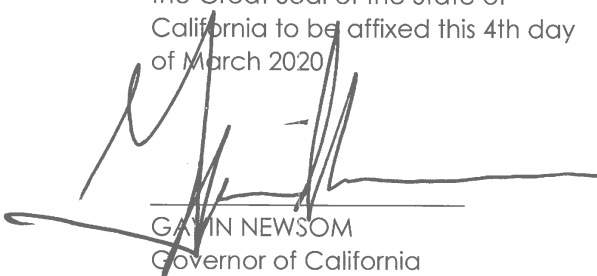
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

13. Notwithstanding Health and Safety Code sections 1797.52 and 1797.218, during the course of this emergency, any EMT-P licensees shall have the authority to transport patients to medical facilities other than acute care hospitals when approved by the California EMS Authority. In order to carry out this order, to the extent that the provisions of Health and Safety Code sections 1797.52 and 1797.218 may prohibit EMT-P licensees from transporting patients to facilities other than acute care hospitals, those statutes are hereby suspended until the termination of this State of Emergency.

14. The Department of Social Services may, to the extent the Department deems necessary to respond to the threat of COVID-19, waive any provisions of the Health and Safety Code or Welfare and Institutions Code, and accompanying regulations, interim licensing standards, or other written policies or procedures with respect to the use, licensing, or approval of facilities or homes within the Department's jurisdiction set forth in the California Community Care Facilities Act (Health and Safety Code section 1500 et seq.), the California Child Day Care Facilities Act (Health and Safety Code section 1596.70 et seq.), and the California Residential Care Facilities for the Elderly Act (Health and Safety Code section 1569 et seq.). Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 4th day
of March 2020



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**PROCLAMATIONS**

Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak

Issued on: March 13, 2020



In December 2019, a novel (new) coronavirus known as SARS-CoV-2 (“the virus”) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. I have taken sweeping action to control the spread of the virus in the United States, including by suspending entry of foreign nationals seeking entry who had been physically present within the prior 14 days in certain jurisdictions where COVID-19 outbreaks have occurred, including the People’s Republic of China, the Islamic Republic of Iran, and the Schengen Area of Europe. The Federal Government, along with State and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories. On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic, as the rates of infection continue to rise in many locations around the world and across the United States.

The spread of COVID-19 within our Nation’s communities threatens to strain our Nation’s healthcare systems. As of March 12, 2020, 1,645 people from 47 States have been infected with the virus that

causes COVID-19. It is incumbent on hospitals and medical facilities throughout the country to assess their preparedness posture and be prepared to surge capacity and capability. Additional measures, however, are needed to successfully contain and combat the virus in the United States.

NOW, THEREFORE, I, DONALD J. TRUMP, President of the United States, by the authority vested in me by the Constitution and the laws of the United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601 *et seq.*) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), do hereby find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020. Pursuant to this declaration, I direct as follows:

Section 1. Emergency Authority. The Secretary of HHS may exercise the authority under section 1135 of the SSA to temporarily waive or modify certain requirements of the Medicare, Medicaid, and State Children's Health Insurance programs and of the Health Insurance Portability and Accountability Act Privacy Rule throughout the duration of the public health emergency declared in response to the COVID-19 outbreak.

Sec. 2. Certification and Notice. In exercising this authority, the Secretary of HHS shall provide certification and advance written notice to the Congress as required by section 1135(d) of the SSA (42 U.S.C. 1320b-5(d)).

Sec. 3. General Provisions. (a) Nothing in this proclamation shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This proclamation shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This proclamation is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

IN WITNESS WHEREOF, I have hereunto set my hand this thirteenth day of March, in the year of our Lord two thousand twenty, and of the Independence of the United States of America the two hundred and forty-fourth.

DONALD J. TRUMP



Health & Human Services Agency COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: March 17, 2020

Public Hearing Required	Yes ☐	N/A ☒
Scheduled Public Hearing w/Clerk	Yes ☐	N/A ☒
Published Notice Required	Yes ☐	N/A ☒
Advertised Published Notice	Yes ☐	N/A ☒
Meet & Confer Required	Yes ☐	N/A ☒
Electronic file(s) has been sent	Yes ☒	N/A ☐
Budget Transfer (Aud 308) attached	Yes ☐	N/A ☒
Personnel Resolution attached	Yes ☐	N/A ☒
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes ☐	N/A ☒

CONTACT PERSON: Andrew Lockman PHONE: 624-8000

SUBJECT: Ratify Proclamations of Emergency for COVID-19

REQUEST(S):

That the Board of Supervisors:

1. Ratify a Proclamation of Local Emergency issued by the County Coordinator of Emergency Services on March 11, 2020 due to COVID-19; and
2. Ratify a Proclamation of Local Health Emergency issued by the County Health Officer on March 11, 2020 due to COVID-19.

SUMMARY:

As has been widely covered in the media, the COVID-19 outbreak originated in China beginning in December 2019. The Tulare County Department of Public Health, in cooperation with all Tulare County departments and numerous healthcare and community partners, has been actively monitoring and proactively preparing for COVID-19 since early January 2020.

Since that time, cases have been reported worldwide along with numerous deaths resulting from the disease. California has had numerous cases resulting from travel, person-to-person contact, and community spread. On March 4, 2020, Governor Newsom proclaimed a State of Emergency for COVID-19 after the first COVID-19 related death in California. Since that date, confirmed cases have also occurred in neighboring Fresno and Madera Counties.

On March 11, 2020, Tulare County had its first confirmed positive COVID-19 case. As a result, the County implemented a contingency plan under which the County's Coordinator of Emergency Services proclaimed a Local Emergency, and the County

SUBJECT: Ratify Proclamations of Emergency due to COVID-19
DATE: March 17, 2020

Health Officer proclaimed a Local Health Emergency, to enable the County to take all necessary response actions to combat the effects of the disease. Pursuant to California Government Code section 8630(b), these proclamations must be ratified within seven (7) days by the Board of Supervisors in order to remain in effect.

The Governor's State of Emergency dated March 4, 2020, waives statutory requirements to renew emergency proclamations for COVID-19, so these local proclamations will remain in effect until terminated by the Tulare County Board of Supervisors.

As a matter of information, local public health emergencies due to the threat posed by COVID-19 also have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes.

FISCAL IMPACT/FINANCING:

There is no cost associated with proclaiming or terminating a local emergency or local health emergency. The proclamation of local emergency contains a request for California Disaster Assistance Act funding, which may result in cost recovery of extraordinary response costs associated with this incident.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Safety and Security initiative, with a directive to plan and provide coordinated emergency preparedness, response, recovery and mitigation capabilities for both natural and man-made disasters. These proclamations support the County's emergency response and coordination efforts by ensuring all necessary actions can be taken to mitigate the spread of disease.

ADMINISTRATIVE SIGN-OFF:



Timothy W. Lutz
Agency Director

Cc: County Administrative Office

Attachment(s) Proclamation of Local Emergency
Proclamation of Local Health Emergency

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF RATIFY PROCLAMATIONS) Resolution No. _____
OF EMERGENCY DUE TO COVID-19) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Ratified a Proclamation of Local Emergency issued by the County Coordinator of Emergency Services on March 11, 2020 due to COVID-19; and
2. Ratified a Proclamation of Local Health Emergency issued by the County Health Officer on March 11, 2020 due to COVID-19.

**PROCLAMATION OF A LOCAL EMERGENCY
BY THE DIRECTOR OF EMERGENCY SERVICES**

WHEREAS, Government Code section 8630 and Tulare County Ordinance Code section 1-15-1030 authorize the Director of Emergency Services to proclaim a local emergency when the County of Tulare ("County") is threatened by conditions of disaster or extreme peril to the safety of persons and property within the County that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County, and the Board of Supervisors is not in session; and

WHEREAS, the Director of Emergency Services hereby finds:

Conditions of extreme peril to the safety of persons and property have arisen within the County due to the following:

A novel coronavirus (named "COVID-19") was first detected in Wuhan City, Hubei Province, China, in December 2019. The U.S. Centers for Disease Control and Prevention ("CDC") considers the virus to be a very serious public health threat, based on current information. In part, the virus is considered a serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

The number of reported cases of COVID-19 has escalated dramatically over a short period of time. To date, worldwide there are over 125,000 confirmed cases of COVID-19 and over 4,600 deaths from COVID-19. Cases of COVID-19, though concentrated in China, have been reported in one hundred twenty-two countries, including the United States, and include individuals who never visited China. Transmission from an asymptomatic individual has been documented. In the U.S., there have been 939 total cases of COVID-19 confirmed to date in 41 different states, and at least 29 deaths reported.

The World Health Organization has declared the outbreak to be a global health emergency. Actions are being taken to protect public health and limit the spread of COVID-19 in the United States.

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California. There are now almost 200 confirmed cases in California spanning some 24 counties and at least four deaths have been reported in California due to COVID-19.

Local public health emergencies due to the threat posed by COVID-19 have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes; and

Tulare County has a population of over 450,000 residents, many of whom travel frequently for business or personal reasons. The Health Officer of the County of Tulare has determined that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Tulare County, and has declared a Local Health Emergency as a result.

These conditions are beyond the control of the services, personnel, equipment, and facilities of the County and require the combined forces of other political subdivisions to combat.

WHEREAS, on March 11, 2020, a Tulare County resident tested positive for COVID-19; and

WHEREAS, based on the experience of other California communities, it can reasonably be expected that other positive tests will soon follow; and

WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

WHEREAS, during a local emergency, the Director of Emergency Services or other individual authorized to serve in that capacity under Tulare County Ordinance Code sections 1-15-1031 and 1-15-1032 is empowered by Tulare County Ordinance Code section 1-15-1025 to issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, that such rules and regulations must be confirmed at the earliest possible time by the Board of Supervisors; and

WHEREAS, the Director of Emergency Services is unavailable to issue a proclamation as he is currently outside of Tulare County and has authorized his successor, the County's Coordinator of Emergency Services (Assistant County Administrative Officer), as designated in Tulare County Ordinance Code sections 1-15-1010 (c) and 1-15-1030 (g) to exercise the powers of Director of Emergency Services as provided for in Tulare County Ordinance Code section 1-15-1030 (h) and thereby to issue this proclamation of local emergency; and

WHEREAS, the Tulare County Health Department must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to COVID-19; and

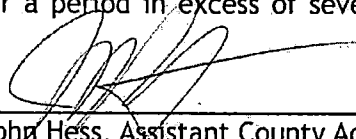
NOW THEREFORE, the Tulare County Coordinator of Emergency Services hereby:

1. Proclaims that a local emergency, as defined in Government Code Section 8558 and Tulare County Ordinance Code Section 1-15-1005, now exists within the County due to the presence of COVID-19; and
2. Requests that the Governor of the State of California request a federal declaration to provide assistance, including, but not limited to, California Disaster Assistance Act ("CDAA"); and
3. Orders that the Tulare County Health Department must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to COVID-19.

The local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the Board of Supervisors.

Date: March 11, 2020

Time: 10:33 pm

By: 

John Hess, Assistant County Administrative Officer
and Emergency Services Coordinator

APPROVED AS TO FORM:
COUNTY COUNSEL

/s/ Jennifer M. Shiffert
Deputy
Matter No. 2020217

Jlk/03-11-2020/2020217/1444043

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277
559-624-8480



**PROCLAMATION OF LOCAL HEALTH EMERGENCY
REGARDING NOVEL CORONAVIRUS (COVID-19)**

WHEREAS, California Health and Safety Code section 101080 and Tulare County Ordinance Code section 1-15-1033 authorize the local health officer to declare a local health emergency in the health officer's jurisdiction, or any part thereof, whenever the health officer reasonably determines that there is an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

WHEREAS, the local health emergency shall not remain in effect after 7 days from the date of this declaration unless it has been ratified by the County of Tulare's Board of Supervisors; and

WHEREAS, the Health Officer of the County of Tulare makes the following findings:

A novel coronavirus (named "COVID-19") was first detected in Wuhan City, Hubei Province, China, in December 2019. The U.S. Centers for Disease Control and Prevention ("CDC") considers the virus to be a very serious public health threat, based on current information. In part, the virus is considered a serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation, but are poorly characterized at this time. The best information to date suggests that the virus is spread between people primarily via respiratory droplets produced when an infected person coughs or sneezes. Symptoms of the virus include fever, cough, and shortness of breath, and infected individuals have experienced a range of outcomes, from mild sickness to severe illness and death. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

The number of reported cases of COVID-19 has escalated dramatically over a short period of time. To date, worldwide there are over 125,000 confirmed cases of COVID-19 and over 4,600 deaths from COVID-19. Cases of COVID-19, though concentrated in China, have been reported in 122 counties, including the United States. Confirmed cases of COVID-19 include individuals who never visited China. Transmission from an asymptomatic individual has been documented. The World Health Organization has declared the outbreak to be a global health emergency.

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California.

**DECLARATION OF LOCAL HEALTH EMERGENCY
REGARDING NOVEL CORONAVIRUS (COVID-19)**

There are now almost 200 confirmed cases in California spanning 24 counties, and 4 deaths have been reported in California due to COVID-19.

Local public health emergencies due to the threat posed by COVID-19 have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes.

Tulare County has a population of over 450,000 residents, many of whom travel frequently for business or personal reasons. As of March 11, 2020 there are 939 total cases of COVID-19 in the United States and 29 deaths. 41 states have reported cases.

WHEREAS, on March 11, 2020, a Tulare County resident tested positive for COVID-19; and

WHEREAS, based on the experience of other California communities, it can reasonably be expected that other positive tests will soon follow; and

WHEREAS, the Health Officer of the County of Tulare does hereby find that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Tulare County; and

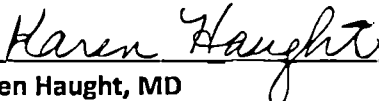
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

NOW, THEREFORE, the Health Officer of the County of Tulare hereby proclaims and declares that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19.

Date: March 11, 2020

Time: 10:50 pm

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By /s/Jennifer M. Shiffert
Deputy
Matter No. 2020217

Jlk/03-11-2020/2020217/1444044.DOCX



TULE RIVER INDIAN TRIBE OF CALIFORNIA

IN THE MATTER OF:

Resolution to Formally Declare a State of
Emergency for the Tule River Tribe of The)
Tule River Reservation of California)

RESOLUTION NO. FY2020-100

BE IT RESOLVED BY THE COUNCIL OF THE TULE RIVER INDIAN TRIBE:

WHEREAS, the Tule River Indian Tribe (the "Tribe") is a federally recognized Indian tribe organized pursuant to the Constitution and Bylaws of the Tule River Indian Tribe approved January 15, 1936 ("Constitution"); and

WHEREAS, pursuant to Article III, Section 1 of the Constitution the governing body of the Tribe is the Tribal Council and pursuant to Article VI, Section 1 of its Constitution it has the power to promulgate ordinance for the purpose of safeguarding the peace and safety of residents of the reservation and to adopt resolutions regulating the procedure of tribal agencies of the reservation; and

WHEREAS, On March 4th 2020, a proclaimed State of Emergency exists in the State of California, as result of the threat of COVID-19; and

WHEREAS, despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS, for the safety and protection of the public health within the jurisdiction of the Tribe for the Tribe and/or its governmental agencies to obtain emergency support and funding from Federal, state and local agencies; and

WHEREAS, the Tule River Tribal Council desires to consider state and local recommendation deemed necessary in the interests of the public health, issue guidance limiting or recommend limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved thereby constituting a force majeure; and

WHEREAS, in the interest of public health and safety, it is necessary to exercise my authority under Constitution of the governing body of the Tribe to ensure adequate response and address potential issues related to the threat of COVID-19; and

NOW THEREFORE BE IT RESOLVED, the Tribal Council hereby declares a State of Emergency for the safety and protection of the public health within the jurisdiction of the Tribe for the Tribe and/or its governmental agencies to obtain emergency support and funding from Federal, state and local agencies

Page 2.

Resolution No. FY2020-100

BE IT FURTHER RESOLVED that this resolution has not been amended or rescinded in any way.

CERTIFICATION

UPON MOTION OF COUNCIL MEMBER **Zachary Janoko** SECONDED BY COUNCIL MEMBER **Steve M. Peyron, Jr.**, THE FOREGOING WAS ADOPTED BY THE TULE RIVER TRIBAL COUNCIL AT A DULY CALLED MEETING HELD ON **Friday, March 13, 2020**, AT WHICH A QUORUM WAS PRESENT BY THE FOLLOWING VOTES:

AYES: 8

NOES: 0

ABSTAIN 0


NEIL PEYRON, CHAIRMAN
TULE RIVER TRIBAL COUNCIL


HEATHER TERAN, SECRETARY
TULE RIVER TRIBAL COUNCIL

ATTEST TO:


RECORDING SECRETARY

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-25-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS state and local public health officials may, as they deem necessary in the interest of public health, issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS the Department of Public Health is maintaining up-to-date guidance relating to COVID-19, available to the public at <http://cdph.ca.gov/covid19>; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to minimize the spread and mitigate the effects of COVID-19; and

WHEREAS there is a need to secure numerous facilities to accommodate quarantine, isolation, or medical treatment of individuals testing positive for or exposed to COVID-19; and

WHEREAS, many individuals who have developmental disabilities and receive services through regional centers funded by the Department of Developmental Services also have chronic medical conditions that make them more susceptible to serious symptoms of COVID-19, and it is critical that they continue to receive their services while also protecting their own health and the general public health; and

WHEREAS individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources such as shelters and food banks; and

WHEREAS in the interest of public health and safety, it is necessary to exercise my authority under the Emergency Services Act, specifically Government Code section 8572, to ensure adequate facilities exist to address the impacts of COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571 and 8572, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19.
2. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 2627(b)(1) for disability insurance applicants who are unemployed and disabled as a result of the COVID-19, and who are otherwise eligible for disability insurance benefits.
3. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 1253(d) for unemployment insurance applicants who are unemployed as a result of the COVID-19, and who are otherwise eligible for unemployment insurance benefits.
4. Notwithstanding Health and Safety Code section 1797.172(b), during the course of this emergency, the Director of the Emergency Medical Services Authority shall have the authority to implement additions to local optional scopes of practice without first consulting with a committee of local EMS medical directors named by the EMS Medical Directors Association of California.
5. In order to quickly provide relief from interest and penalties, the provisions of the Revenue and Taxation Code that apply to the taxes and fees administered by the Department of Tax and Fee Administration, requiring the filing of a statement under penalty of perjury setting forth the facts for a claim for relief, are suspended for a period of 60 days after the date of this Order for any individuals or businesses who are unable to file a timely tax return or make a timely payment as a result of complying with a state or local public health official's imposition or recommendation of social distancing measures related to COVID-19.
6. The Franchise Tax Board, the Board of Equalization, the Department of Tax and Fee Administration, and the Office of Tax Appeals shall use their administrative powers where appropriate to provide those individuals and businesses impacted by complying with a state or local public health official's imposition or recommendation of social

distancing measures related to COVID-19 with the extensions for filing, payment, audits, billing, notices, assessments, claims for refund, and relief from subsequent penalties and interest.

7. The Governor's Office of Emergency Services shall ensure adequate state staffing during this emergency. Consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors, are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. The Director of the California Department of Human Resources must be notified of any individual employed pursuant to these waivers.
8. The California Health and Human Services Agency and the Office of Emergency Services shall identify, and shall otherwise be prepared to make available—including through the execution of any necessary contracts or other agreements and, if necessary, through the exercise of the State's power to commandeer property – hotels and other places of temporary residence, medical facilities, and other facilities that are suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period.
9. The certification and licensure requirements of California Code of Regulations, Title 17, section 1079 and Business and Professions Code section 1206.5 are suspended as to all persons who meet the requirements under the Clinical Laboratory Improvement Amendments of section 353 of the Public Health Service Act for high complexity testing and who are performing analysis of samples to test for SARS-CoV-2, the virus that causes COVID-19, in any certified public health laboratory or licensed clinical laboratory.
10. To ensure that individuals with developmental disabilities continue to receive the services and supports mandated by their individual program plans threatened by disruptions caused by COVID-19, the Director of the Department of Developmental Services may issue directives waiving any provision or requirement of the Lanterman Developmental Disabilities Services Act, the California Early Intervention Services Act, and the accompanying regulations of Title 17, Division 2 of the California Code of Regulations. A directive may delegate to the regional centers any authority granted to the Department by law where the Director believes such delegation is necessary to ensure services to individuals with developmental disabilities. The Director shall describe the need justifying the waiver granted in each directive and articulate how the waiver is necessary to protect the public health or safety from the threat of COVID-19 or necessary to ensure that services to individuals with developmental disabilities are not disrupted. Any waiver granted by a directive shall expire 30 days from the date of its issuance. The Director may grant one or more 30-day extensions if the waiver continues to be necessary

to protect health or safety or to ensure delivery of services. The Director shall rescind a waiver once it is no longer necessary to protect public health or safety or ensure delivery of services. Any waivers and extensions granted pursuant to this paragraph shall be posted on the Department's website.

11. Notwithstanding any other provision of state or local law, including the Bagley-Keene Act or the Brown Act, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body or state body, during the period in which state or local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended, on the conditions that:

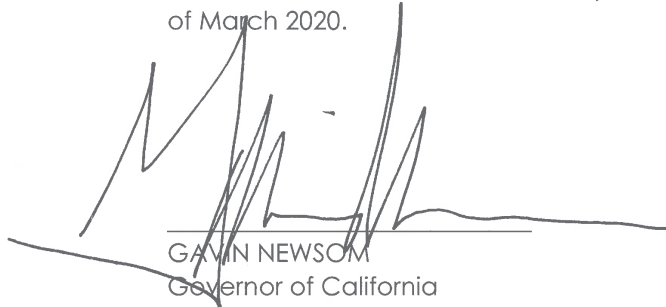
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice requirement in paragraph (i), each state or local body must notice at least one publicly accessible location from which members of the public shall have the right to observe and offer public comment at the public meeting, consistent with the public's rights of access and public comment otherwise provided for by the Bagley-Keene Act and the Brown Act, as applicable (including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act).

In addition to the mandatory conditions set forth above, all state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 12th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-28-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

WHEREAS many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

WHEREAS Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

WHEREAS because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

WHEREAS local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

WHEREAS local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

WHEREAS in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

WHEREAS many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

WHEREAS many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
 - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
 - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-32-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS in the past two years, the State of California has allocated \$1.15 billion to local partners through the Homeless Emergency Aid Program and the Homeless Housing, Assistance, and Prevention Program, funding intended to provide for a variety of programs and facilities aimed at combatting homelessness; and

WHEREAS on March 17, 2020, I signed Senate Bill 89, emergency legislation that authorizes \$500 million in immediately available funding to help California fight COVID-19 for any purpose related to the March 4, 2020 proclamation of a State of Emergency, including to support local governments to protect the health and safety of homeless populations, reduce the spread of COVID-19 in homeless populations, and provide safe beds for people experiencing homelessness; and

WHEREAS the emergency of COVID-19 necessitates a more focused approach, including emergency protective measures to bring unsheltered Californians safely indoors, expand shelter capacity, maintain health and sanitation standards and institute medically indicated interventions, and add new isolation and quarantine capacity to California's shelter and housing inventory to slow the spread of the pandemic; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

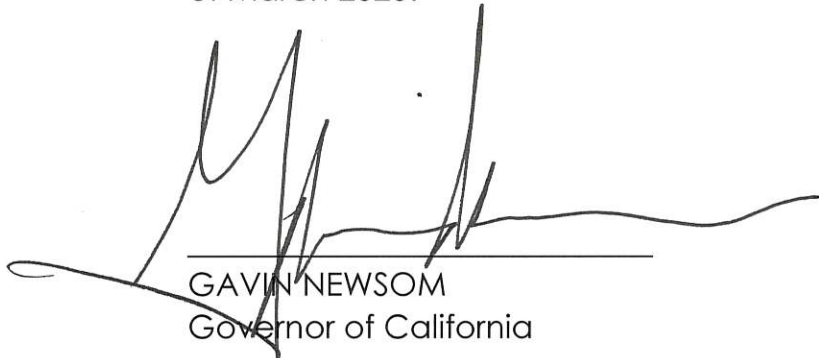
- 1) To the limited extent that any part of Health & Safety Code section 50214, subdivision (a), restricts a local jurisdiction from expending Homeless Emergency Aid Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through implementing guidance from the Department of Public Health on hand and respiratory hygiene and protective congregate living protocols, and providing isolation and quarantine capacity, that part is suspended.

- 2) To the limited extent that any part of Health & Safety Code section 50219, subdivision (c), restricts a local jurisdiction from expending Homeless Housing, Assistance, and Prevention Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through expanding shelter and housing services and capacity, that part is suspended.
- 3) Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are suspended for any project using Homeless Emergency Aid Program funds, Homeless Housing, Assistance, and Prevention Program funds, or funds appropriated in Senate Bill 89, signed on March 17, 2020.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 18th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-33-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating updated and more stringent guidance from federal, state, and local public health officials; and

WHEREAS for the preservation of public health and safety throughout the entire State of California, I find it necessary for all Californians to heed the State public health directives from the Department of Public Health.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8627, and 8665 do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To preserve the public health and safety, and to ensure the healthcare delivery system is capable of serving all, and prioritizing those at the highest risk and vulnerability, all residents are directed to immediately heed the current State public health directives, which I ordered the Department of Public Health to develop for the current statewide status of COVID-19. Those directives are consistent with the March 19, 2020, Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response, found at: <https://covid19.ca.gov/>. Those directives follow:

ORDER OF THE STATE PUBLIC HEALTH OFFICER
March 19, 2020

To protect public health, I as State Public Health Officer and Director of the California Department of Public Health order all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>. In addition, and in consultation with the Director of the Governor's Office of Emergency Services, I may designate additional sectors as critical in order to protect the health and well-being of all Californians.

Pursuant to the authority under the Health and Safety Code 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150, this order is to go into effect immediately and shall stay in effect until further notice.

The federal government has identified 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or

destruction would have a debilitating effect on security, economic security, public health or safety, or any combination thereof. I order that Californians working in these 16 critical infrastructure sectors may continue their work because of the importance of these sectors to Californians' health and well-being.

This Order is being issued to protect the public health of Californians. The California Department of Public Health looks to establish consistency across the state in order to ensure that we mitigate the impact of COVID-19. Our goal is simple, we want to bend the curve, and disrupt the spread of the virus.

The supply chain must continue, and Californians must have access to such necessities as food, prescriptions, and health care. When people need to leave their homes or places of residence, whether to obtain or perform the functions above, or to otherwise facilitate authorized necessary activities, they should at all times practice social distancing.

- 2) The healthcare delivery system shall prioritize services to serving those who are the sickest and shall prioritize resources, including personal protective equipment, for the providers providing direct care to them.
- 3) The Office of Emergency Services is directed to take necessary steps to ensure compliance with this Order.
- 4) This Order shall be enforceable pursuant to California law, including, but not limited to, Government Code section 8665.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 19th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

ESSENTIAL WORKFORCE

On March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents immediately to heed current State public health directives to stay home, except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect health and well-being of all Californians.

In accordance with this order, the State Public Health Officer has designated the following list of “Essential Critical Infrastructure Workers” to help state, local, tribal, and industry partners as they work to protect communities, while ensuring continuity of functions critical to public health and safety, as well as economic and national security.

Sector Index:

1. [Health and Public Health Sector](#)
2. [Emergency Services Sector](#)
3. [Food and Agriculture Sector](#)
4. [Energy Sector](#)
5. [Water and Wastewater Sector](#)
6. [Transportation and Logistics Sector](#)
7. [Communications and Information Technology Sector](#)
8. [Government Operations and Other Community-Based Essential Functions](#)
9. [Critical Manufacturing Sector](#)
10. [Financial Services Sector](#)
11. [Chemical Sector](#)
12. [Defense Industrial Base Sector](#)
13. [Industrial, Commercial, Residential and Sheltering Facilities and Services](#)

Relevant Guidance For All Sectors:

- [Face Coverings Guidance](#)
 - [Orientación Sobre el Uso de Mascarillas de Tela](#)
- [Self-Isolation for Older Adults and Those Who Have Elevated Risk](#)
 - [Aislamiento para Adultos Mayores y Personas que Tienen un Riesgo Elevado](#)
- [Employers, health care workers and workers in general industry](#)

1. HEALTHCARE / PUBLIC HEALTH

Sector Profile

The Healthcare and Public Health (HPH) Sector is large, diverse, and open, spanning both the public and private sectors. It includes publicly accessible healthcare facilities, research centers, suppliers, manufacturers, and other physical assets and vast, complex public-private information technology systems required for care delivery and to support the rapid, secure transmission and storage of large amounts of HPH data.

Essential Workforce, if remote working is not practical:

1. Health care providers and caregivers (including physicians, dentists, psychologists, mid-level practitioners, nurses, assistants, and aids; infection control and quality assurance personnel; pharmacists; physical, respiratory, speech and occupational therapists and assistants; social workers and providers serving individuals with disabilities including developmental disabilities; optometrists; speech pathologists; chiropractors; diagnostic and therapeutic technicians; and radiology technologists).
2. Workers required for effective clinical, command, infrastructure, support service, administrative, security and intelligence operations across the direct patient care and full healthcare and public health spectrum, including accounting, administrative, admitting and discharge, engineering, accrediting, certification, licensing, credentialing, epidemiological, source plasma and blood donation, food service, environmental services, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians; emergency medical services workers; prehospital workers including but not limited to urgent care workers; inpatient and hospital workers; outpatient care workers; home care workers; workers at long-term care facilities, residential and community-based providers; workplace safety workers).
3. Workers needed to support transportation to and from healthcare facilities and provider appointments.
4. Workers needed to provide laundry services, food services, reprocessing of medical equipment, and waste management.
5. Vendors and suppliers (including imaging, pharmacy, oxygen services, durable medical equipment)
6. Workers who perform critical clinical research, development, and testing needed for COVID-19 response.
7. Workers in other medical and life science facilities (including Ambulatory Health and Surgical, Blood Banks, Clinics, Community Mental Health, Comprehensive Outpatient rehabilitation, End Stage Renal Disease, Health Departments, Home Health care, Hospices, Hospitals, Long Term Care, Organ Pharmacies, Procurement Organizations, Psychiatric, Residential, Rural Health Clinics and Federally Qualified Health Centers, and retail facilities specializing in medical goods and supplies, including cannabis).
8. Workers for health manufacturing (including life science companies, and companies that have shifted production to medical supplies), materials and parts suppliers, technicians, logistics and warehouse operators, printers, packagers, and distributors of medical equipment (including those who test and repair), personal protective equipment (PPE), isolation barriers, medical

- gases, pharmaceuticals (including materials used in radioactive drugs, and cannabis products), dietary supplements, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, personal hygiene products, and tissue and paper towel products.
9. Public health / community health workers, including those who compile, model, analyze and communicate public health information.
 10. Behavioral and mental health workers responsible for coordination, outreach, engagement, and treatment to individuals in need of mental health and/or behavioral services.
 11. Donors of blood bone marrow, blood stem cell, or plasma and the workers of the organizations that operate and manage related activities.
 12. Workers that manage health plans, billing, and health information.
 13. Workers who conduct community-based public health functions, conducting epidemiologic surveillance, compiling, analyzing and communicating public health information.
 14. Workers performing IT and cybersecurity functions at healthcare and public health facilities.
 15. Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions.
 16. Pharmacy employees, including workers necessary to maintain uninterrupted prescription filling.
 17. Workers in retail facilities specializing in medical goods and supplies.
 18. Public health and environmental health workers, including workers specializing in environmental health that focus on implementing environmental controls, sanitary and infection control interventions, healthcare facility safety and emergency preparedness planning, engineered work practices, and developing guidance and protocols for appropriate PPE to prevent COVID-19 disease transmission; Public health/ community health workers (including call center workers) who conduct community- based public health functions, conducting epidemiologic surveillance and compiling, analyzing, and communicating public health information.
 19. Mortuary services providers, including workers performing mortuary, funeral, cremation burial, cemetery, and related services, including funeral homes, crematoriums, cemetery workers and coffin makers.
 20. Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to behavioral and mental health services to the family members, responders, and survivors of an incident.
 21. Workers supporting veterinary hospitals and clinics.

Relevant Sector Guidance:

- [All Facility Letters for health care facilities, including long-term care facilities](#)
- [Health care facilities, Skilled Nursing Facilities](#)
- [Individuals with Access and Functional Needs](#)
- [Medical Waste Management - Interim Guidelines](#)
- [Outpatient Healthcare Facility Infection Control Recommendations for Suspect COVID-19 Patients](#)
- [Prioritization of Patients for Laboratory Testing for COVID-19](#)
- [Veterinary Professionals and Premises](#)
- Regional Centers:
 - [Visits to Licensed Residential Facilities](#)
 - [Risk Mitigation Strategies for ARFPSHN, ICF/DD-CN](#)
- [Adult and Senior Care Facilities](#)

- [Cuidado a los Adultos Mayores](#)
- [Community care facilities, including assisted living facilities and child care](#)
- [Medi-Cal Managed Care Health Plans: COVID – 19 Screening and Testing](#)
- [Coverage Options Fact Sheet](#)
 - [Opciones De Cobertura](#)
- [Department of Managed Health Care All Plan Letter](#)
- [California Department of Insurance Bulletin](#)

2. EMERGENCY SERVICES SECTOR

Sector Profile

The Emergency Services Sector (ESS) is a community of highly-skilled, trained personnel, along with the physical and cyber resources, that provide a wide range of prevention, preparedness, response, and recovery services during both day-to-day operations and incident response. The ESS includes geographically distributed facilities and equipment in both paid and volunteer capacities organized primarily at the federal, state, local, tribal, and territorial levels of government, such as city police departments and fire stations, county sheriff's offices, Department of Defense police and fire departments, and town public works departments. The ESS also includes private sector resources, such as industrial fire departments, private security organizations, and private emergency medical services providers.

Essential Workforce, if remote working is not practical:

1. Public, private, and voluntary personnel (front line and management) in emergency management, law enforcement, fire and rescue services, emergency medical services, corrections, rehabilitation and reentry, search and rescue, hazardous material response, and technicians supporting maritime and aviation emergency response.
2. Public Safety Answering Points and 911 call center employees; personnel involved in access to emergency services including the emergency alert system and wireless emergency alerts.
3. Fusion Center employees
4. Workers who support weather disaster / natural hazard monitoring, response, mitigation, and prevention, including personnel conducting, supporting, or facilitating wildfire mitigation activities
5. Workers – including contracted vendors -- who maintain, manufacture, or supply equipment and services supporting law enforcement, fire, EMS, and emergency service response operations (including safety equipment, electronic security, and uniforms)
6. Workers responding to abuse and neglect of children, elders and dependent adults.
7. Animal control officers and humane officers
8. Security staff to maintain building access control and physical security measures
9. Workers and contracted vendors who maintain and provide services and supplies to public safety facilities, including emergency communication center, public safety answering points, public safety communications centers, emergency operation centers, fire and emergency medical services stations, police and law enforcement stations and facilities.

Relevant Sector Guidance:

- [Public Health Guidance about COVID-19 for California State Prisons](#)
- [First responders, including paramedics and EMTs](#)

3. FOOD AND AGRICULTURE

Sector Profile

The Food and Agricultural (FA) Sector is composed of complex production, processing, and delivery systems and has the capacity to feed people and animals both within and beyond the boundaries of the United States. Beyond domestic food production, the FA Sector also imports many ingredients and finished products, leading to a complex web of growers, processors, suppliers, transporters, distributors, and consumers. This sector is critical to maintaining and securing our food supply.

Essential Workforce, if remote working is not practical:

1. Workers supporting groceries, pharmacies, convenience stores, and other retail that sells food or beverage products, and animal/pet food, retail customer support service, information technology support staff, for online orders, pickup/takeout or delivery.
2. Workers supporting restaurant carry-out and quick serve food operations, including food preparation, carry-out and delivery food employees.
3. Food manufacturer employees and their supplier employees to include those employed in food ingredient production and processing-facilities; aquaculture and seafood harvesting facilities; livestock, poultry, seafood slaughter facilities; pet and animal feed processing facilities; human food facilities producing by-products for animal food; beverage production facilities; and the production of food packaging, including recycling operations and processing.
4. Farmers, farm and ranch workers, and agribusiness support services to include those employed in auction and sales; grain and oilseed handling, storage, processing and distribution; animal food, feed, and ingredient production, packaging, and distribution; manufacturing, packaging, and distribution of veterinary drugs; truck delivery and transport.
5. Farmers, farm and ranch workers, support service workers and their supplier employees producing food supply domestically and for export to include those engaged in raising, cultivating, harvesting, packing, storing, or delivering to storage or to market or to a carrier for transportation to market any agricultural or horticultural commodity for human consumption; those engaged in producing and harvesting field crops; cannabis growers; agricultural and commodity inspection; fuel ethanol facilities; storage facilities; biodiesel and renewable diesel facilities; and other agricultural inputs
6. Employees and firms supporting food, feed, and beverage distribution and ingredients used in these products including warehouse workers, vendor-managed inventory controllers, and blockchain managers.
7. Workers supporting the sanitation of all food manufacturing processes and operations from wholesale to retail.
8. Workers supporting the growth and distribution of plants and associated products for home gardens.
9. Workers in cafeterias used to feed workers, particularly worker populations sheltered against COVID-19
10. Workers in animal diagnostic and food testing laboratories
11. Workers essential for assistance programs and government payments
12. Government, private, and non-governmental organizations' workers essential for food assistance programs (including school lunch programs) and government payments.

13. Employees of companies engaged in the production, storage, transport, and distribution of chemicals; medicines, including cannabis; vaccines; and other substances used by the food and agriculture industry, including seeds, pesticides, herbicides, fertilizers, minerals, enrichments, and other agricultural production aids.
14. Animal agriculture workers to include those employed in veterinary health (including those involved in supporting emergency veterinary or livestock services); raising of animals for food; animal production operations; livestock markets; slaughter and packing plants, manufacturers, renderers, and associated regulatory and government workforce.
15. Transportation supporting animal agricultural industries, including movement of animal medical and reproductive supplies and material, animal vaccines, animal drugs, feed ingredients, feed, and bedding, live animals, animal medical materials; transportation of deceased animals for disposal; and associated regulatory and government workforce
16. Workers who support sawmills and the manufacture and distribution of fiber and forest products, including, but not limited to timber, paper, and other wood and fiber products
17. Employees engaged in the manufacture and maintenance of equipment and other infrastructure necessary to agricultural production and distribution
18. Workers at animal care facilities that provide food, shelter, veterinary and/or routine care and other necessities of life for animals.

Relevant Sector Guidance:

- [Food, Beverage, Other Services](#)
 - [Alimentos, Bebidas y Otros Sitios de Servicios Relacionados](#)
- [Food Industry and Food Supply Chain](#)

4. ENERGY

Sector Profile

The Energy Sector consists of widely diverse and geographically dispersed critical assets and systems that are often interdependent of one another. This critical infrastructure is divided into three interrelated segments or subsectors—electricity, oil, and natural gas—to include the production, refining, storage, and distribution of oil, gas, and electric power. The Energy Sector supplies fuels to the transportation industry, electricity to households and businesses, and other sources of energy that are integral to growth and production across the Nation. In turn, it depends on the Nation's transportation, information technology, communications, finance, water, and government infrastructures.

Essential Workforce, if remote working is not possible:

1. Workers supporting the energy sector, regardless of the energy source, segment of the system, or infrastructure the worker is involved in, or who are needed to monitor, operate, engineer, and maintain the reliability, safety, environmental health, physical and cyber security of the energy system, including power generation, transmission and distribution.
2. Workers supporting the energy sector, regardless of the energy source, needed for construction, manufacturing, transportation and logistics, maintenance, and permitting.
3. IT and OT technology for essential energy sector operations including support workers, customer service operations, call centers, and emergency response and customer emergency operations; energy management systems, control systems, Supervisory Control and Data Acquisition SCADA systems, and energy sector entity data centers; cybersecurity engineers; and cybersecurity risk management.
4. Workers providing services related to energy sector fuels and supply chains, supporting the procurement, mining, drilling, processing, refining, manufacturing, refueling, construction, logistics, transportation (including marine transport, terminals, rail and vehicle transport), permitting operation and maintenance, security, waste disposal, storage, and monitoring of support for resources;
5. Workers supporting environmental remediation and monitoring.
6. Workers supporting manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service at energy sector facilities across all energy sectors, and regardless of the energy source.
7. Workers at Independent System Operators and Regional Transmission Organizations, and Network Operations staff, engineers and technicians to manage the network or operate facilities.
8. Workers at Reliability Coordinator, Balancing Authorities, and primary and backup Control Centers, including but not limited to independent system operators, regional transmission organizations, and balancing authorities; and workers involved in energy commodity trading and scheduling.
9. Mutual assistance personnel, which may include workers from outside of the state or local jurisdiction
10. Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them.

5. WATER AND WASTEWATER

Sector Profile

The Water and Wastewater Sector is a complex sector composed of drinking water and wastewater infrastructure of varying sizes and ownership types. Multiple governing authorities pertaining to the Water and Wastewater Sector provide for public health, environmental protection, and security measures, among others.

Essential Workforce, if remote working is not practical:

Employees needed to operate and maintain drinking water and wastewater/drainage infrastructure, including:

1. Operational staff at water authorities
2. Operational staff at community water systems
3. Operational staff at wastewater treatment facilities
4. Workers repairing water and wastewater conveyances and performing required sampling or monitoring
5. Operational staff for water distribution and testing
6. Operational staff at wastewater collection facilities
7. Operational staff and technical support for SCADA Control systems
8. Chemical disinfectant suppliers for water and wastewater and personnel protection
9. Workers that maintain digital systems infrastructure supporting water and wastewater operations

6. TRANSPORTATION AND LOGISTICS

Sector Profile

The Transportation Systems Sector consists of seven key subsectors, or modes:

- Aviation includes aircraft, air traffic control systems, and airports, heliports, and landing strips. Commercial aviation services at civil and joint-use military airports, heliports, and sea plane bases. In addition, the aviation mode includes commercial and recreational aircraft (manned and unmanned) and a wide variety of support services, such as aircraft repair stations, fueling facilities, navigation aids, and flight schools.
- Highway and Motor Carrier encompasses roadway, bridges, and tunnels. Vehicles include trucks, including those carrying hazardous materials; other commercial vehicles, including bicycles, commercial motor coaches and school buses; vehicle and driver licensing systems; taxis, transportation services including Transportation Network Companies, and delivery services including Delivery Network Companies; traffic management systems; AND cyber systems used for operational management.
- Maritime Transportation System consists of coastline, ports, waterways, and intermodal landside connections that allow the various modes of transportation to move people and goods to, from, and on the water.
- Mass Transit and Passenger Rail includes terminals, operational systems, and supporting infrastructure for passenger services by transit buses, trolleybuses, monorail, heavy rail—also known as subways or metros—light rail, passenger rail, and vanpool/rideshare.
- Pipeline Systems consist of pipelines carrying natural gas hazardous liquids, as well as various chemicals. Above-ground assets, such as compressor stations and pumping stations, are also included.
- Freight Rail consists of major carriers, smaller railroads, active railroad, freight cars, and locomotives.
- Postal and Shipping includes large integrated carriers, regional and local courier services, mail services, mail management firms, and chartered and delivery services.

Essential Workforce, if remote working is not practical:

1. Employees supporting or enabling transportation functions, including truck drivers, bus drivers, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, towing and recovery services, roadside assistance workers, intermodal transportation personnel, and workers that maintain and inspect infrastructure
2. Working supporting or providing services that enable logistics operations for essential sectors, wholesale and retail sale, including warehousing, cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
3. Workers supporting maintenance and operation of essential highway infrastructure, including roads, bridges, and tunnels.

4. Workers of firms providing services, supplies, and equipment that enable warehouse and operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
5. Mass transit workers providing critical transit services and/or performing critical or routine maintenance to mass transit infrastructure or equipment.
6. Employees supporting personal and commercial transportation services, including taxis, bicycle services, Transportation Network Companies, and delivery services including Delivery Network Companies
7. Workers responsible for operating dispatching passenger, commuter and freight trains and maintaining rail infrastructure and equipment
8. Maritime transportation and inland waterway workers – to include maintenance and repair – including port authority and commercial facility personnel, dredgers, port workers, mariners, ship crewmembers, ship pilots and tugboat operators, ship supply, Chandler, and equipment operators.
9. Workers who support the operation, inspection, and maintenance of essential dams, locks, and levees.
10. Workers who support the inspection and maintenance of aids to navigation and other government-provided services that ensure continued maritime commerce.
11. Workers supporting transportation of chemicals, hazardous, medical, waste and recyclable materials to support critical sectors and infrastructure.
12. Automotive repair, maintenance, and transportation equipment manufacturing and distribution facilities.
13. Transportation safety inspectors, including hazardous material inspectors and accident investigator inspectors
14. Manufacturers and distributors (to include service centers and related operations) of lighting and communication systems, specialized signage and structural systems, emergency response equipment and support materials, printers, printed materials, packaging materials, pallets, crates, containers, and other supplies needed to support manufacturing, packaging staging and distribution operations
15. Postal, parcel, courier, last-mile delivery, and shipping workers, to include private companies who accept, process, transport, and deliver information and goods.
16. Workers who supply equipment and materials for maintenance of transportation equipment.
17. Employees who repair and maintain vehicles, aircraft, rail equipment, marine vessels, bicycles, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers
18. Workers who support air transportation for cargo and passengers, including operation distribution, maintenance, and sanitation. This includes air traffic controllers, flight dispatchers, maintenance personnel, ramp workers, fueling agents, flight crews, airport safety inspectors and engineers, airport operations personnel, aviation and aerospace safety workers, security, commercial space personnel, operations personnel, accident investigators, flight instructors, and other on- and off-airport facilities workers.
19. Workers critical to the manufacturing, distribution, sales, rental, leasing, repair, and maintenance of vehicles and other transportation equipment (including electric vehicle charging stations) and the supply chains that enable these operations, subject to adhering public health guidance issued by CDPH.
20. Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, construction material

suppliers, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues

21. Workers who support, such as road and line clearing, to ensure the availability of needed facilities, transportation, energy and communications.

7. COMMUNICATIONS AND INFORMATION TECHNOLOGY

Sector Profile

The Communications Sector provides products and services that support the efficient operation of today's global information-based society. Communication networks enable people around the world to contact one another, access information instantly, and communicate from remote areas. This involves creating a link between a sender (including voice signals) and one or more recipients using technology (e.g., a telephone system or the Internet) to transmit information from one location to another. Technologies are changing at a rapid pace, increasing the number of products, services, service providers, and communication options. The national communications architecture is a complex collection of networks that are owned and operated by individual service providers. Many of this sector's products and services are foundational or necessary for the operations and services provided by other critical infrastructure sectors. The nature of communication networks involves both physical infrastructure (buildings, switches, towers, antennas, etc.) and cyber infrastructure (routing and switching software, operational support systems, user applications, etc.), representing a holistic challenge to address the entire physical-cyber infrastructure.

The IT Sector provides products and services that support the efficient operation of today's global information-based society and are integral to the operations and services provided by other critical infrastructure Sectors. The IT Sector is comprised of small and medium businesses, as well as large multinational companies. Unlike many critical infrastructure Sectors composed of finite and easily identifiable physical assets, the IT Sector is a functions-based Sector that comprises not only physical assets but also virtual systems and networks that enable key capabilities and services in both the public and private sectors.

Essential Workforce – Communications, if remote working is not practical:

1. Maintenance of communications infrastructure- including privately owned and maintained communication systems- supported by technicians, operators, call-centers, wireline and wireless providers, cable service providers, satellite operations, Internet Exchange Points, Network Access Points, back haul and front haul facilities, and manufacturers and distributors of communications equipment.
2. Workers performing functions related to undersea cable infrastructure and support facilities, including cable landing sites, beach manhole vaults and covers, submarine cable depots, and submarine cable ship facilities
3. Government and private sector employees supporting Department of Defense internet and communications facilities.
4. Workers who support radio, television, and media service, including, but not limited to front line news reporters, studio, and technicians for newsgathering, reporting, and publishing news.
5. Network Operations staff, engineers and/or technicians to include IT managers and staff, HVAC & electrical engineers, security personnel, software and hardware engineers, and database administrators that manage the network or operate facilities
6. Workers responsible for infrastructure construction and restoration, including contractors for construction and engineering of fiber optic cables, buried conduit, small cells, other wireless facilities, and other communications sector-related infrastructure. This includes construction of

new facilities and deployment of new technology required to address congestion or customer usage on remote services.

7. Installation, maintenance and repair technicians that establish, support or repair service as needed.
8. Central office personnel to maintain and operate central office, data centers, and other network office facilities, and critical support personnel assisting front line employees
9. Customer service and support staff, including managed and professional services as well as remote providers of support to transitioning employees to set up and maintain home offices, who interface with customers to manage or support service environments and security issues, including payroll, billing, fraud, logistics and troubleshooting
10. Workers providing electronic security, fire, monitoring, and life safety services, and who ensure physical security, cleanliness, and the safety of facilities and personnel, including those who provide temporary licensing waivers for security personnel to work in other States or Municipalities.
11. Dispatchers involved with service repair and restoration
12. Retail customer service personnel at critical service center locations for onboarding customers, distributing and repairing equipment and other supply chain personnel, to support individuals' remote emergency communications needs;
13. External Affairs personnel to assist in coordinating with local, state, and federal officials to address communications needs supporting COVID-19 response, public safety, and national security.
14. Workers responsible for ensuring that persons with disabilities have access to and the benefits of various communications platforms, including those involved in the provision of telecommunication relay services, closed captioning of broadcast television for the deaf, video relay services for deaf citizens who prefer communication via American Sign Language over text, and audio-description for television programming.

Essential Workforce - Information Technology, if remote working is not practical:

15. Workers who support command centers, including, but not limited to Network Operations Command Centers, Broadcast Operations Control Center and Security Operations Command Centers
16. Data center operators, including system administrators, HVAC & electrical engineers, security personnel, IT managers and purchasers, data transfer solutions engineers, software and hardware engineers, and database administrators
17. Workers who support client service centers, field engineers, and other workers supporting critical infrastructure, as well as manufacturers and supply chain vendors that provide hardware and software, support services, research and development, information technology equipment (to include microelectronics and semiconductors), and HVAC and electrical equipment for critical infrastructure and test labs and certification agencies that qualify such equipment for critical infrastructure.
18. Workers needed to pre-empt and respond to cyber incidents involving critical infrastructure,, and entities supporting the functioning of critical infrastructure sectors
19. Suppliers, designers, transporters and other workers supporting the manufacture, distribution, and construction of essential global, national and local infrastructure for computing services (including cloud computing services and teleworking capabilities), business infrastructure, financial transactions, web-based services, and critical manufacturing

20. Workers supporting communications systems, information technology, and work from home solutions
21. Employees required to support Software as a Service businesses that enable remote working, performance of business operations, distance learning, media services, and digital health offerings, or required for technical support crucial for business continuity and connectivity.

8. GOVERNMENT OPERATIONS AND OTHER COMMUNITY-BASED ESSENTIAL FUNCTIONS

Essential Workforce, if remote working is not practical.

1. Critical government workers, as defined by the employer and consistent with Continuity of Operations Plans and Continuity of Government plans.
2. County workers responsible for determining eligibility for safety net benefits
3. The Courts, consistent with guidance released by the California Chief Justice
4. Workers who support administration and delivery of unemployment insurance programs, income maintenance, employment service, disaster assistance, workers' compensation insurance and benefits programs, and pandemic assistance
5. Workers to ensure continuity of building functions, including but not limited to security and environmental controls, the manufacturing and distribution of the products required for these functions, and the permits and inspection for construction.
6. Elections personnel
7. Federal, State, and Local, Tribal, and Territorial employees who support Mission Essential Functions and communications networks
8. Trade Officials (FTA negotiators; international data flow administrators)
9. Weather forecasters
10. Workers that maintain digital systems infrastructure supporting other critical government operations
11. Workers who support necessary credentialing, vetting and licensing operations for critical sector workers and operations.
12. Workers who are critical to facilitating trade in support of the national, state, and local emergency response supply chain
13. Workers supporting public and private childcare establishments, pre-K establishments, K-12 schools, colleges, and universities for purposes of distance learning, provision of school meals, or care and supervision of minors to support essential workforce across all sectors
14. Staff at government offices who perform title search, notary, and recoding services in support of mortgage and real estate services and transactions;
15. Workers and instructors supporting academies and training facilities and courses for the purpose of graduating students and cadets that comprise the essential workforce for all identified critical sectors
16. Clergy for essential support and faith-based services that are provided through streaming or other technologies that support physical distancing and state public health guidelines.
17. Human services providers, especially for at risk populations, including home delivered meal providers for older adults, people with disabilities, and others with chronic health conditions; home-maker services for frail, homebound, older adults; personal assistance services providers to support activities of daily living for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services; home health providers who deliver health care services for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services.
18. Government entities, and contractors that work in support of local, state, and federal public health and medical mission sets, including but not limited to supporting access to healthcare and associated payment functions, conducting public health functions, providing medical care,

supporting emergency management, or other services necessary for supporting the COVID-19 response.

Relevant Sector Guidance:

- Schools and institutions of higher education
 - [Guidance for schools \(PDF\)](#)
 - [Directrices para las escuelas sobre el nuevo coronavirus o COVID-19 \(PDF\)](#)
 - [Guidance for colleges and universities](#)
 - [Directrices para las instituciones de educación superior sobre el nuevo coronavirus o COVID-19](#)
- [Guidance for K-12 Schools: Distance Learning, School Meals, Child Care and Student Supervision](#)
- [Guidance for Using Disinfectants at Schools and Child Cares](#)
 - [Recordatorios para el uso de desinfectantes en las escuelas y guarderías](#)
- [Community care facilities, including assisted living facilities and child care](#)

9. CRITICAL MANUFACTURING

Sector Profile

The Critical Manufacturing Sector identifies several industries to serve as the core of the sector: Primary Metals Manufacturing, Machinery Manufacturing, Electrical Equipment, Appliance, and Component Manufacturing, Transportation Equipment Manufacturing Products made by these manufacturing industries are essential to many other critical infrastructure sectors.

Essential Workforce, if remote working is not practical

1. Workers necessary for the manufacturing of metals, industrial minerals, semiconductors, materials and products needed for supply chains of the critical infrastructure sectors.
2. Workers necessary for the manufacturing of materials and products needed to manufacture medical equipment and personal protective equipment
3. Workers necessary for mining and production of critical minerals, materials and associated essential supply chains, and workers engaged in the manufacture and maintenance of equipment and other infrastructure necessary for mining production and distribution.
4. Workers who produce or manufacture parts or equipment that supports continued operations for any essential services and increase in remote workforce, including computing and communication devices, semiconductors, and equipment such as security tools for Security Operations Centers (SOCs) or data centers.
5. Workers manufacturing or providing parts and equipment that enable the maintenance and continued operation of essential businesses and facilities.

10. FINANCIAL SERVICES

Sector Profile

The Financial Services Sector includes thousands of depository institutions, providers of investment products, insurance companies, other credit and financing organizations, and the providers of the critical financial utilities and services that support these functions. Financial institutions vary widely in size and presence, ranging from some of the world's largest global companies with thousands of employees and many billions of dollars in assets, to community banks and credit unions with a small number of employees serving individual communities. Whether an individual savings account, financial derivatives, credit extended to a large organization, or investments made to a foreign country, these products allow customers to: Deposit funds and make payments to other parties; Provide credit and liquidity to customers; Invest funds for both long and short periods; Transfer financial risks between customers.

Essential Workforce, if remote working is not practical:

1. Workers who are needed to process and maintain systems for processing financial transactions and services, including payment, clearing, and settlement; wholesale funding; insurance services; and capital markets activities
2. Workers who are needed to maintain orderly market operations to ensure the continuity of financial transactions and services.
3. Workers who are needed to provide business, commercial, and consumer access to banking and non-bank financial and lending services, including ATMs, lending money transmission, and to move currency, checks, securities, and payments
4. Workers who support financial operations, such as those staffing call, data and security operations centers, managing physical security, or providing accounting services.
5. Workers supporting production and distribution of debit and credit cards.
6. Workers providing electronic point of sale support personnel for essential businesses and workers.

11. CHEMICAL & HAZARDOUS MATERIALS

Sector Profile

The Chemical Sector—composed of a complex, global supply chain—converts various raw materials into diverse products that are essential to modern life. Based on the product produced, the sector can be divided into five main segments, each of which has distinct characteristics, growth dynamics, markets, new developments, and issues: Basic chemicals; Specialty chemicals; Agricultural chemicals; Pharmaceuticals; Consumer products.

Essential Workforce, if remote working is not practical:

1. Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, workers in laboratories, workers at distribution facilities, workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, textiles, building materials, plumbing, electrical and paper products.
2. Workers supporting the safe transportation of chemicals, including those supporting tank truck cleaning facilities and workers who manufacture packaging items
3. Workers supporting the production of protective cleaning and medical solutions, personal protective equipment, disinfectants, and packaging that prevents the contamination of food, water, medicine, among others essential products
4. Workers supporting the operation and maintenance of facilities (particularly those with high risk chemicals and/ or sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections
5. Workers who support the production and transportation of chlorine and alkali manufacturing, single-use plastics, and packaging that prevents the contamination or supports the continued manufacture of food, water, medicine, and other essential products, including glass container manufacturing
6. Workers at nuclear facilities, workers managing medical waste, workers managing waste from pharmaceuticals and medical material production, and workers at laboratories processing test kits
7. Workers who support hazardous materials response and cleanup
8. Workers who maintain digital systems infrastructure supporting hazardous materials management operations
9. Workers who support the removal, storage, and disposal of residential and commercial solid waste and hazardous waste, including landfill and recycling operations.

12. DEFENSE INDUSTRIAL BASE

Sector Profile

The Defense Industrial Base Sector is the worldwide industrial complex that enables research and development, as well as design, production, delivery, and maintenance of military weapons systems, subsystems, and components or parts, to meet U.S. military requirements. The Defense Industrial Base partnership consists of Department of Defense components, Defense Industrial Base companies and their subcontractors who perform under contract to the Department of Defense, companies providing incidental materials and services to the Department of Defense, and government-owned/contractor-operated and government-owned/government-operated facilities. Defense Industrial Base companies include domestic and foreign entities, with production assets located in many countries. The sector provides products and services that are essential to mobilize, deploy, and sustain military operations.

Essential Workforce, if remote working is not practical:

1. Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military, including, but are not limited to, space and aerospace workers, nuclear matters workers, mechanical and software engineers (various disciplines), manufacturing and production workers, IT support, security staff, security personnel, intelligence support, aircraft and weapon system mechanics and maintainers, and sanitary workers who maintain the hygienic viability of necessary facilities.
2. Personnel working for companies, and their subcontractors, who perform under contract or sub-contract to the Department of Defense (DoD) and the Department of Energy (DoE) (on nuclear matters), as well as personnel at government-owned/contractor operated facilities, and who provide materials and services to the DoD and DoE (on nuclear matters), including support for weapon systems, software systems and cybersecurity, defense and intelligence communications, surveillance, sale of U.S. defense articles and services for export to foreign allies and partners (as authorized by the U.S. government), and space systems and other activities in support of our military, intelligence, and space forces.

13. INDUSTRIAL, COMMERCIAL, RESIDENTIAL, and SHELTERING FACILITIES AND SERVICES

Essential Workforce, if remote working is not practical:

1. Construction Workers who support the construction, operation, inspection, and maintenance of construction sites and construction projects (including housing, commercial, and mixed-use construction); and workers who support the supply chain of building materials from production through application/installation, including cabinetry, fixtures, doors, cement, hardware, plumbing, electrical, heating/cooling, refrigeration, appliances, paint/coatings, and employees who provide services that enable repair materials and equipment for essential functions.
2. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, construction material sources, and essential operation of construction sites and construction projects (including those that support such projects to ensure the availability of needed facilities, transportation, energy and communications; and support to ensure the effective removal, storage, recycling and disposal of solid waste and hazardous waste)
3. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, businesses, and buildings such as hospitals and senior living facilities, including any facility supporting COVID-19 response.
4. Workers who support the supply chain of building materials from production through application and installation, including cabinetry, fixtures, doors, cement, hardware, plumbing (including parts and services), electrical, heating and cooling, refrigeration, appliances, paint and coatings, and workers who provide services that enable repair materials and equipment for essential functions.
5. Workers in hardware and building materials stores, consumer electronics, technology and appliances retail, and related merchant retailers, wholesalers and distributors that support essential workforce functions where sales and operations cannot be conducted online
6. Warehouse operators, including vendors and support personnel critical for business continuity (including heating, ventilation, and air conditioning (HVAC) and electrical engineers, security personnel, and janitorial staff), e-commerce or online commerce, and customer service for essential functions.
7. Workers supporting the operations of commercial buildings that are critical to safety, security, and the continuance of essential activities, such as on-site property managers, building engineers, security staff, fire safety directors, janitorial personnel, and service technicians (e.g., mechanical, HVAC, plumbers, electricians, and elevator).
8. Workers supporting ecommerce through distribution, warehouse, call center facilities, and other essential operational support functions, that accept, store, and process goods, and that facilitate their transportation and delivery
9. Workers distributing, servicing, repairing, installing residential and commercial HVAC systems, boilers, furnaces and other heating, cooling, refrigeration, and ventilation equipment.
10. Workers managing or servicing hotels or other commercial and residential buildings that are used for COVID-19 mitigation and containment measures, treatment measures, provide accommodation for essential workers, or providing housing solutions, including measures to protect homeless populations.

11. Workers responsible for the leasing of residential and commercial properties to provide individuals and families with ready access to available housing.
12. Residential and commercial real estate workers, limited to scheduled property viewings to a potential buying party. This does not extend to open-house viewings, nor viewings with more than one buying party at a time.
13. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities and critical sector services
14. Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency “at-home” situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.
15. Workers supporting the entertainment industries, studios, and other related establishments, provided they follow covid-19 public health guidance around physical distancing.
16. Workers that provide or determine eligibility for food, shelter, in-home supportive services, child welfare, adult protective services and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including family members)
17. Workers performing services in support of the elderly and disabled populations who coordinate a variety of services, including health care appointments and activities of daily living.
18. Workers who provide support to vulnerable populations to ensure their health and well-being including family care providers.
19. Workers providing dependent care services, particularly those whose services ensure essential workers can continue to work.
20. Workers who support food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals, such as those residing in shelters.
21. Workers in laundromats, laundry services, and dry cleaners.
22. Workers providing disinfection services, for all essential facilities in essential sectors
23. Workers necessary for the installation, maintenance, distribution, and manufacturing of water and space heating equipment and its components.
24. Support required for continuity of services, including commercial disinfectant services, janitorial/cleaning personnel, and support personnel functions that need freedom of movement to access facilities in support of front-line employees.

Relevant Sector Guidance:

- [Cleaning & Waste Management for Residences 2/2020](#)
- [Essential/Emergency Personnel Providing Critical In-Home Services](#)
- [Home cleaning with COVID-19 positive individuals](#)
- [Recommended Strategic Approaches for COVID-19 Response for Individuals Experiencing Homelessness](#)
- [Flow Chart: COVID-19 Recommended Protocol for People Experiencing Homelessness](#)
- [Homeless Assistance Providers](#)
- [Immigrant Communities](#)
 - [Las Comunidades de Inmigrantes](#)
- [Pets & People](#)

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-37-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating stringent public health emergency orders as well as guidance from federal, state, and local public health officials; and

WHEREAS on March 16, 2020, I issued Executive Order N-28-20, suspending state law limitations on local jurisdictions that impose restrictions on evictions; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, ordering all residents to immediately heed the Order of the State Public Health Officer for all residents, unless exempted, to stay home or at their place of residence; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rent, and leaving them vulnerable to eviction; and

WHEREAS minimizing evictions during this period is critical to reducing the spread of COVID-19 in vulnerable populations by allowing all residents to stay home or at their place of residence in compliance with Executive Order N-33-20; and

WHEREAS Chief Justice Tani Cantil-Sakauye issued advisory guidance on March 20, 2020 for superior courts to suspend most civil trials and hearings for at least 60 days, and on March 23, 2020, suspended all jury trials for a period of 60 days, and extended by 60 days the time period for the holding of a civil trial; and

WHEREAS on March 25, 2020 the Department of Business Oversight secured support from national banks, state banks and credit unions for temporary delays in mortgage payments and foreclosure sales and evictions for homeowners who have economic impacts from COVID-19 with the objective of maximizing consistency and minimizing hurdles potentially faced by borrowers.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The deadline specified in Code of Civil Procedure section 1167 shall be extended for a period of 60 days for any tenant who is served, while

this Order is in effect, with a complaint that seeks to evict the tenant from a residence or dwelling unit for nonpayment of rent and who satisfies all of the following requirements:

- a. Prior to the date of this Order, the tenant paid rent due to the landlord pursuant to an agreement.
 - b. The tenant notifies the landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 7 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19, including but not limited to the following:
 - (i) The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
 - (ii) The tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or
 - (iii) The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.
 - c. The tenant retains verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from an employer or supervisor explaining the tenant's changed financial circumstances, to support the tenant's assertion of an inability to pay. This documentation may be provided to the landlord no later than the time upon payment of back-due rent.
- 2) No writ may be enforced while this Order is in effect to evict a tenant from a residence or dwelling unit for nonpayment of rent who satisfies the requirements of subparagraphs (a)-(c) of paragraph 1.
- 3) The protections in paragraphs 1 and 2 shall be in effect through May 31, 2020.

Nothing in this Order shall prevent a tenant who is able to pay all or some of the rent due from paying that rent in a timely manner or relieve a tenant of liability for unpaid rent.

Nothing in this Order shall in any way restrict state or local governmental authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential property.

IT IS FURTHER ORDERED that this Order supersedes Executive Order N-28-20 to the extent that there is any conflict with that Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 27th day of March 2020.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-39-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, COVID-19 continues to spread at a rapid rate, threatening to overwhelm California's healthcare delivery system; and

WHEREAS California is preparing for a surge in the number of people who will need hospital care during the COVID-19 outbreak by increasing the number of hospital beds and post-acute care facilities that can treat and serve patients; and

WHEREAS this anticipated increase in the use of the healthcare system will require an increase in the health care workforce such as nurses, doctors, medical assistants, and emergency medical technicians; and

WHEREAS maximizing the number of qualified and capable medical and healthcare workers in service in California is imperative to ensure that Californians impacted by COVID-19 can access medical treatment; and

WHEREAS, the anticipated surge requires temporary adjustment of California's staffing and health and safety standards for health providers and health facilities, which are among the strongest in the nation, as numerous professionals are unable to satisfy professional licensing requirements in light of the COVID-19 pandemic that then subsequently prevent them from providing necessary medical and healthcare assistance to the public; and

WHEREAS, our most vulnerable residents who rely on state and local government for social services need additional support during this time; and

WHEREAS the Department of Developmental Services operates Stabilization, Training, Assistance and Reintegration (STAR) community crisis homes to treat individuals with developmental disabilities in acute crisis and additional STAR homes are required to provide treatment to such individuals and to protect the public health during the COVID-19 crisis; and

WHEREAS federal guidance permits monthly caseworker visits with children under court jurisdiction to be accomplished through videoconferencing in limited circumstances, such as a declaration of an emergency that prohibits or strongly discourages face-to-face contact for public health reasons; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To assist in the care and/or to protect the health of individuals in hospitals and other health facilities, and due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the licensing and staffing requirements of chapters 2 and 2.4 of division 2 of the Health and Safety Code and any accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. To the extent the facility maintains a disaster and mass casualty plan, the facility granted a waiver shall be established and operate in accordance with that plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 2) To facilitate the continued provision of care due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing and certification requirements and amend scopes of practice of chapters 2, 2.35, and 8 of division 2 of the Health and Safety Code and any accompanying regulations with respect to certified nursing assistants, home health aides, and nursing home administrators, and chapter 3, division 2 of the Business and Professions Code and accompanying regulations with respect to certified hemodialysis technicians. The Department shall provide guidance to facilities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 3) The certification and permitting requirements of the Radiologic Technology Act (as identified in Health and Safety Code section 27) are, only for the duration of the declared emergency, suspended for all persons:
 - (i) whose certificate or permit issued pursuant to the Radiological Technology Act is expired, regardless of expiration date, or has been canceled; or
 - (ii) who hold Radiography certification issued by the American Registry of Radiologic Technologists or are an American Registry of Radiologic Technologists Registered Radiologist Assistant; or
 - (iii) who are credentialed as Radiology Practitioner Assistants by the Certification Board for Radiology Practitioner Assistants; or

- (iv) who are certified, permitted or otherwise authorized to perform radiologic technology by passing a State-required examination by a state other than the State of California; and
- (v) who are working under the supervision of a person licensed under the Medical Practice Act, except that the requirement to be under supervision shall not apply to a licentiate of the healing arts, as defined in the Radiological Technology Act; and
- (vi) who are deemed by a health facility as necessary workforce for purposes of this Order.

The specific certification requirements of Health and Safety Code section 107110 are suspended for any person who is licensed under the Medical Practice Act (Business and Professions Code sections 2000, et seq.). Except for persons licensed under the Medical Practice Act, this suspension of certification and permitting requirements shall not apply to persons who have never been either certified or permitted by the Department of Public Health, or certified, permitted, or otherwise authorized by the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state. This suspension of certification and permitting requirements shall also not apply to persons whose certificate, permit, or other authorization has been revoked or suspended for cause by the Department of Public Health, the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state.

- 4) To ensure hospitals are adequately prepared and staffed to treat COVID-19 patients, the Director of the State Department of Public Health may temporarily waive licensing requirements in Health and Safety Code section 1277 and sections 70203(a)(2), 70701(a)(1)(E), 70703(b), and 70705(a) of Chapter 1, Article 3, of Title 22, that pertain to the credentialing and privileging of physicians. Any waiver shall include alternate measures that, under the circumstances, ensure the competency of physicians providing medical services at the hospital.
- 5) To facilitate the continued provision of care to individuals affected by the COVID-19 outbreak, the Director of the Department of Consumer Affairs may to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing requirements and amend scopes of practice in Division 2 of the Business and Professions Code, and any accompanying regulations. Professional licensing requirements should be interpreted broadly to effectuate the purposes of this executive order, and they include, but are not limited to, the examination, education, experience, and training requirements necessary to obtain and maintain licensure, and requirements governing the practice and permissible activities for licensees. The Department, in conjunction with the relevant licensing board, shall provide guidance identifying the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver may include alternative measures that, under the circumstances, will allow the regulated individual to treat patients while protecting public health

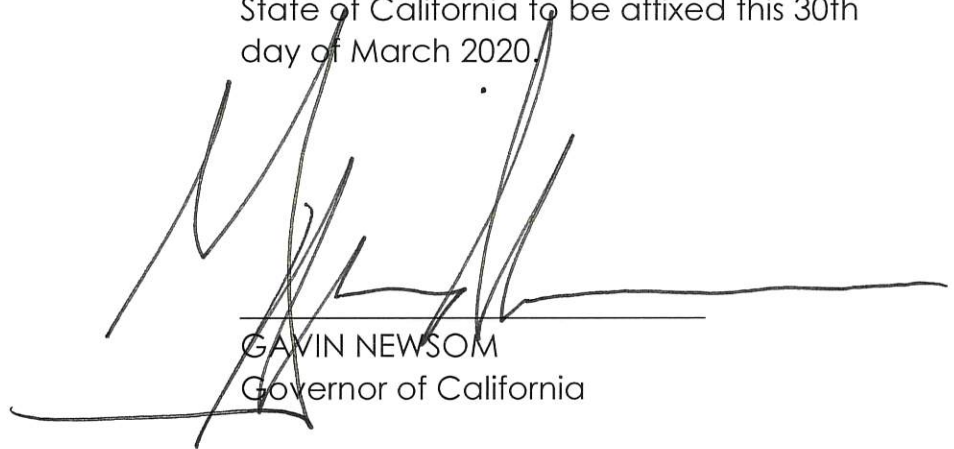
and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

- 6) To ensure the continued operation of the Emergency Medical Services (EMS) system without unduly endangering the people of California during the COVID-19 outbreak, the Director of the California Emergency Medical Services Authority may as necessary and only for the duration of the declared emergency, suspend any licensing, certification, or training requirements for EMS personnel as contained in the EMS Act Chapters 2, 3, and 4, and accompanying regulations, including the authority to permit EMS personnel to provide services in any setting as authorized by the Director for the performance of the current scope of practice. The Authority shall provide guidance to local emergency medical services authorities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waivers granted pursuant to this paragraph shall be posted on the Authority's website.
- 7) Notwithstanding the Government Code section 14669, or any other law, the Director of the Department of Developmental Services has the authority to enter into a lease, lease-purchase, lease with option to purchase any real or personal property or any other agreement to procure residences or facilities and necessary equipment, goods or services to serve those individuals with development disabilities in crisis, to respond to, mitigate the effects or prevent the spread of COVID-19 to individuals with developmental disabilities or the general community. The leases or agreements may be executed without the review or prior approval of any other state department or agency. The leases or agreements executed pursuant to this provision shall be in effect so long as necessary to address the COVID-19 crisis or its effects.
- 8) The Department of Social Services may, to the extent the Department deems necessary to respond to the COVID-19 crisis, allow any state monthly face-to-face caseworker visitation requirement, standard, or criteria set forth in the Welfare and Institutions Code sections 16501.1, subdivision (l), 16516.5, and 16516.6, as well as accompanying regulations or other written directives, policies or procedures, to be accomplished through videoconferencing, instead of in-person contact. This flexibility shall only be utilized by caseworkers in keeping with guidance from the Department and after a child-specific decision based on the training and experience of the social worker, considering all available information, that an in-person visit is not necessary to ensure the child's safety and well-being. Any flexibility granted pursuant to this paragraph shall not waive or conflict with applicable federal requirements in United States Code, Title 42, sections 622, subdivision (b)(17) and 624, subdivision (f), as modified for emergency waivers in guidance issued March 18, 2020, in the Child Welfare Policy Manual Title IV-B, section 7.3, question 8 and shall expire at the end of the emergency declaration, in 90 days, or sooner as determined by the Department. Any flexibility granted pursuant to this paragraph shall be posted to the Department's website.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 30th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-42-20

WHEREAS on March 4, 2020, I proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS it is the established policy of the State under Water Code section 106.3 that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes; and

WHEREAS to limit the spread of COVID-19 it is crucial that Californians wash their hands regularly and thoroughly; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of work hours or wages, or layoffs related to COVID-19, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS many small businesses that provide services essential to the health and well-being of Californians have experienced substantial reductions in income, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS the California Public Utilities Commission has directed private water utilities under its jurisdiction to implement customer service protections, including a moratorium on service disconnections, during the COVID-19 emergency; and

WHEREAS more than 100 public and private water systems have voluntarily agreed to halt disconnections as well; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with the various statutes and regulations concerning water shutoffs specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and the statutes of the State of California, and in particular, Government Code sections 8567, 8570, 8571, and 8627, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The authority of urban and community water systems, as defined in Health and Safety Code section 116902, subdivision (d), to discontinue residential service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment under Health and Safety Code sections 116908 and 116910, is suspended.
- 2) Water systems not subject to the requirements of Health and Safety Code sections 116908 and 116910 shall not discontinue residential

service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment.

- 3) Water systems shall restore any residential service to occupied residences that has been discontinued for nonpayment since March 4, 2020.
- 4) Water systems shall not discontinue service to any business in the critical infrastructure sectors designated by the State Public Health Officer as critical to protect the health and well-being of all Californians that qualifies as a small business under 13 C.F.R. § 121.201 of the Small Business Administration's regulations.
- 5) The State Water Resources Control Board shall identify best practices, guidelines, or both to be implemented during the COVID-19 emergency (i) to address non-payment or reduced payments, (ii) to promote and to ensure continuity of service by water systems and wastewater systems, and (iii) to provide measures such as the sharing of supplies, equipment and staffing to relieve water systems under financial distress.

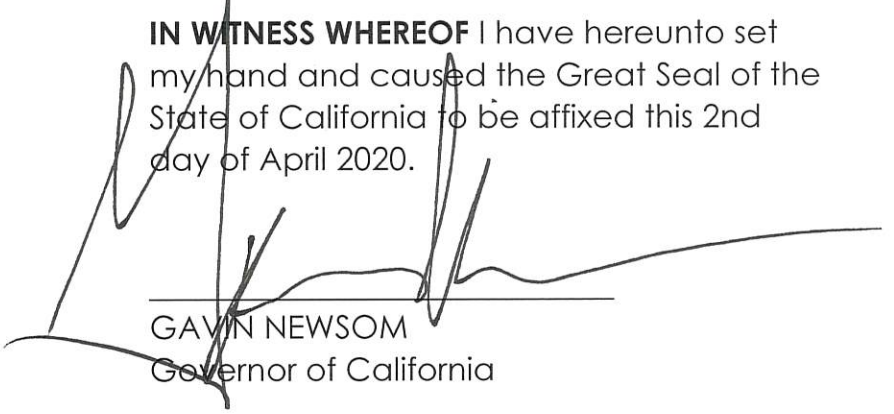
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

Nothing in this Order modifies the obligations of urban and community waters systems to comply with provisions of the Water Shutoff Protection Act not specifically addressed by this Order or other applicable laws, regulations, and guidelines.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 2nd day of April 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

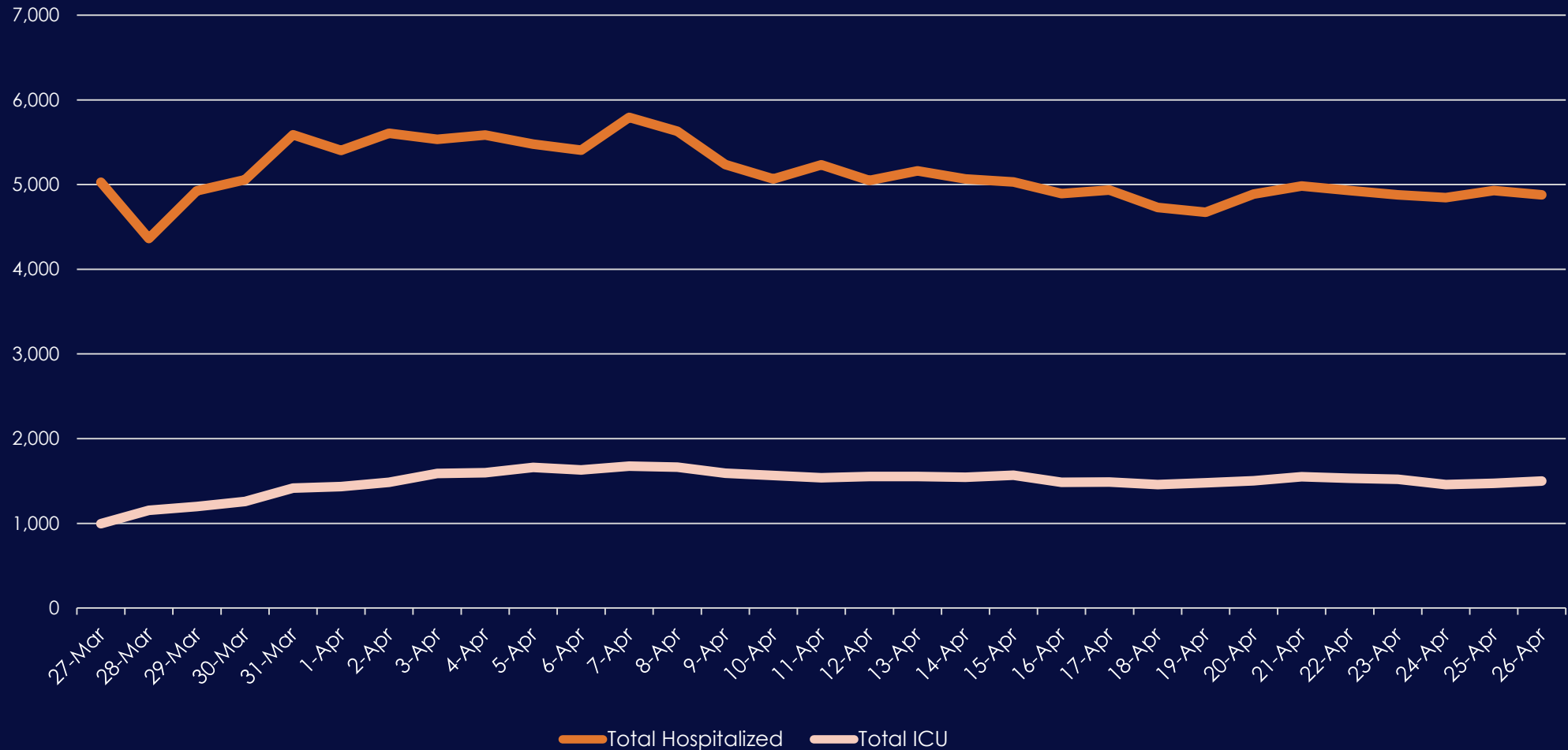


Update on California's Pandemic Roadmap

6 Indicators for Modifying Stay-at-Home Order

- Ability to test, contact trace, isolate, and support the exposed
- Ability to protect those at high risk for COVID-19
- Surge capacity for hospital and health systems
- Therapeutic development to meet the demand
- Ability of businesses, schools, and childcare facilities to support physical distancing
- Determination of when to reinstitute measures like Stay-At-Home

California Hospitalization Trend Lines



Total includes both COVID-19 confirmed positive hospitalizations as well as COVID-19 suspect hospitalizations.

The Basics



COVID-19 is not going away soon.



Modifications to Stay-At-Home Order must be guided by health risk and a commitment to equity.



Taking responsibility is key at all levels – individual, business, and government.

Resilience Roadmap Stages

STAGE 1: Safety and Preparedness

Making essential workforce environment as safe as possible.

STAGE 2: Lower Risk Workplaces

Creating opportunities for lower risk sectors to adapt and re-open.

Modified school programs and childcare re-open.

STAGE 3: Higher Risk Workplaces

Creating opportunities for higher risk sectors to adapt and re-open.

STAGE 4: End of Stay-At-Home Order

Return to expanded workforce in highest risk workplaces.

Requires
Therapeutics.

Stage 1: Safety and Preparedness

This is where we are now.

- **Continue to build out testing, contact tracing, PPE, and hospital surge capacity.**
- **Continue to make essential workplaces as safe as possible.**
 - Physical and work flow adaption
 - Essential workforce safety net
 - Make PPE more widely available
 - Individual behavior changes
- **Prepare sector-by-sector safety guidelines for expanded workforce.**

Stage 2: Lower Risk Workplaces

Gradually opening some lower risk workplaces with ADAPTATIONS:

- Retail (e.g. curbside pickup)
- Manufacturing
- Offices (when telework not possible)
- Opening more public spaces

Expanded Workforce Safety Net:

- Wage replacement so workers can stay home when sick

Stage 2: Lower Risk Workplaces

Schools and Childcare Facilities with Adaptations:

- Summer programs and next school year potentially starting sooner (July/August)
- Childcare facilities to provide more care
- Address learning gaps
- Ensure students and staff are protected
- Allow broader workforce to return to work

Actions needed to get from Stage 1 to Stage 2



Government Actions

- Policies that allow people to stay home when they're sick
- Guidance provided on how to reduce risk



Business Actions

- Wage replacement so workers can stay home when sick
- Implement adaptations to lower-risk workplaces NOW
- Employees continue to work from home when possible



Individual Actions

- Safety precautions – physical distancing, face coverings, etc.
- Avoid all non-essential travel
- Support and care for people who are at high risk

When are we ready for Stage 2?

Key indicator considerations to move to Stage 2:

- Hospitalization and ICU trends stable.
- Hospital surge capacity to meet demand.
- Sufficient PPE supply to meet demand.
- Sufficient testing capacity to meet demand.
- Contact tracing capacity statewide.

Transition to Stage 2 will occur through a statewide modification to the Stay-At-Home Order.

Opportunity for Regional Variations

During Stage 2, counties may choose to relax stricter local orders at their own pace.

Following Stage 2, once a statewide COVID-19 surveillance system is made possible through testing, further regional variations could be supported.

State will consult and collaborate closely with local governments.

Stage 3: Higher Risk Workplaces

Open higher risk environments with adaptations and limits on size of gatherings:

- Personal care (hair and nail salons, gyms)
- Entertainment venues (movie theaters, sports without live audiences)
- In-person religious services (churches, weddings)

Stage 4: End of Stay-At-Home Order

Re-open highest risk workplaces with all indicators satisfied once therapeutics have been developed:

- Concerts
- Convention Centers
- Live audience sports

Be Part of the Solution

Stay Home. Practice Physical Distancing.

We are enlisting all Californians to help inform the development of guidance for sectors across our economy.

This guidance will provide a framework for how to safely re-open.

CALIFORNIA
ALL

**Your Actions
Save Lives**

covid19.ca.gov

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-60-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, which directed all California residents to immediately heed current State public health directives; and

WHEREAS State public health directives, available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/>, have ordered all California residents stay home except for essential needs, as defined in State public health directives; and

WHEREAS COVID-19 continues to menace public health throughout California; and

WHEREAS the extent to which COVID-19 menaces public health throughout California is expected to continue to evolve, and may vary from place to place within the State; and

WHEREAS California law promotes the preservation of public health by providing for local health officers—appointed by county boards of supervisors and other local authorities—in addition to providing for statewide authority by a State Public Health Officer; and

WHEREAS these local health officers, working in consultation with county boards of supervisors and other local authorities, are well positioned to understand the local needs of their communities; and

WHEREAS local governments are encouraged to coordinate with federally recognized California tribes located within or immediately adjacent to the external geographical boundaries of such local government jurisdiction; and

WHEREAS the global COVID-19 pandemic threatens the entire State, and coordination between state and local public health officials is therefore, and will continue to be, necessary to curb the spread of COVID-19 throughout the State; and

WHEREAS State public health officials have worked, and will continue to work, in consultation with their federal, state, and tribal government partners; and

WHEREAS the State Public Health Officer has articulated a four-stage framework—which includes provisions for the reopening of lower-risk businesses and spaces (“Stage Two”), to be followed by the reopening of higher-risk businesses and spaces (“Stage Three”)—to allow Californians to gradually resume various activities while continuing to preserve public health in the face of COVID-19; and

WHEREAS the threat posed by COVID-19 is dynamic and ever-changing, and the State's response to COVID-19 (including implementation of the four-stage framework) should likewise retain the ability to be dynamic and flexible; and

WHEREAS to preserve this flexibility, and under the provisions of Government Code section 8571, I find that strict compliance with the Administrative Procedure Act, Government Code section 11340 et seq., would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, 8627, and 8665; and also in accordance with the authority vested in the State Public Health Officer by the laws of the State of California, including but not limited to Health and Safety Code sections 120125, 120130, 120135, 120140, 120145, 120150, 120175, and 131080; do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) All residents are directed to continue to obey State public health directives, as made available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/> and elsewhere as the State Public Health Officer may provide.
- 2) As the State moves to allow reopening of lower-risk businesses and spaces ("Stage Two"), and then to allow reopening of higher-risk businesses and spaces ("Stage Three"), the State Public Health Officer is directed to establish criteria and procedures—as set forth in this Paragraph 2—to determine whether and how particular local jurisdictions may implement public health measures that depart from the statewide directives of the State Public Health Officer.

In particular, the State Public Health Officer is directed to establish criteria to determine whether and how, in light of the extent to which the public health is menaced by COVID-19 from place to place within the State, local health officers may (during the relevant stages of reopening) issue directives to establish and implement public health measures less restrictive than any public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

The State Public Health Officer is further directed to establish procedures through which local health officers may (during the relevant stages of reopening) certify that, if their respective jurisdictions are subject to proposed public health measures (which they shall specify to the extent such specification may be required by the State Public Health Officer) that are less restrictive than public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer, the public health will not be menaced. The State Public Health Officer shall additionally establish procedures to permit, in a manner consistent with public health and

safety, local health officers who submit such certifications to establish and implement such less restrictive public health measures within their respective jurisdictions.

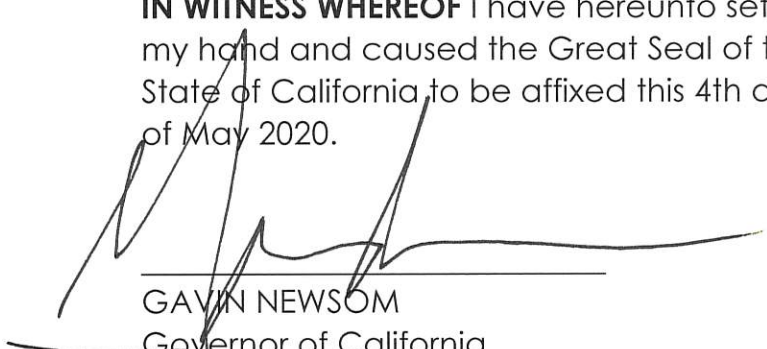
The State Public Health Officer may, from time to time and as she deems necessary to respond to the dynamic threat posed by COVID-19, revise the criteria and procedures set forth in this Paragraph 2. Nothing related to the establishment or implementation of such criteria or procedures, or any other aspect of this Order, shall be subject to the Administrative Procedure Act, Government Code section 11340 et seq. Nothing in this Paragraph 2 shall limit the authority of the State Public Health Officer to take any action she deems necessary to protect public health in the face of the threat posed by COVID-19, including (but not limited to) any necessary revision to the four-stage framework previously articulated by the State Public Health Officer.

- 3) Nothing in this Order shall be construed to limit the existing authority of local health officers to establish and implement public health measures within their respective jurisdictions that are more restrictive than, or that otherwise exist in addition to, the public health measures imposed on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of May 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**EXTENSION OF EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19)
TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER
RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES,
GYMS, HEALTH CLUBS, THEATERS, CHURCHES, AND OTHER SOCIAL GATHERINGS**

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, the severity of the local health emergency appears to be increasing each day, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world; and

WHEREAS, on March 16, 2020, the California Department of Public Health ("CDPH") and State Emergency officials issued guidance to local communities regarding public safety measures that should be taken with respect to (1) retail food, beverage, and related service venues, (2) entertainment venues; and (3) gyms, health clubs, theaters, and other social gatherings, in order to prevent the transmission of COVID-19;

WHEREAS, on March 19, 2020, the County Public Health Officer issued an Emergency Order For The Prevention Of Novel Coronavirus (COVID-19) Transmission In Or About Restaurants, Bars, Food Trucks, Grocery Stores, And Other Retail Food And Beverage Service Venues, Entertainment And Recreational Venues, Gyms, Health Clubs, Theaters, Churches, And Other Social Gatherings ("ORDER"), which is set to expire on April 19, 2020;

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all California residents immediately to heed current State public health directives to stay home (shelter-in-place), except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect the health and well-being of all Californians; and

WHEREAS, due to the continued transmission of COVID-19 throughout Tulare County, it is the opinion of the County Public Health Officer that it is necessary to continue to enforce the aforementioned orders to combat further transmission of the disease to Tulare County residents.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the County Public Health Officer extends the ORDER previously issued on March 19, 2020, until such a time that it is terminated or modified by the County Public Health Officer in writing.

IT IS SO ORDERED.

Time: 5:10 p.m.
Date: April 8, 2020

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By Jennifer M. Flores Digitally signed by Jennifer M. Flores
Date: 2020.04.09 09:46:16 -0700
Chief Deputy
Matter No. 2020217

Attachments: March 19, 2020 Order of the County Public Health Officer

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**County of Tulare
Health & Human Services Agency
Public Health Branch**



Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480

**AMENDED EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19)
TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER
RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES,
GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR
RECREATIONAL ACTIVITIES**

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, the severity of the local health emergency appears to be increasing each day, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world; and

WHEREAS, the California Department of Public Health ("CDPH") and State Emergency officials have issued ongoing guidance to local communities regarding public safety measures that should be taken with respect to (1) retail food, beverage, and related service venues, (2) entertainment venues, and (3) gyms, health clubs, theaters, other social gatherings, and outdoor recreational activities, in order to prevent the transmission of COVID-19; and

WHEREAS, said guidance is designed to protect individuals attending and working at these venues and prevent the spread of COVID-19 in our communities; and

WHEREAS, under said guidance, available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/ncov2019.aspx> and <https://covid19.ca.gov/stay-home-except-for-essential-needs/> the following actions have been recommended:

- **Bars, wineries, breweries and pubs** should be closed, except for venues that are currently authorized to provide off sale beer and wine to be consumed off premises be allowed; bars, breweries, pubs, and wineries that include meals provided by a full kitchen should follow the restaurant guidance below if they provide delivery or pick-up options;
- **Restaurants** should be closed for in-restaurant seated dining and should be open only to drive-through or other pick-up/delivery options;
- **Food trucks** should increase the frequency of cleaning of menus, cash registers, receipt trays, condiment holders, writing instruments and other non-food contact surfaces frequently touched by patrons and employees, ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together, etc., but limiting the number of

people in lines;

- **Grocery stores and charitable food distribution sites** should remain fully open and operational, but ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc., and limiting the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, and increase cleaning and sanitizing frequency of restroom and other high contact areas; and stores that have online ordering with outside pick-up or delivery options should encourage use of these when possible in lieu of indoor shopping;
- **Certified Farmers' Markets** should space booths accordingly to increase social distancing among patrons in line and walking about the market; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with soap and water for at least 20 seconds; offer additional hand washing or sanitizing stations throughout the venue; encourage activities such as pre-bagging to expedite purchasing; suspend sampling activities; increase frequency of cleaning of tables, payment devices, and other surfaces; eliminate non-essential/non-related services, such as bands or other entertainment; and at the end of the market, continue to utilize local food recovery systems to feed/donate extra products to populations in need;
- **All retail food and beverage service venues** should remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds;
- **Gambling venues** should eliminate, delay, or reduce conventions/tournaments that increase customer flow above 250 persons in a single room/space; increase frequency of cleaning of chips, shuffling machines, and other objects utilized in games; increase frequency of cleaning and/or disposal of playing cards; eliminate non-essential/non-related services, such as massages or other ancillary services co-housed in gambling venues that could increase customer flow above 250 persons in a single room/space; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together etc.; limit the number of people in lines; separate spaces on the gaming floor into smaller components; increase frequency of cleaning and sanitizing per CDC Environmental Cleaning and Disinfection guidance of all hard surfaces, including terminals and felt and vinyl surfaces of card tables and chairs; increase cleaning and sanitizing frequency of restroom and other high contact areas; eliminate events/marketing that target individuals that the CDPH has identified higher risk of serious illness for COVID-19 ; provide additional opportunities throughout the venue for persons to reduce the spread of the virus through hand washing or sanitizing stations;
- **Theme Parks and Attractions** should ensure that social distancing of six feet per between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together etc.; limit attendance as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with soap and water for at least 20 seconds; increase spacing of show times to allow for more thorough cleaning of single room or space and social distancing during show times; provide additional opportunities throughout the venue for persons to reduce the spread of the virus through hand washing or sanitizing stations; eliminate events/marketing that target individuals that the CDPH has

identified as higher risk of serious illness for COVID-19; extend hours to allow for staggering of attendance; and add distance to locations individuals sit or stand around tables;

- **Gyms, health clubs, and theaters** should be closed;
- **All gatherings** (defined as any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space) should be postponed or cancelled, except for those defined as “essential,” meaning that they cannot be postponed or achieved without gathering, and that some other means of communication could not be used to conduct the essential function.
- **Face coverings**, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, should be worn by all persons over the age of two years at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household. All persons, including Essential Workers are discouraged from using Personal Protective Equipment (PPE), such as N95 masks, for non-medical reasons, because supply must be available to healthcare workers.

WHEREAS, the increasing threat posed by COVID-19 in Tulare County makes it advisable that the actions recommended in said guidance become mandatory in the incorporated and unincorporated areas of County of Tulare at least for the time being.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. Definitions:

- a) Restaurant: Any establishment that sells food for consumption on-premises.
- b) Food Court: Any establishment that sells food for consumption on-premises in a shared setting with other establishments.
- c) Bar and tavern: Any establishment with the following types of California Alcoholic Beverage Control licenses:
 - 1) 40 - On Sale Beer (Bar, Tavern)
 - 2) 42 - On Sale Beer & Wine - Public Premises (Bar, Tavern)
 - 3) 48 - On Sale General - Public Premises (Bar, Night Club)
 - 4) 51 - Club
 - 5) 57 - Special On Sale General
 - 6) 60 - On Sale Beer - Seasonal
 - 7) 61 - On Sale Beer - Public Premises
- d) Food truck: Any “mobile food facility” within the meaning of the California Retail Food Code.
- e) Certified Farmers’ Market: A location that is certified by the State of California through the enforcement officers of the county agricultural commissioners and operated pursuant to Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and regulations adopted pursuant to that chapter.
- f) Grocery Store: Any store primarily engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, and fresh meats, fish, and poultry and any area that is not separately owned within the store where food is prepared and served, including a bakery, deli, and meat and

seafood counter. "Grocery store" includes convenience stores.

- g) Charitable Food Distribution Site: A "food bank" or "limited service charitable feeding operation" within the meaning of the California Retail Food Code.
 - h) Gambling venue: Any cardroom, casino, or similar site where the primary goal of those assembled is the wagering of money or other things of value on events with uncertain outcomes, with the primary intent of winning money or material goods, and over which the Tulare County Public Health Officer has jurisdiction.
 - i) Entertainment and recreational venue: Any site where the primary goal of those assembled is to promote amusement, enjoyment, pleasure, recreation, diversion, relaxation, and other similar uses, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like.
 - j) Theme park: Any entertainment venue or amusement park in which rides, games, and buildings are based on a central theme.
 - k) Amusement Park: Any entertainment venue that features various attractions such as rides and games, as well as other events for entertainment purposes.
 - l) Attraction: Any place of interest where persons visit, typically for its inherent or exhibited natural or cultural value, historical significance, natural or built beauty, offering leisure and amusement.
 - m) Gym and Health Club: Any room or building used for various indoor sports or exercise activities, and usually equipped with exercise or gymnastic apparatus, locker and shower rooms, indoor or outdoor swimming pools, sports courts, and similar spaces.
 - n) Theater: Any entertainment venue used for housing dramatic presentations, stage entertainments, or motion-picture shows.
 - o) Church: Any site, with or without structures, the primary use of which is the assemblage of people for any religious worship, education, or expression.
 - p) Social gathering: Any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space.
 - q) Outdoor recreational activities: Any activity that can be done in an outside setting, including but not limited to, individual and group sports.
2. **Restaurants, Food Courts, and other establishments** that offer on-premises dining shall not allow consumption of food or beverages on-premises. Delivery, drive-thru, and pick-up options are allowed.
 3. **Bars and taverns** shall be closed.
 4. **Food Trucks** shall not allow consumption of food or beverages on or about the premises and shall increase the frequency of cleaning of menus, cash registers, receipt trays, condiment holders, writing instruments and other non-food contact surfaces frequently touched by patrons and employees; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together, etc., but limit the number of people in their lines. All employees of the Food Truck should wear an appropriate face covering at all times.
 5. **Certified Farmers' Markets** shall space booths accordingly to increase social distancing among patrons in line and walking about the market; ensure that social distancing of six feet per between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with

soap and water for at least 20 seconds; offer additional hand washing or sanitizing stations throughout the venue; encourage activities such as pre-bagging to expedite purchasing; suspend sampling activities; increase frequency of cleaning of tables, payment devices, and other surfaces; eliminate non-essential/non-related services, such as bands or other entertainment; and at the end of the market, continue to utilize local food recovery systems to feed/donate extra products to populations in need. All persons providing essential services at a Farmers' Market should wear an appropriate face covering at all times.

6. **Grocery Stores and Charitable Food Distribution Sites** are allowed to remain fully open and operational, but must ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; and stores that have online ordering with outside pick-up or delivery options should encourage use of these when possible in lieu of indoor shopping. All employees of the grocery store or charitable food distribution site should wear an appropriate face covering at all times.
7. **All retail food, beverage, and other related service venues** shall remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds. All venues should require employees to wear an appropriate face covering at all times.
8. **Gambling venues** shall be closed.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall be closed.
10. **Gyms and health clubs** shall be closed;
11. **All social gatherings**, including, but not limited to church services, meetings of service and social clubs, conferences, conventions, and the like, shall be postponed or cancelled.
12. **Outdoor recreational activities** are permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California.
13. For those businesses closed under this Order, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided that they each observe the social distancing and best personal hygiene practices (including washing their hands often with soap and water for at least 20 seconds) outlined above.
14. No County permits for special events shall be granted. All County permits for special events previously issued are revoked or postponed.
15. No temporary ABC licenses shall be authorized by the County.
16. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared

transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.

17. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
18. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
19. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
20. Pursuant to California Government Code section 41601, the chiefs of the police departments of the Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.
21. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
22. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
23. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available on the County of Tulare's website.
24. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.

IT IS SO ORDERED.

Time: 9:10am
Date: May 5, 2020

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By
Deputy County Counsel
Matter No. 2020217JMS/5-05-2020/2020217/1463907.docx



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

Karen M. Elliott, MBA • Public Health Branch Director
Karen Haught, MD, M.P.H. • County Health Officer

Timothy W. Lutz, MBA
Agency Director

May 7, 2020

Health Advisory Recommending Face Coverings for the Public and Essential Workers

This health advisory seeks to inform the public about the need for Face Coverings when outside the home for the prevention and source control of COVID-19.

Summary

- Tulare County Public Health urges the public to use Face Coverings while attending to essential activities in order to reduce the spread of COVID-19
- Individuals are asked to ensure effective use of Face Coverings by washing their hands after putting on and taking of the Face Covering
- Essential businesses and their employees are asked to utilize Face Coverings when providing services to the public
- Essential businesses are asked to post signage informing the public of the requirement to utilize Face Coverings

The United States Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), and the Tulare County Public Health Branch ("TCPH") have recommended that members of the public, should cover the mouth and nose to prevent inadvertently spreading the virus that causes Coronavirus Disease 2019 ("COVID-19"). One key transmission method for the COVID-19 virus is respiratory droplets that people expel when they breathe or sneeze. Individuals have been found to be infected with COVID-19 and not have any symptoms, meaning they are asymptomatic, but they can still be contagious. People can also be infected and contagious 48 hours before developing symptoms, the time when they are pre-symptomatic. Many people with the COVID-19 virus have mild symptoms and do not recognize they are infected and contagious, and they can unintentionally infect others. Therefore, the CDC, CDPH, and TCPH believe that wearing a face covering, when combined with physical distancing of at least 6 feet and frequent hand washing, may reduce the risk of transmitting coronavirus when in public and engaged in essential activities by reducing the spread of respiratory droplets. *For clarity, although wearing a face covering is one tool for reducing the spread of the virus, doing so is not a substitute for sheltering in place, physical distancing of at least 6 feet, and frequent hand washing.*

This Advisory requires that people wear Face Coverings in three main settings. First, members of the public must wear Face Coverings while inside of or waiting in line to enter Essential Businesses and other businesses or facilities engaged in Minimum Basic Operations, providing Essential Infrastructure, and providing Essential Government Functions (except Healthcare Operations, which are subject to different requirements), when seeking healthcare from Healthcare Operations, and when waiting for or riding on



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public transportation and other types of shared transportation. These settings are defined further below.

Second, this Advisory also requires employees, contractors, owners, and volunteers of all Essential Businesses or those operating public transportation and other types of shared transportation to wear a Face Covering when at work.

And third, this Advisory also requires workers engaged in Minimum Basic Operations, Essential Infrastructure work, and Essential Government Functions to wear a Face Covering in areas where the public is present or likely to be and at any time when others are nearby.

This Advisory does not require that any child aged twelve years or younger wear a Face Covering and recommends that any child aged two years or younger should not wear one because of the risk of suffocation. This Advisory also does not apply to people who are in their own cars alone or with members of their own household. It also does not require people wear Face Coverings while engaged in outdoor recreation such as hiking, bicycling, or running, though it does recommend that they have a Face Covering with them and still requires them to practice social distancing and other measures to protect against transmission of the virus.

Definition of Face Coverings

As used in this Advisory, a "Face Covering" means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. A covering that hides or obscures the wearer's eyes or forehead is not a Face Covering. Examples of Face Coverings include a scarf or bandana; a neck gaiter; a homemade covering made from a t-shirt, sweatshirt, or towel, held on with rubber bands or otherwise; or a mask, which need not be medical-grade. A Face Covering may be factory-made, or may be handmade and improvised from ordinary household materials. The Face Covering should be comfortable, so that the wearer can breathe comfortably through the nose and does not have to adjust it frequently, so as to avoid touching the face. For as long as medical grade masks such as N95 masks and surgical masks are in short supply, members of the public should not purchase those masks as Face Coverings under this Advisory. In general, even when not required by this Advisory, people are strongly encouraged to wear Face Coverings when in public.

A video showing how to make a face covering and additional information about how to wear and clean Face Coverings may be found at the website of Centers for Disease Control and Prevention, at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>.

Effective Use

Face Coverings must be worn in such a manner as to contain respiratory droplets and minimize transmission of the virus via the hands. To achieve this, Face Coverings should fit snugly and be washed daily. Cloth Face Coverings can be safely cleaned in a washing machine or by hand as the materials



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permit. Individuals should be careful not to touch their eyes, nose, or mouth when removing their Face Coverings and wash their hands immediately after removing.

Members of the Public

All members of the public, except as specifically exempted below, must wear a Face Covering outside their home or other place they reside in the following situations:

1. When they are inside of, or in line to enter, any Essential Business, including, but not limited to, grocery stores, convenience stores, supermarkets, laundromats, and restaurants;
2. When they are inside or at any location or facility engaging in Minimum Basic Operations or seeking or receiving Essential Government Functions inside of any location or facility;
3. When they are engaged in Essential Infrastructure work
4. When they are obtaining services at Healthcare Operations— including hospitals, clinics, COVID-19 testing locations, dentists, pharmacies, blood banks and blood drives, other healthcare facilities, mental health providers, or facilities providing veterinary care and similar healthcare services for animals — unless directed otherwise by an employee or worker at the Healthcare Operation; or
5. When they are waiting for or riding on public transportation or paratransit or are in a taxi, private car service, or ride-sharing vehicle.

Essential Businesses and Infrastructure

All Essential Businesses, as well as entities and organizations with workers engaged in Essential Infrastructure work, Minimum Basic Operations, or Essential Government Functions (except for Healthcare Operations, which are subject to their own regulation regarding specified face coverings), must:

1. Require their employees, contractors, owners, and volunteers to wear a Face Covering at the workplace and when performing work off-site any time the employee, contractor, owner, or volunteer is:
 - a. interacting in person with any member of the public;
 - b. working in any space visited by members of the public, such as by way of example and without limitation reception areas, grocery store or pharmacy aisles, service counters, public restrooms, cashier and checkout waiting rooms, service areas, and other spaces used to interact with the public, regardless of whether anyone from the public is present at the time;
 - c. working in any space where food is prepared or packaged for sale or distribution to others;
 - d. working in or walking through common areas such as hallways, stairways, elevators, and parking facilities; or
 - e. in any room or enclosed area when other people (except for members of the person's own household or residence) are present.



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2. Take reasonable measures, such as posting signs, to remind their customers and the public of the requirement that they wear a Face Covering while inside of or waiting in line to enter the business, facility, or location. Essential Businesses and entities or organizations that engaged in Essential Infrastructure work or Minimum Basic Operations must take all reasonable steps to prohibit any member of the public who is not wearing a Face Covering from entering and must not serve that person if those efforts are unsuccessful and seek to remove that person.

For clarity, a Face Covering is not required when a person is in a personal office (a single room) when others outside of that person's household are not present as long as the public does not regularly visit the room.

Exceptions

1. Any child aged two years or less must not wear a Face Covering because of the risk of suffocation. This Order does not require that any child aged twelve years or less wear a Face Covering. Parents and caregivers must supervise use of Face Coverings by children to avoid misuse.
2. Wearing a Face Covering is recommended, but not required, while engaged in outdoor recreation such as hiking, bicycling, or running. But each person engaged in such activity must comply with social distancing requirements including maintaining at least six feet of separation from all other people. Because running or bicycling causes people to more forcefully expel airborne particles, making the usual minimum 6 feet distance less adequate, runners and cyclists must take steps to avoid exposing others to those particles, which include the following measures: wearing a Face Covering when possible; crossing the street when running to avoid sidewalks with pedestrians; slowing down and moving to the side when unable to leave the sidewalk and nearing other people; never spitting; and avoiding running or cycling directly in front of or behind another runner or cyclist who is not in the same household.
3. This Advisory does not require any person to wear a Face Covering while driving alone, or exclusively with other members of the same family or household, in a motor vehicle.
4. A Face Covering is also not required by this Advisory to be worn by a particular individual if the person can show either: (1) a medical professional has advised that wearing a Face Covering may pose a risk to the person wearing the mask for health-related reasons; or (2) wearing a Face Covering would create a risk to the person related to their work as determined by local, state, or federal regulators or workplace safety guidelines. A Face Covering should also not be used by anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the Face Covering without assistance.

Conclusion

The intent of this Order is to ensure that all people who are visiting or working at Essential Businesses



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and all people who are seeking care at healthcare facilities or engaged in certain types of public transit or transportation with others wear a Face Covering to reduce the likelihood that they may transmit or receive the COVID-19 virus. The intent of this Advisory is also to ensure that people who work for or seek services from entities engaged in Essential Infrastructure work, Minimum Basic Operations, or Essential Government Functions also wear a Face Covering when they are in close proximity to others. In so doing, this Advisory will help reduce the spread of the COVID-19 virus and mitigate the impact of the virus on members of the public and on the delivery of critical healthcare services to those in need. All provisions of this Advisory must be interpreted to effectuate this intent.

A handwritten signature in black ink that reads "Karen Haught".

Karen Haught MD, MPH
Health Officer of Tulare County

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of Emergency now exists in the State of California due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19; and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20, ordering that all Californians shelter in place to preserve public health and safety ("Shelter in Place Order"); and

WHEREAS, the Shelter in Place Order has been successful in slowing the transmission and infection rate of COVID-19 in the State of California; and

WHEREAS, on March 19, 2020 the County Health Officer of the County of Tulare issued an EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES, GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR RECREATIONAL ACTIVITIES, which order was extended on April 8, 2020, and amended on May 5, 2020 (the "Amended Emergency Order"); and

WHEREAS, on April 14, 2020, the State of California presented the Pandemic Roadmap, a four-stage plan for modifying the Shelter in Place Order, and defining the statewide current status under the plan as being at Stage 1; and

WHEREAS, on May 4, 2020, the State announced that entry into Stage 2 of the plan would begin on May 8, 2020 for all Counties, subject to certain conditions and certain guidance; and

WHEREAS, advancement within the Pandemic Roadmap by an individual County can be accomplished by meeting certain State-defined criteria and procedures; and

WHEREAS, the Pandemic Roadmap is designed to prevent the spread of COVID-19 in California while allowing parts of our state to safely reopen; and

WHEREAS, it is advisable that the State criteria, procedures, and guidance for the stages of the Pandemic

Roadmap become mandatory in the incorporated and unincorporated areas of County of Tulare.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. **The Amended Emergency Order** is hereby terminated. Any previous Public Health Orders, other than the Emergency Declaration dated March 11, 2020, not previously terminated by the Amended Emergency Order are hereby terminated.
2. **The Shelter in Place Order**, the emergency orders of the State Public Health Director related to the COVID-19 pandemic, and the State's Pandemic Roadmap and guidance issued with respect to the roadmap, as may be amended, modified, or supplemented from time-to-time by their makers, are hereby adopted as emergency orders of the County Health Officer of the County of Tulare and enforceable as such.
3. **Only** the activities and businesses authorized by the County's current stage of the Pandemic Roadmap shall be allowed. The County's current stage of the Pandemic Roadmap can be found at <https://covid19.tularecounty.ca.gov/>.
4. **Bars, wineries, breweries and pubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
5. **Restaurants** shall follow the State's guidelines and shall be open only to drive-through or other pickup/delivery options and shall not open their in-restaurant seated dining nor allow consumption of food or beverages on-premises until allowed under the County's current stage of the Pandemic Roadmap.
6. **Food Trucks** shall follow the State's guidelines and shall not allow consumption of food or beverages on or about the premises until allowed under the County's current stage of the Pandemic Roadmap.
7. **Certified Farmers' Markets** shall follow the State's guidelines and shall space booths accordingly to increase social distancing and shall eliminate non-essential/non-related services, such as bands or other entertainment until allowed under the County's current stage of the Pandemic Roadmap.
8. **Gambling venues** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
10. **Gyms and health clubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
11. **All social gatherings**, including, but not limited to church services, meetings of service and social

clubs, conferences, conventions, and the like, shall be postponed or cancelled until allowed under the County's current stage of the Pandemic Roadmap.

12. **Outdoor recreational activities** shall be permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California. These social distancing requirements shall remain in place as they relate to Outdoor Recreation Activities until abolished under the County's current stage of the Pandemic Roadmap.
13. For those businesses closed under this Order, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided that they each observe the social distancing and best personal hygiene practices (including washing their hands often with soap and water for at least 20 seconds) outlined above.
14. No County permits for special events shall be granted, all County permits for special events previously issued are revoked or postponed, and no temporary ABC licenses shall be authorized by the County until social gatherings are permitted under the County's current stage of the Pandemic Roadmap.
15. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.
16. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
17. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
18. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
19. Pursuant to California Government Code section 41601, the chiefs of the police departments of the

Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.

20. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
21. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
22. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available at <https://covid19.tularecounty.ca.gov/>.
23. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.
24. Pursuant to Tulare County Ordinance Code sections 4-01-1070 and 4-01-1315, violations of this Order may be considered a public nuisance.
25. Pursuant to Tulare County Ordinance Code sections 1-23-1000 and 1-23-1015 violations of this Order shall be subject to an administrative fine or penalty.
26. All open businesses, facilities, retail food, venues shall ensure social distancing of six feet per person between those who are not members of the same household, limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, increase cleaning and sanitizing frequency of all contact areas, encourage use of online ordering with curbside pickup or delivery options in lieu of indoor shopping, remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds and wearing appropriate face covering when necessary.
27. Current guidance related to the Pandemic Roadmap is located at <https://covid19.ca.gov/roadmap/>.
28. Tulare County's Current Stage and information related to allowable businesses and activities is located at <https://covid19.tularecounty.ca.gov/>.
29. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between

persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.

30. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
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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, Pubic 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.

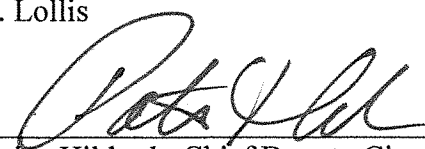
Section 6. This Ordinance is exempt from the requirements of CEQA pursuant to California Public Resources Code Section 21080(b) (4).

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)

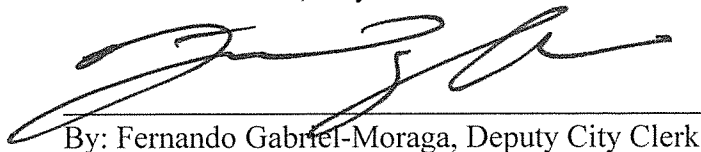
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

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)

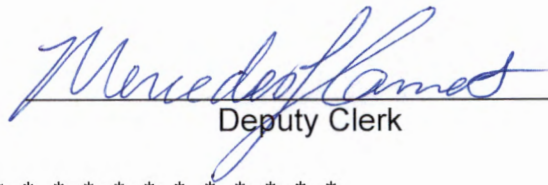
UPON MOTION OF SUPERVISOR TOWNSEND, SECONDED BY SUPERVISOR
SHUKLIAN, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS,
AT AN OFFICIAL MEETING HELD OCTOBER 6, 2020, BY THE FOLLOWING VOTE:

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

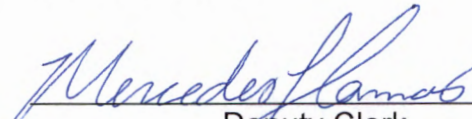
ABSTAIN: NONE

ABSENT: NONE



ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY:


Deputy Clerk



Sandra Shewry
Acting Director

State of California—Health and Human
Services Agency
**California Department of
Public Health**



GAVIN NEWSOM
Governor

October 9, 2020

TO: All Californians

SUBJECT: Guidance for Private Gatherings

Summary

This guidance provides an updated plan for Californians to gather outside their household and replaces the prior gatherings guidance issued on September 12, 2020 and March 16, 2020. It applies to private gatherings, and all other gatherings not covered by existing sector guidance are prohibited. Gatherings are defined as social situations that bring together people from different households at the same time in a single space or place. When people from different households mix, this increases the risk of transmission of COVID-19.

Mandatory Requirements for All Gatherings

All persons planning to host or participate in a private gathering, as defined above, must comply with the following requirements. Local health jurisdictions may be more restrictive than this guidance. Refer to your local guidance for what is allowed in your area.

1. Attendance

- *Gatherings that include more than **3 households are prohibited**. This includes everyone present, including hosts and guests. Remember, the smaller the number of people, the safer.*
- *Keep the households that you interact with stable over time. By spending time with the same people, risk of transmission is reduced. Participating in multiple gatherings with different households or groups is strongly discouraged.*
- *The host should collect names of all attendees and contact information in case contact tracing is needed later.*

2. *Gather Outdoors*

- Gatherings that occur outdoors are significantly safer than indoor gatherings. All gatherings must be held outside. Attendees may go inside to use restrooms as long as the restrooms are frequently sanitized.
- Gatherings may occur in outdoor spaces that are covered by umbrellas, canopies, awnings, roofs, and other shade structures provided that at least three sides of the space (or 75%) are open to the outdoors.
- A gathering of no more than three households is permitted in a public park or other outdoor space, even if unrelated gatherings of other groups up to three households are also occurring in the same park or other outdoor space. If multiple such gatherings are occurring, mixing between group gatherings is not allowed. Additionally, multiple gatherings of three households cannot be jointly organized or coordinated to occur in the same public park or other outdoor space at the same time – this would constitute a gathering exceeding the permitted size.

3. *Don't Attend Gatherings If You Feel Sick or You Are in a High-Risk Group*

- Anyone with any COVID-19-like symptoms (fever, cough, shortness of breath, chills, night sweats, sore throat, nausea, vomiting, diarrhea, tiredness, muscle or body aches, headaches, confusion, or loss of sense of taste/smell), **must stay home and not come into contact with anyone outside their household.**
- Anyone who develops COVID-19 within 48 hours after attending a gathering should notify the other attendees as soon as possible regarding the potential exposure.
- People at higher risk of severe illness or death from COVID-19 (such as older adults and people with chronic medical conditions) are strongly urged not to attend any gatherings.

4. *Practice Physical Distancing and Hand Hygiene at Gatherings*

- For any gatherings permitted under this guidance, the space must be large enough so that everyone at a gathering can maintain at least a 6-foot physical distance from others (not including their own household) at all times.
- Seating must provide at least 6 feet of distance (in all directions—front-to-back and side-to-side) between different households.
- Everyone at a gathering should frequently wash their hands with soap and water, or use hand sanitizer if soap and water are not available. A place to wash hands or hand sanitizer must be available for participants to use.
- Shared items should not be used during a gathering. As much as possible, any food or beverages at outdoor gatherings must be in single-serve disposable containers. If providing single-serve containers is not possible, food and beverages must be served by a person who washes or sanitizes their hands frequently, and wears a face covering. Self-serve items from communal containers should not be used.

5. *Wear a Face Covering to Keep COVID-19 from Spreading*

- When gathering, face coverings must be worn in accordance with the CDPH Guidance on the Use of Face Coverings (PDF), unless an exemption is applicable.
- People at gatherings may remove their face coverings briefly to eat or drink as long as they stay at least 6 feet away from everyone outside their own household, and put their face covering back on as soon as they are done with the activity.
- Face coverings can also be removed to meet urgent medical needs (for example, to use an asthma inhaler, take medication, or if feeling light-headed).

6. *Keep it short*

- Gatherings should be two hours or less. The longer the duration, the risk of transmission increases.

7. *Rules for Singing, Chanting, and Shouting at Outdoor Gatherings*

- Singing, chanting, shouting, and physical exertion significantly increases the risk of COVID-19 transmission because these activities increase the release of respiratory droplets and fine aerosols into the air. Because of this, singing, chanting, and shouting are strongly discouraged, but if they occur, the following rules and recommendations apply:
 - All people who are singing or chanting should wear a face covering at all times while singing or chanting, including anyone who is leading a song or chant. Because these activities pose a very high risk of COVID-19 transmission, face coverings are essential to reduce the spread of respiratory droplets and fine aerosols;
 - People who are singing, shouting, chanting, or exercising are strongly encouraged to maintain physical distancing beyond 6 feet to further reduce risk.
 - People who are singing or chanting are strongly encouraged to do so quietly (at or below the volume of a normal speaking voice).
- Instrumental music is allowed as long as the musicians maintain at least 6-foot physical distancing. Musicians must be from one of the three households. Playing of wind instruments (any instrument played by the mouth, such as a trumpet or clarinet) is strongly discouraged.

Context

COVID-19 continues to pose a severe risk to communities and requires all people in California to follow necessary precautions and to adapt the way they live and function in light of this ongoing risk. The safest way to gather is to spend time with people in the same household or to gather virtually.

In general, the **more people from different households** a person interacts with at a gathering, the **closer** the physical interaction is, and the **longer** the interaction lasts, the higher the risk that a person with a COVID-19 infection, symptomatic or asymptomatic, may spread it to others. Public health studies have also shown that the risk of transmission is increased **in indoor spaces**, particularly when there isn't appropriate ventilation.[1] Unlike indoor spaces, wind and air in outdoor spaces can help reduce spread of the virus from one person to another.

Planning scenarios published by the CDC estimate that, on average, a person with COVID-19 goes on to infect between 2-4 people, with a best estimate of 2.5 when there are no preventive measures.[2] For example, if each infected person spreads the virus to two people, who in turn spread it to two others each; those four will spread the

virus to eight others; those eight will spread the virus to 16; and so on. As a result, after 10 transmission cycles, one person could be responsible for 1,024 other people contracting the virus.[3] Additionally, there is broad agreement that people who are not experiencing symptoms can still spread COVID-19[4]. The fact that COVID-19 can be spread by people who don't have symptoms or aren't showing symptoms yet is one of the aspects of the COVID-19 that makes it difficult to control.

All gatherings pose a higher risk of transmission and spread of COVID-19 when people mix from different households and communities. The likelihood of transmission and spread increases with laughing, singing, loud talking and difficulty maintaining physical distance. Limiting attendance at gatherings is a way to reduce the risk of spread as it lowers the number of different people who are interacting. Additionally, by limiting attendance there is an improved ability to perform effective contact tracing if there is a positive case discovered, which can help to slow the spread of COVID-19[5]. People who do choose to attend gatherings should discuss and agree upon the specific group rules before convening together.

[1] See, e.g., Hiroshi Nishiura, et al., Closed environments facilitate secondary transmission of coronavirus disease 2019 (COVID-19) (PDF), (www.medrxiv.org/content/10.1101/2020.02.28.20029272v2.full.pdf); Hu Qian, et al., "Indoor transmission of SARS-CoV-2" (www.medrxiv.org/content/10.1101/2020.04.04.20053058v1) [pre-print] published in medRxiv on April 4, 2020.

[2] See the CDC COVID-19 Pandemic Planning Scenarios web page

[3] See, e.g., Report 3: Natsuko Imai et al, WHO Collaborating Centre for Infectious Disease Modelling, MRC Centre for Global Infectious Disease Analysis, J-IDEA, "Imperial college London, UK. Transmissibility of 2019 -n-CoV)." See also Inglesby T B JAMA Public Health Measures and the Reproduction Number of SARS-CoV-2. JAMA Network.2020.7878 (May 1, 2020).

[4] World Health Organization (WHO) Transmission of SARS-CoV-2: implications for infection prevention precautions

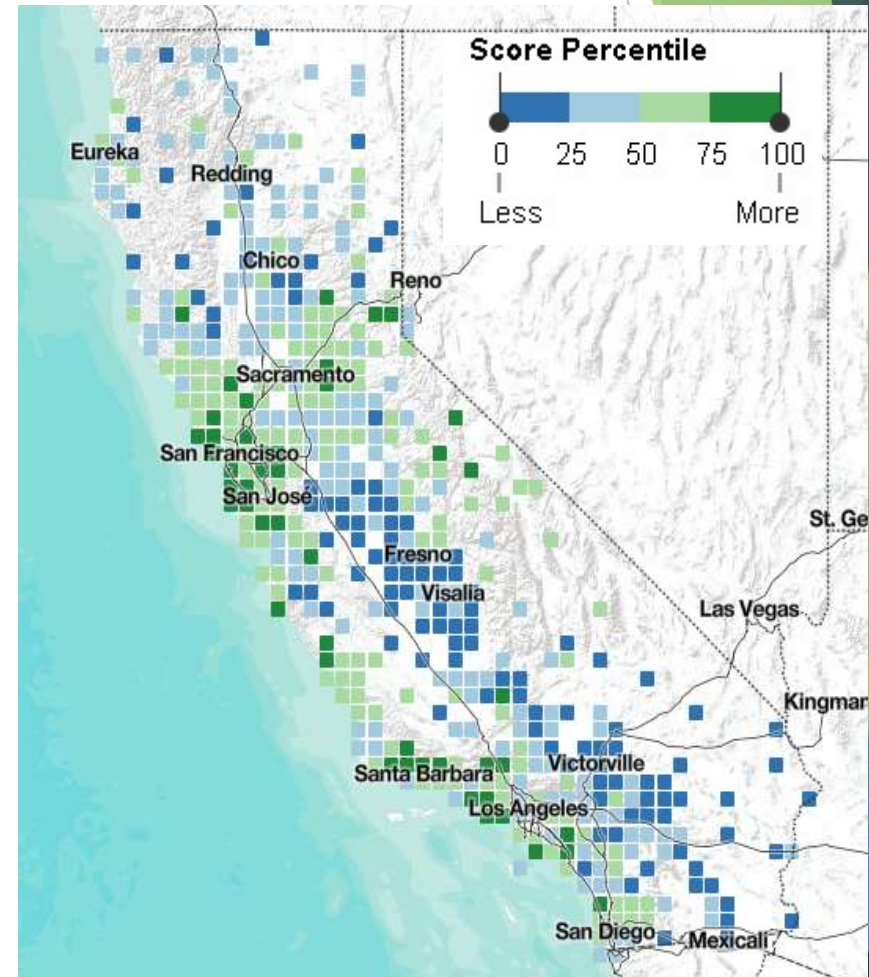
[5] See Harvard Health Preventing the spread of the coronavirus Social distancing, hand washing, and other preventive measures

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)



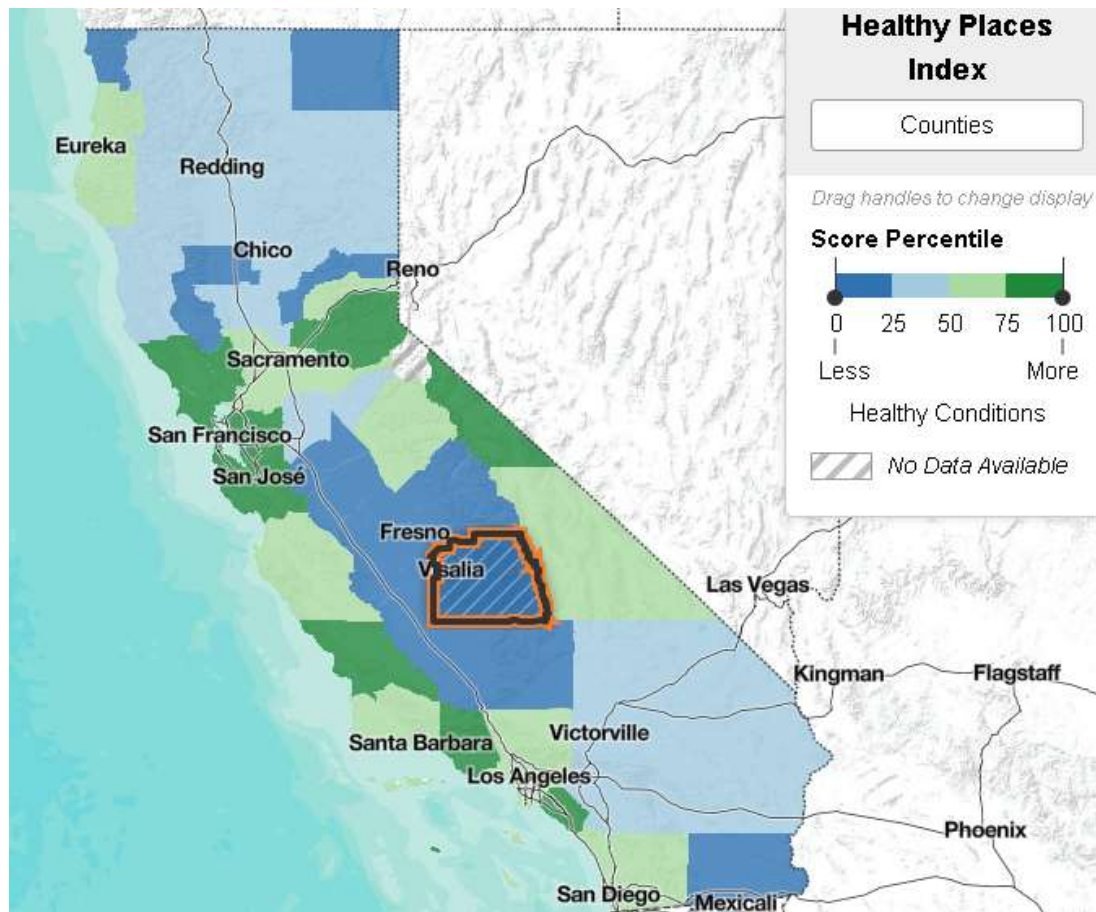
Healthy Places Index

- ▶ 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



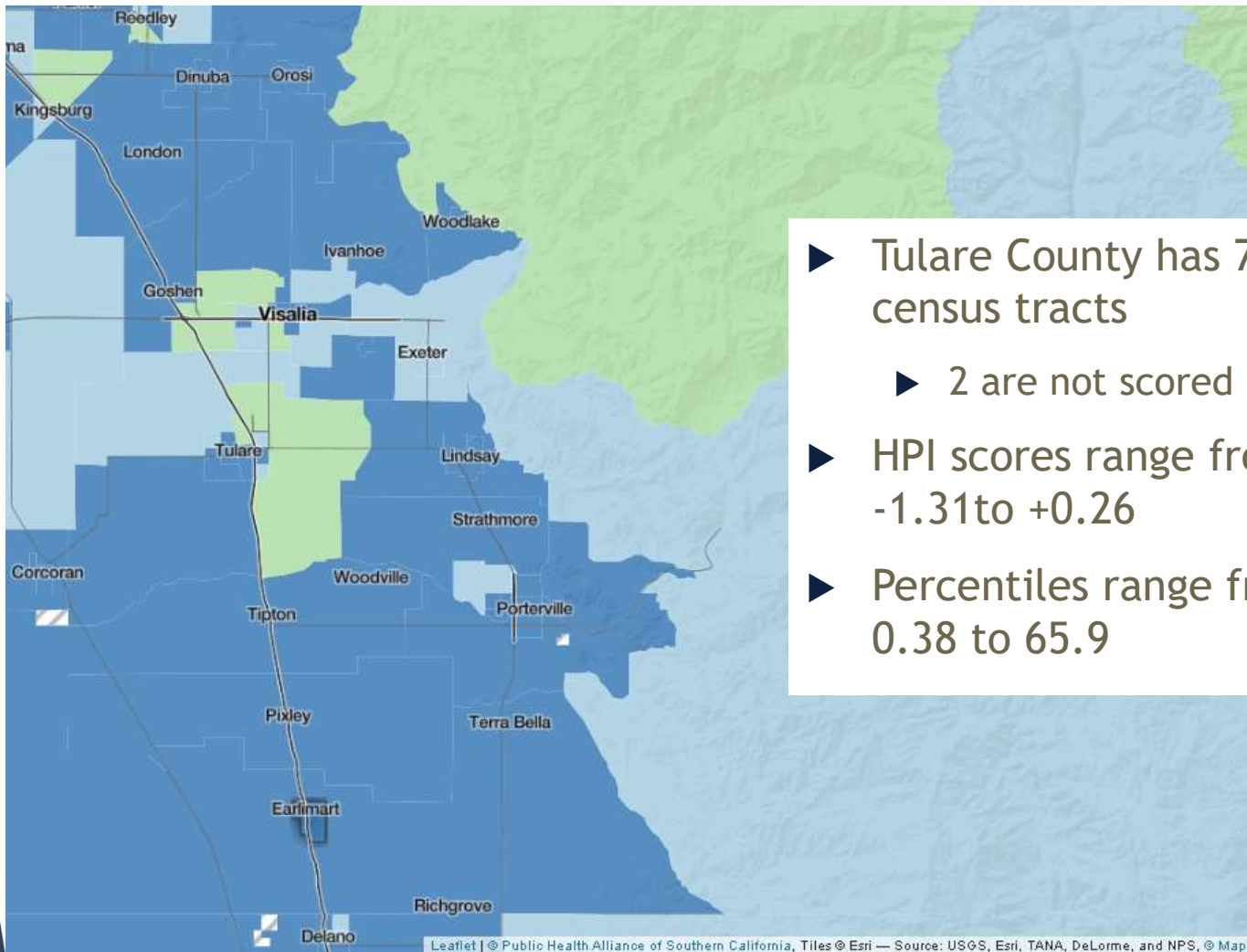
URL: <https://map.healthyplacesindex.org/>

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.

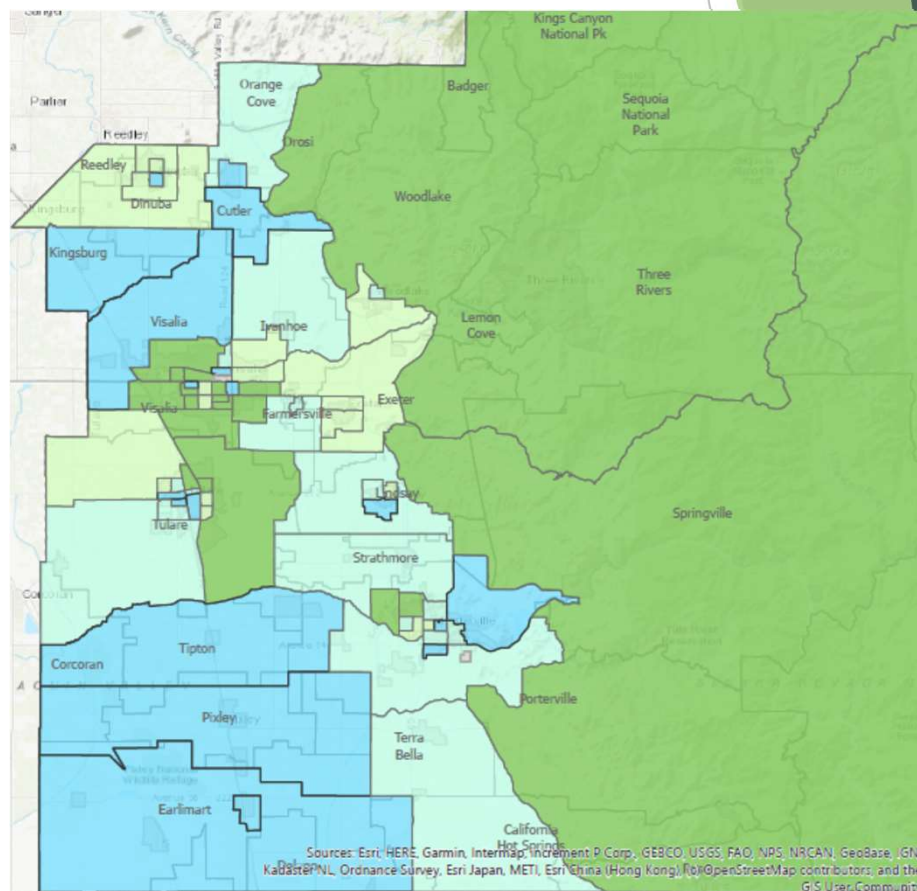
Tulare County Census Tracts - HPI Ranking is Statewide



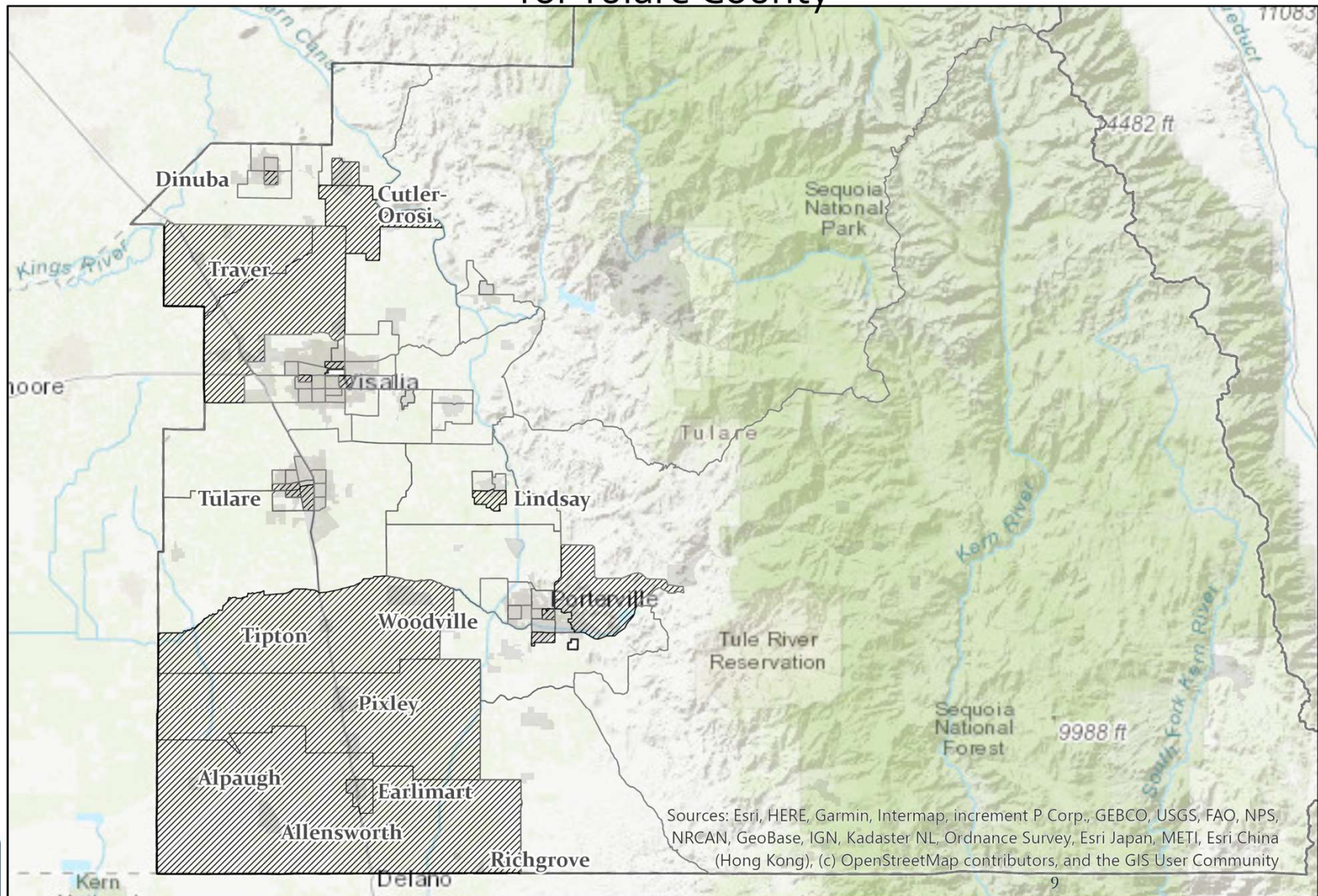
- ▶ Tulare County has 78 census tracts
 - ▶ 2 are not scored
- ▶ HPI scores range from -1.31 to +0.26
- ▶ Percentiles range from 0.38 to 65.9

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



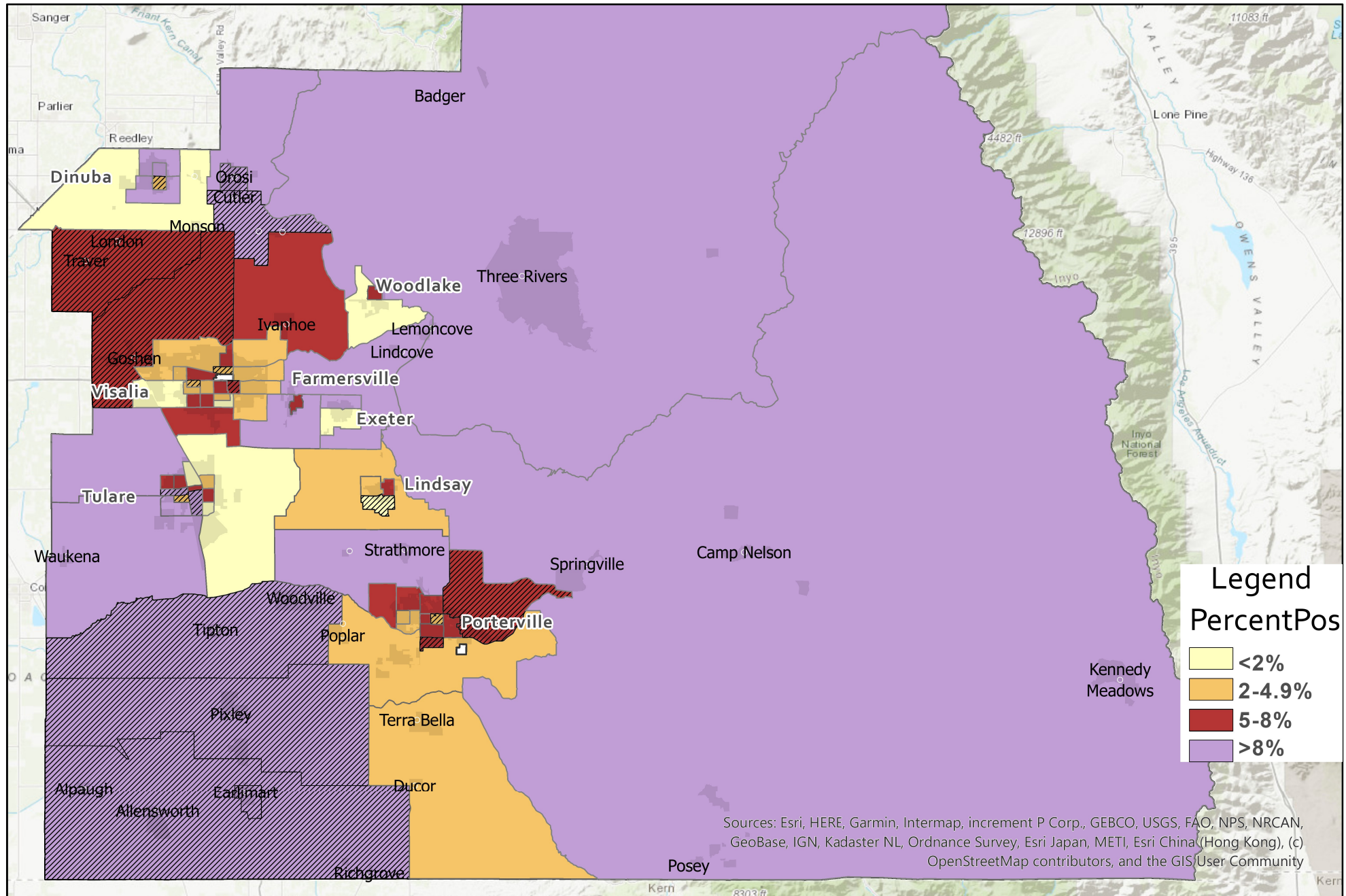
Health Equity Blueprint Metric

- ▶ 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%

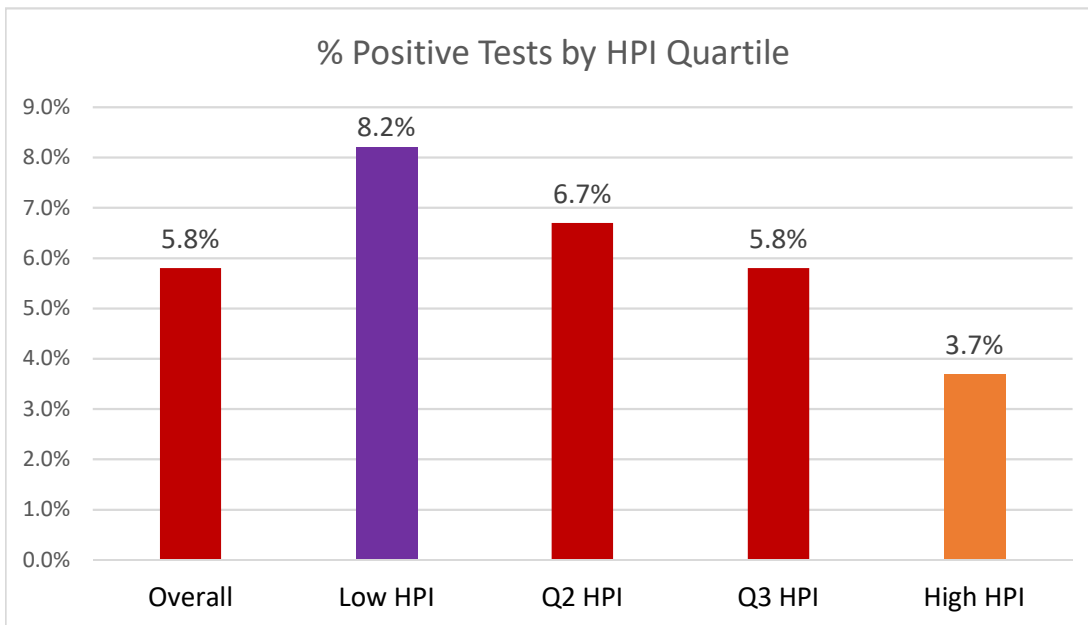
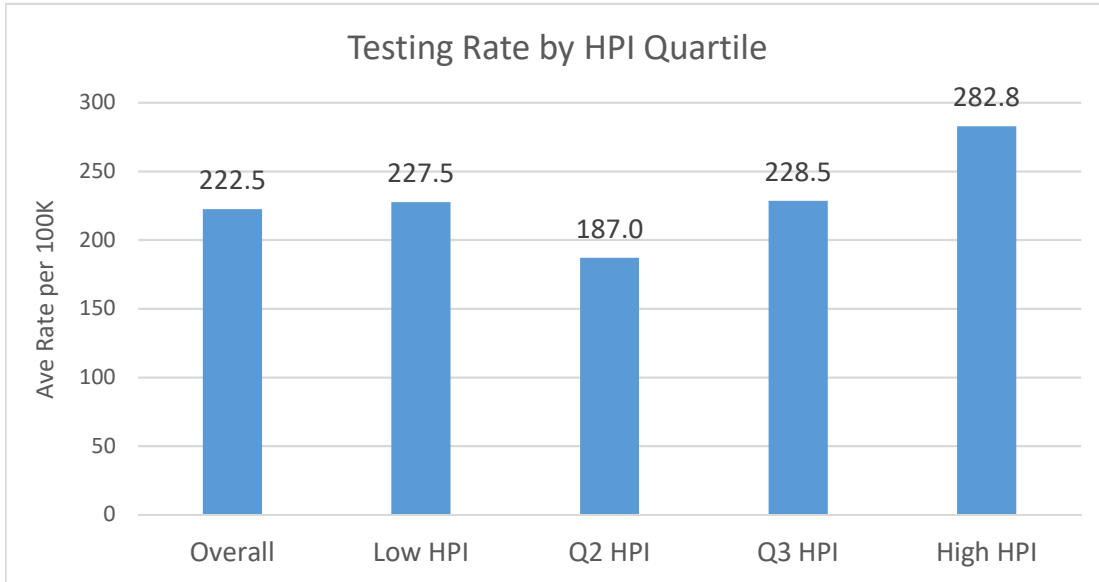
Note that for small areas such as individual census tracts, data shifts from week to week.

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



SANDRA SHEWRY, MPH,MSW

Acting Director

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Acting State Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM

Governor

Regional Stay At Home Order
12/03/2020

Upon assessment of the recent, unprecedented rise in the rate of increase in COVID-19 cases, hospitalizations, and test positivity rates across California, the California Department of Public Health (CDPH) is taking immediate actions to prevent the spread of the virus.

The State, like the nation, continues to record an unprecedented surge in the level of community spread of COVID-19. California implemented an accelerated application of the Blueprint Framework metrics on November 16 and a limited Stay at Home Order issued on November 19. However, in the interim, the number of new cases per day has increased by over 112%, (from 8,743 to 18,588) and the rate of rise of new cases per day continues to increase dramatically. The number of new hospital admissions has increased from 777 on November 15, to 1,651 on December 2, and because of the lag between case identification and hospitalizations, we can only expect these numbers to increase.

Current projections show that without additional intervention to slow the spread of COVID-19, the number of available adult Intensive Care Unit (ICU) beds in the State of California will be at capacity in mid-December. This is a sign that the rate of rise in cases, if it continues, is at risk of overwhelming the ability of California hospitals to deliver healthcare to its residents suffering from COVID-19 and from other illnesses requiring hospital care. ICU beds are a critical resource for individuals who need the most advanced support and care and the ability to add additional ICU capacity is limited by the lack of available ICU nurses and physicians as a result of the nationwide surge in hospitalizations and ICU admissions.

Because the rate of increases in new cases continues to escalate and threatens to overwhelm the state's hospital system, further aggressive action is necessary to respond to the quickly evolving situation. While vaccines are promising future interventions, they are not available to address the immediate risks to healthcare delivery in the current surge. The immediate aggressive institution of additional non-pharmaceutical public health interventions is critical to avoid further overwhelming hospitals and to prevent the need to ration care.



NOW, THEREFORE, I, as Acting State Public Health Officer of the State of California, order:

1. CDPH will evaluate public health based on Regions, responsive to hospital capacity for persons resident in those Regions.
2. CDPH will evaluate the adult ICU bed capacity for each Region and identify on covid19.ca.gov any Regions for which that capacity is less than 15%. When that capacity is less than 15%, the following terms (the Terms of this Order) will apply.
 - a. All gatherings with members of other households are prohibited in the Region except as expressly permitted herein.
 - b. All individuals living in the Region shall stay home or at their place of residence except as necessary to conduct activities associated with the operation, maintenance, or usage of critical infrastructure,¹ as required by law, or as specifically permitted in this order.
 - c. [Worship](#) and [political expression](#) are permitted outdoors, consistent with existing guidance for those activities.
 - d. Critical infrastructure sectors may operate and must continue to modify operations pursuant to the [applicable sector guidance](#).
 - e. [Guidance](#) related to schools remain in effect and unchanged. Accordingly, when this Order takes effect in a Region, schools that have previously reopened for in-person instruction may remain open, and schools may continue to bring students back for in-person instruction under the [Elementary School Waiver Process](#) or [Cohorting Guidance](#).
 - f. In order to reduce congestion and the resulting increase in risk of transmission of COVID-19 in critical infrastructure retailers, all retailers may operate indoors at no more than 20% capacity and must follow the [guidance for retailers](#). All access to retail must be strictly metered to ensure compliance with the limit on capacity. The sale of food, beverages, and alcohol for in-store consumption is prohibited.
 - g. To promote and protect the physical and mental well-being of people in California, outdoor recreation facilities may continue to operate. Those facilities may not sell food or drink for on-site consumption. Overnight stays at

¹ See <https://covid19.ca.gov/essential-workforce/> for full list of California's Critical Infrastructure workforce.

campgrounds are not permitted.

- h. Nothing in this Order prevents any number of persons from the same household from leaving their residence, lodging, or temporary accommodation, as long as they do not engage in any interaction with (or otherwise gather with) any number of persons from any other household, except as specifically permitted herein.
 - i. Terms (a) and (b) of this section do not apply to persons experiencing homelessness.
- 3. Except as otherwise required by law, no hotel or lodging entity in California shall accept or honor out of state reservations for non-essential travel, unless the reservation is for at least the minimum time period required for quarantine and the persons identified in the reservation will quarantine in the hotel or lodging entity until after that time period has expired.
- 4. This order shall take effect on December 5, 2020 at 1259pm PST.
- 5. For Regions where the adult ICU bed capacity falls below 15% after the effective date of this order, the Terms of this Order shall take effect 24 hours after that assessment.
- 6. The Terms of this Order shall remain in place for at least three weeks from the date the order takes effect in a Region and shall continue until CDPH's four-week projections of the Region's total available adult ICU bed capacity is greater than or equal to 15%. Four-week adult ICU bed capacity projections will be made approximately twice a week, unless CDPH determines that public health conditions merit an alternate projection schedule. If after three weeks from the effective date of the Terms of this Order in a Region, CDPH's four-week projections of the Region's total available adult ICU bed capacity is greater than or equal to 15%, the Terms of this Order shall no longer apply to the Region
- 7. After the termination of the Terms of this Order in a Region, each county within the Region will be assigned to a tier based on the [Blueprint for a Safer Economy](#) as set out in my August 28, 2020 Order, and the County is subject to the restrictions of the Blueprint appropriate to that tier.
- 8. I will continue to monitor the epidemiological data and will modify this Regional Stay-at-Home Order as required by the evolving public health conditions. If I determine that it is necessary to change the Terms of this Order, or otherwise modify the Regional Stay-at-Home Order, these modifications will be posted at [covid19.ca.gov](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Stay-at-Home-Order.aspx).

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.

Page Last Updated : January 7, 2021



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

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Date: January 7, 2021

Tulare County Public Health Releases COVID-19 Vaccine Schedule

*COVID-19 Vaccinations Are Underway for Phase 1A of Distribution Plan,
County Offers COVID-19 Vaccine Interest Form for Tulare County Residents*

The COVID-19 virus continues to spread at alarming rates throughout Tulare County. In the midst of an ongoing surge of infections following holiday social gatherings, Tulare County Public Health releases its COVID-19 Vaccine Schedule for distribution and delivery of the much-anticipated vaccine to end the pandemic. For the COVID-19 Vaccine Schedule in Tulare County and for the latest information on the COVID-19 vaccine, visit: <https://covid19.tularecounty.ca.gov/covid-19-vaccine/>.

Vaccinating NOW – Phase 1A

Due to limited supplies of COVID-19 vaccine, Tulare County is currently distributing COVID-19 vaccine to those eligible in **Phase 1A ONLY**. The following people qualify to receive vaccinations within Phase 1A:

Phase 1A, Tier 1:

- Acute care, psychiatric, and correctional facility hospital staff
- Skilled nursing facilities, assisted living facilities, special needs group living equivalent
- Paramedics, EMTs, and others providing medical emergency services
- Dialysis centers
- Residents in long-term care settings
- Staff of residential and inpatient substance abuse disorder treatment and mental health facilities

Phase 1A, Tier 2:

- Intermediate care facilities staff
- Home health care and in-home supportive services
- Community health workers, including promotoras
- Public health field staff
- Primary care clinics, including Federally Qualified Health Centers, Rural Health Centers, correctional facility clinics, and urgent care clinics

Phase 1A, Tier 3:

- Specialty health care clinics (i.e., optometry, cardiology, neurology, outpatient, surgery, physical therapy, etc.)
- Laboratory workers
- Dental and other oral health clinics
- Pharmacy staff not working in settings at higher tiers
- Mortuary service industry

If you meet the eligibility requirements for Phase 1A, you can register to get vaccinated at:

<https://covid19.tularecounty.ca.gov/covid-19-vaccine/tulare-county-covid-19-vaccine-phase-1a/>

Those receiving vaccines in Phase 1A will be required to show proof of eligibility with either of the following: employer ID badge, employer payment stub, or official letter from employer.

Vaccinating Next – Phase 1B and Phase 1C

Currently, Tulare County Public Health is ONLY vaccinating those who are eligible in Phase 1A.

Once COVID-19 vaccine supply expands and those who qualify for Phase 1A have been vaccinated,



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

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Tulare County Public Health will begin vaccinating residents that meet the requirements of distribution to Phase 1B and Phase 1C of the COVID-19 Vaccine Distribution Plan. Phase 1B and Phase 1C include the following:

Phase 1B

Phase 1B, Tier 1:

- Individuals aged 75 years and older
- Essential workers in the following sectors: education, childcare, emergency services, and food and agriculture

Phase 1B, Tier 2:

- Individuals aged 65-74 years of age
- Essential workers in the following sectors: transportation and logistics; industrial, commercial, residential, and sheltering facilities and services; critical manufacturing
- Congregate settings: incarceration facilities and homeless

Phase 1C

- Individuals 50-64 years of age
- Persons aged 16 – 64 years with high-risk medical conditions
- Essential workers in the following sectors: water and wastewater; defense; energy; chemical and hazardous materials; communications and IT; financial services; government operations/community-based essential functions

Tulare County COVID-19 Vaccine Interest Form

Tulare County residents who don't qualify for Phase 1A can inform County health officials of their intent to get vaccinated for COVID-19 by completing the Tulare County COVID-19 Vaccine Interest Form.

Residents can sign up for vaccine notifications of when they are eligible and where they can go to get vaccinated by completing the Tulare County COVID-19 Vaccine Interest Form online at:

<https://arcg.is/0KKez4>.

Until the COVID-19 vaccine is widely available, it is imperative to reduce the spread of COVID-19 in Tulare County by practicing both social and physical distancing of six feet or more between persons and not participating in social gatherings of any kind. Residents must always wear a face mask or covering while in environments where physical distancing is not possible and while in public settings. In addition, everyone is encouraged to frequently wash their hands with soap and water for at least 20 seconds or use hand sanitizer, regularly disinfect high-touch surfaces, and stay home if you are sick or instructed to isolate/quarantine by a medical or public health professional.

For more information about COVID-19, visit www.tchhsa.org/ncov and www.covid19.tularecounty.ca.gov

###

VACCINATING NOW

PHASE 1A

Persons at risk of exposure to SARS-CoV-2 through direct health care or long-term care settings.

TIER 1

- Acute care, psychiatric, and correctional facility hospital staff
- Skilled nursing facilities, assisted living facilities, special needs group living equivalent
- Paramedics, EMTs, and others providing emergency medical services
- Dialysis centers
- Residents in long-term care settings
- Staff of residential and inpatient substance abuse disorder treatment and mental health facilities

TIER 2

- Intermediate care facilities staff
- Home health care and in-home supportive services
- Community health workers including promotoras
- Public health field staff
- Primary care clinics, including federally qualified health centers, rural health centers, correctional facility clinics, urgent care clinics

VACCINATING NEXT

PHASE 1B

- Persons aged 75 years and older
- Frontline essential workers

PHASE 1C

- Persons ages 65 to 74 years
- Persons ages 16 to 64 years

Overview of the Emergency Rental Assistance Program

Background

On December 27, 2020 the federal Consolidated Appropriations Act 2021 was signed into law and \$25 billion was allocated to the United States Treasury (UST) for the Emergency Rental Assistance Program (ERAP) to assist households that are unable to pay rent or utilities due to the COVID-10 pandemic. California received \$2.6 of the federal ERAP funds. To implement these rental assistance resources, the state of CA worked with state legislation to develop a programmatic framework to ease administration burden and deploy these resources to those most in need.

On January 28th, the Legislature approved SB 91. This bill extended the eviction protections and created a mechanism to deploy the \$2.6 billion in ERAP resources to assist struggling tenants and landlords impacted by COVID-19. The bill allocated \$1.5 billion to the state and \$1.1 billion directly to local governments with populations with more than 200,000. The bill establishes the criteria and prioritization for use of the state-administered rental assistance funding from the federal bill.

Local governments with populations of 200,000 and greater that received a direct allocation of funding for rental assistance from the federal government could also qualify for block grant funding from the state's \$1.5 billion share. Counties were given the option to take the funds and administer their own program or to participate in the state-administered program. Tulare County has opted to participate in the state administered program. The state administered program will be managed centrally by the Local Initiatives Support Corporation (LISC).

Under state statute the rental assistance program is to be implemented by March 15, 2021. Ninety percent of the funding is to be directed towards financial assistance and ten percent for administration of the program.

Program Requirements

While not a full comprehensive list, the key program requirements include the following:

- For those landlords who agree to participate, funding will be available to pay up to 80 percent of an eligible household's unpaid rent accumulated from April 2020 through March 2021, provided that the landlord agrees to forgive the remaining 20 percent.
- In cases where the landlord chooses not to participate, tenants can apply for assistance for rental arrears, but are be limited to compensation of 25% of the eligible household's unpaid rent accumulated from April 2020 through March 2021 which will be paid to the landlord. The program also allows for prospective payments of 25% of the monthly rent for the months of April, May, and June 2021.
- Funds are to be administered in a least three rounds to eligible households. Prioritizing: (1) those households under 50% of the area median income (AMI) or unemployed for 90 days; (2) Below 80% AMI and in communities disproportionately affected by COVID-19 (as determined by the Department of Housing and Community Development); (3) Below 80% AMI not included in round 1 and 2.
- The top priority for the use of assistance funding would be rental arrears; followed by prospective rent payments, utility payments (both arrears and prospective payments)

LISC and Local Partnership

Given the rapid implementation timeframes, the one-time nature of these funds, among other considerations, the State believed that a central administrative structure would be most effective in deploying these resources in an effective and compliant manner. They contracted with LISC to administering the Emergency Rental Assistance Program (ERAP). LISC will be responsible in providing the following support and oversight:

- State outreach and education campaign with adaptability for local messaging.
- Standardized, federally consistent application and eligibility criteria, accessible to both landlords and tenants.
- Contracted solution with a state-wide network, including rural areas.
- Robust, multi-lingual client support and technical assistance.
- Processing of Applications (input, review, verification, fraud control, notifications to tenant and landlord, verification of accounts, disbursement of payment, reporting per state and federal government requirements, downstream audit management).
- Central privacy protections and fraud control.
- Management of duplication of benefits in accordance with the Consolidated Appropriations Act, 2021.
- Application portal to begin receiving applications from landlords and tenants.

LISC is seeking nonprofit and community-based organizations with capacity to provide local on-the-ground support to residents to help them access rental assistance. LISC will work with local partners and organizations within Tulare County to ensure all potential applicants know about the ERAP and receive the needed program assistance.

There are three tiers of partnership: Tier 1-Promotion, Tier 2-Outreach, and Tier 3-Technical Assistance. Local partners who want to partner with LISC will need to submit an application. Partner requirements include:

- Registered non-profits and quasi-government entities providing services to residents in communities served by this program
- Must have an EIN
- Must have a DUNS number
- Must be active on the CA Secretary of State website
- Must be registered on SAM website
- If applicable, non-profits must have actively filed 990 Forms

Organizations that do not have the above information are not eligible for Tier 2 and Tier 3 partnership but may still apply under the Tier 1 program. All applicants will be considered based on capacity to successfully reach their proposed community. Tier 2 and 3 will also be evaluated based on ability to successfully administer federal funds. First round of applications were due Monday, February 22. However, ongoing applications can still be submitted after the 22nd and will be reviewed on an ongoing basis throughout the program. To apply go to <https://lisc.tfaforms.net/308>

Eviction Protections

- SB 91 extends the states current eviction moratorium for tenants unable to pay rent due to COVID related financial hardships, as established under AB 3088, by five months, from January 31, 2021 through June 30, 2021.
- Tenants must continue to pay 25% of their rental obligations, as required under AB 3088, through June 30, 2021. During this time as tenants continue to pay at least 25% of their rent, then they are protected from eviction for any unpaid rent that has accumulated through June 30 and it can never be used as the basis for eviction. The 25% may be paid monthly or as a lump sum by June 30, 2021.



State of California—Health and Human
Services Agency
**California Department of
Public Health**



February 19, 2021

TO: All Californians

SUBJECT: Outdoor and Indoor Youth and Recreational Adult Sports

Note: The following guidance takes effect on February 26, 2021. See the current guidance in effect until then.

Summary

COVID-19 continues to pose a severe risk to communities and requires all people in California to follow recommended precautions. This guidance provides direction on outdoor and indoor youth and recreational adult sports activities to support a safe environment for these sports. The guidance applies to all **organized** youth sports and recreation— including school- and community-sponsored programs, and privately-organized clubs and leagues — and adult recreational sports (hereafter youth and adult sports). This guidance does not apply to collegiate or professional sports. Additionally, this guidance does not apply to community events, such as marathons, half-marathons, and endurance races.

Inter-team competitions (i.e., between two teams) resumed in California beginning January 25, 2021. **The guidelines outlined in this document shall take effect on February 26, 2021.**

The status of return-to-competition is subject to change at any time given the level of COVID-19 transmission in California.

Sports Risk Profiles

In general, the more people from outside their household with whom a person interacts, the closer the physical interaction is, the greater the physical exertion is, and the longer the interaction lasts, the higher the risk that a person with COVID-19 infection may spread it to others.

Youth and adult sports include varied activities that have different levels of risk for transmission of COVID-19. Outdoor activities present significantly lower risk of transmission relative to comparative indoor activities, based on current scientific evidence. Competition between different teams also increases mixing across groups and outside of communities, which also contributes to the potential for spread of COVID-19 disease.

Youth and adult sports are classified below by their level of contact and transmission risk. This classification applies to competition or training/practice with others. It does not apply to individual conditioning or exercise.

The Tables below are not exhaustive, but provide examples of sports with different levels of contact so that the level of risk can be assessed for other sports.

Low-Contact Sports

Individual or small group sports where contact within six feet of other participants can be avoided. Some of these sports have relatively low exertion rates that allow for consistent wearing of face coverings when within six feet of other people.

Moderate-Contact Sports

Team sports that can be played with only incidental or intermittent close contact between participants.

High-Contact Sports

Team sports with frequent or sustained close contact (and in many cases, face-to-face contact) between participants and high probability that respiratory particles will be transmitted between participants.

Factors Affecting the Risk of Transmission

- Risk increases when face coverings are not worn, and physical distancing is not maintained.
- Risk increases with increasing levels of contact between participants; closer contact (particularly face-to-face contact), and the frequency and total duration of close contact, increases the risk that respiratory particles will be transmitted between participants.
- Risk increases with greater exertion levels; greater exertion increases the rate of breathing and the quantity of air that is inhaled and exhaled with every breath.
- Risk increases with mixing of cohorts and groups, particularly when from different communities (during or outside of sports play); mixing with more people increases the risk that an infectious person will be present.

General Guidance for Youth and Adult Sports Participants, Coaches, and Support Staff

It should be noted that local health departments and school districts may have stricter rules and should be consulted to confirm what is allowed.

General Requirements for All Sports:

Irrespective of setting (outdoor or indoor) case rate or sport played, the following general guidance requirements must be adhered to at all times:

- Face coverings to be worn when not participating in the activity (e.g., on the sidelines).
- Face coverings to be worn by coaches, support staff and **observers** at all times, and in compliance with the CDPH Guidance for the Use of Face Coverings.
- Observers maintain at least 6 feet from non-household members.
- No sharing of drink bottles and other personal items and equipment.
- Mixing with other households prior to and post any practice or competition must strictly adhere to current gathering guidance.
- Limit indoor sports activities (practice, conditioning) to comply with capacity limits (which shall include all athletes, coaches, and observers) indicated in current CDPH Gym & Fitness Center Guidance Capacity.

- Associated indoor activities for the team (e.g., dinners, film study) are prohibited if engaged in competition given evidence that transmission is more likely to occur in these indoor higher risk settings.
- Teams must not participate in out-of-state games and tournaments; several multistate outbreaks have been reported around the nation, including California residents.

Limitations on Observers

- Limit observation of youth sports (age 18 years and under) to immediate household members, and for the strict purpose of age appropriate supervision. This includes observation of practice and competition. Limit number of observers to ensure physical distance can be maintained, reduce potential crowding, and maintain indoor and outdoor capacity limits.
- Consider Video streaming of games so that they can be watched "live" from home
- For adult sports, spectators are not permitted at this time.

Limitations for Inter-Team Competitions and Tournaments

- Inter-team competitions, meets, races, or similar events are permitted to occur only if (a) both teams are located in the same county and the sport is authorized in the Tables below; or (b) teams are located in immediately bordering counties and the sport is authorized in both counties in the Tables below.
 - The county-based authorizations outlined in the Table below apply to the locations/counties in which the teams, schools, clubs, leagues, and similar organizations are functionally based (e.g., where the players reside, where facilities are located, etc.).
 - Local Health Departments to be notified of any cross county competitions within their jurisdiction and reserve the right under their own discretion to deny the competition at any time in their jurisdiction. Teams participating in cross county competitions will follow the more stringent rules if the participating teams are coming from counties that may be at different case rate thresholds.
- Teams adhere to current CDPH Travel Advisory recommendations when determining travel for competition in neighboring counties.
- No tournaments or events that involve more than two teams to occur. Exceptions may be made, with authorization from the local health department where the event is being held and each of the local health departments where teams originate from, for sports where individual competitors from multiple teams are routine such as: track and field; cross-country; golf; skiing/snowboarding; tennis; swimming/diving/surfing; biking and equestrian events.
- Only one competition, per team, per day maximum to be played.

Permitted Youth and Recreational Adult Sports by Case Rate Threshold

- Physical conditioning, practice, skill-building, and training that can be conducted outdoors, with 6 feet of physical distancing, and within stable cohorts are authorized regardless of case rate or sport. Such activities may be conducted indoors consistent with restrictions by Tier in the Gym & Fitness Center Guidance Capacity.

Other General Guidance

Below are other general guidance that are strongly encouraged as part of any participation in sport. Depending on risk level (high or moderate) and county case rates, these general guidance may be **required** for play of outdoor sports in less restrictive tiers, as specified below.

Face Coverings

- Face coverings worn by participants during practice, conditioning and during competition, even during heavy exertion as tolerated. See the American Academy of Pediatrics Interim Guidance on Return to Sports [1] for specific exceptions where the face covering may become a hazard.

Physical Distancing

- Maintain at least six feet of distance between sport participants and others to the maximum extent possible, including when on the sidelines.

- Maintain at least 6 feet of distance between coaches and participants and facilitate physical distancing between participants to the maximum extent possible (e.g., staggered starts instead of mass starts for races).

Informed Consent

- Due to the nature and risk of transmission while participating in Outdoor High-Contact and Moderate-Contact sports, provide information regarding risk to all parents/guardians of minors participating in such sports, and have each parent sign an informed consent indicating their understanding and acknowledgement of the risks indicated herein.

Testing

- Unless required as noted below, regular and postseason antigen or PCR testing of sports participants and coaches weekly while participating in Outdoor High-Contact sports is strongly encouraged. If competing, testing performed with test results made available within 24 hours of play.

Hygiene and Equipment Sanitation

- When equipment is shared during an activity, participants perform hand hygiene (wash hands with soap and water or use an alcohol-based hand sanitizer) before play, during breaks, at half time, and after the conclusion of the activity.
 - Balls or other objects or equipment can be touched by multiple players during practice and play if the above hand hygiene practices are followed.

Limitations on Mixing by Participants

- Limit participation by athletes and coaches during practice and competition to one team, and refrain from participating with more than one team over the same season or time period. For larger teams, limit mixing by establishing stable smaller training groups for drills and conditioning.
- Review practice or game footage virtually, to the greatest extent possible. If not feasible, then it should be conducted outdoors, with all participants wearing face coverings and following appropriate physical distancing measures.

Indoor Venue Capacity Limitations

- Ventilation in indoor venues (gyms or other fitness centers) increased to the maximum extent possible.

Travel Considerations

- Bus/van travel for members of a team may pose a greater risk. To mitigate COVID-19 transmission risk during bus/van travel, employ universal masking, physical distancing and windows to remain open the full duration of the trip unless not feasible.
- Plan for proper communication of all travel rules, protocols and expectations to everyone in the travel party. When feasible, teams should aim to travel and play the same day to avoid overnight stays.
- Travel by private car limited to only those within the immediate household.

Returning to Sports After Infection

- No one with symptoms of COVID-19 or who is in isolation or quarantine for COVID-19 is permitted to attend practices or competitions.
- Anyone with symptoms of COVID-19 should consult their physician for testing and notify their coach, athletic trainer and/or school administrator of their symptoms and test results.
- Youths recovering from COVID-19 will have different paths to return to sports based on the severity of their illness. See the American Academy of Pediatrics Interim Guidance on Return to Sports [1] for additional guidance for more serious infections.

Vaccination of Eligible Households

- Sports participants, including coaches and support staff, are strongly encouraged to be vaccinated once eligible as vaccines will protect residents and reduce the likelihood of transmission from infected persons to others.

Table: Youth and Adult Recreational Sports* Permitted by Current Tier of County

Widespread Tier (Purple)	Substantial Tier (Red)	Moderate Tier (Orange)	Minimal Tier (Yellow)
1	2	3	4
Outdoor low-contact sports • Archery • Badminton (singles) • Biking • Bocce • Corn hole • Cross country • Dance (no contact) • Disc golf • Equestrian events (including rodeos) that involve only a single rider at a time • Fencing • Golf • Ice and roller skating (no contact) • Lawn bowling • Martial arts (no contact) • Physical training programs (e.g., yoga, Zumba, Tai chi) • Pickleball (singles) • Rowing/crew (with 1 person) • Running • Shuffleboard • Skeet shooting • Skiing and snowboarding • Snowshoeing • Swimming and diving • Tennis (singles) • Track and field • Walking and hiking	Outdoor moderate-contact sports • Badminton (doubles) • Baseball • Cheerleading • Dodgeball • Field hockey • Gymnastics • Kickball • Lacrosse (girls/women) • Pickleball (doubles) • Softball • Tennis (doubles) • Volleyball	Outdoor high-contact sports • Basketball • Football • Ice hockey • Lacrosse (boys/men) • Rugby • Rowing/crew (with 2 or more people) • Soccer • Water polo Indoor low-contact sports • Badminton (singles) • Curling • Dance (no contact) • Gymnastics • Ice skating (individual) • Physical training • Pickleball (singles) • Swimming and diving • Tennis (singles) • Track and field • Bowling	Indoor moderate-contact sports • Badminton (doubles) • Cheerleading • Dance (intermittent contact) • Dodgeball • Kickball • Pickleball (doubles) • Racquetball • Squash • Tennis (doubles) • Volleyball Indoor high-contact sports • Basketball • Boxing • Ice hockey • Ice skating (pairs) • Martial arts • Roller derby • Soccer • Water polo • Wrestling

***Play in Less Restrictive Tiers: Outdoor High-Contact Sports**

Outdoor high-contact sports (orange tier) can be played in the purple or red tier with an adjusted case rate equal to or less than 14 per 100,000 under the following conditions:

Implement and strictly adhere to the following additional general guidance:

- Informed Consent
- Testing – antigen or PCR (regular and postseason antigen or PCR testing of sports participants and coaches weekly. If competing, testing performed with test results made available within 24 hours of play)

Note: The testing requirement above shall only apply in the following situations:

- For football, rugby and water polo as these are high contact sports that are likely to be played unmasked, with close, face to face contact exceeding 15 minutes.
- When adjusted case rates for the county are between 14-7 per 100,000.
- For sport participants 13 years of age or above as evidence shows that younger children do not seem to be major sources of transmission—either to each other or to adults.
- *If more than 50% of a team's participants are less than the age of 13 (and are not required to test per the above), then the entire team is exempted from the testing requirement. Coaches, however, will still be required to meet the testing requirement.

Additional general guidance that should be implemented to the greatest extent possible and are strongly encouraged

- Face Coverings (during play)
- Physical Distancing (during play)
- Testing – antigen or PCR
- Hygiene and Sanitation
- Limitations on mixing by participants
- Travel Considerations

***Play in Less Restrictive Tiers: Outdoor Moderate-Contact Sports**

Outdoor moderate-contact sports (red tier) can be played in the purple tier with an adjusted case rate equal to or less than 14 per 100,000 under the following conditions:

Implement and strictly adhere to the following additional general guidance:

- Informed Consent

Additional general guidance that should be implemented to the greatest extent possible and are strongly encouraged

- Face Coverings (during play)
- Physical Distancing (during play)
- Hygiene and Sanitation
- Limitations on mixing by participants
- Travel Considerations

If competition for high- and moderate-contact sports is permitted to resume in a county pursuant to this updated guidance, competition is not required to cease if the county's adjusted case rate exceeds the 14 per 100,000 threshold.

[1] American Academy of Pediatrics COVID-19 Interim Guidance: Return to Sports web page (services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-interim-guidance-return-to-sports)

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Department Website (cdph.ca.gov)



Blueprint for a Safer Economy

Activity and Business Tiers

April 12, 2021

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Critical Infrastructure	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Gatherings * - Social, informal gatherings - No defined guest list required - No testing or vaccination required	Current: Outdoor gatherings only with modifications • Max 3 households Effective April 15, 2021 Outdoor only • Max 3 households	Current: Indoor gatherings strongly discouraged, allowed with modifications • Max 3 households Effective April 15, 2021 Outdoor • Max 25 people Indoor • Indoor gatherings strongly discouraged, allowed with modifications (no food/drink except when following the standards in the guidance)	Current: Indoor gatherings strongly discouraged, allowed with modifications • Max 3 households Effective April 15, 2021 Outdoor • Max 50 people Indoor • Indoor gatherings strongly discouraged, allowed with modifications (no food/drink except when following the standards in the guidance)	Current: Indoor gatherings strongly discouraged, allowed with modifications • Max 3 households Effective April 15, 2021 Outdoor • Max 100 people Indoor • Indoor gatherings strongly discouraged, allowed with modifications (no food/drink except when following the standards in the guidance)

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
		Max 25% capacity in settings where capacity limits exist and up to 3 households or 10 people	Max 25% capacity in settings where capacity limits exists or 25 people or whichever is fewer	Max 50% capacity in settings where capacity limits exist or 50 people or whichever is fewer
Private Events ** (meetings/receptions/ conferences) Required mitigation measures: - Purchased tickets or defined guest list - Seating chart/Assigned seating - Testing and vaccination can increase capacity - No intermingling of multiple private events	Effective April 15, 2021 Outdoor only - Maximum 25 people - If all guests are tested or show proof of full vaccination: Max 100	Effective April 15, 2021 Outdoor - Maximum of 50 people - If all guests are tested or show proof of full vaccination: Max 200 Indoor - If all guests are tested or show proof of full vaccination: Max 100 people	Effective April 15, 2021 Outdoor - Maximum of 100 people - If all guests are tested or show proof of full vaccination: Max 300 Indoor - If all guests are tested or show proof of full vaccination: Max 150 people	Effective April 15, 2021 Outdoor - Maximum of 200 people - If all guests are tested or show proof of full vaccination: Max 400 Indoor - If all guests are tested or show proof of full vaccination: Max 200 people

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Indoor Seated Live Events and Performances **	Closed	Effective April 15, 2021: All venues: - In-state visitors only, check for current CDPH Travel Advisory in effect - Weekly worker testing program - All tickets delivered digital, advanced purchase only - Pre-designated eating area (no eating/drinking allowed in seats) – 6 feet of distance. - Suites 25% capacity, max three households. Venues: 0-1,500 - Maximum 10% or 100 people 25% if all guests are tested or show proof of full vaccination	Effective April 15, 2021 All venues: - In-state visitors only, check for current CDPH Travel Advisory in effect - Weekly worker testing program - All tickets delivered digital, advanced purchase only - Pre-designated eating area (no eating/drinking allowed in seats) – 6 feet of distance. - Suites 25% capacity, max three households. Venues: 0-1,500 - Maximum 15% or 200 people 35% if all guests are tested or show proof of full vaccination	Effective April 15, 2021 All venues: - In-state visitors only, check for current CDPH Travel Advisory in effect - Weekly worker testing program - All tickets delivered digital, advanced purchase only - Pre-designated eating area (no eating/drinking allowed in seats) – 6 feet of distance. - Suites 25% capacity, max three households. Venues: 0-1,500 - Maximum 25% or 300 people 50% if all guests are tested or show proof of full vaccination

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
		Venues: 1,501 and above 20% if all guests are tested or show proof of full vaccination	Venues: 1,501 and above 10% capacity or 2000, whatever is fewer; with modifications, and no eating/drinking 35% if all guests are tested or show proof of full vaccination	Venues: 1,501 and above 10% capacity or 2000, whatever is fewer; with modifications, and no eating/drinking 50% if all guests are tested or show proof of full vaccination
Limited Services	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Outdoor Playgrounds & Outdoor Recreational Facilities	Open with modifications	Open with modifications	Open with modifications	Open with modifications
Hair Salons & Barbershops	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
All Retail (including critical infrastructure, except standalone grocers)	Open indoors with modifications Max 25% capacity	Open indoors with modifications Max 50% capacity	Open indoors with modifications	Open indoors with modifications

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Shopping Centers (Malls, Destination Centers, Swap Meets)	Open indoors with modifications • Max 25% capacity • Closed common areas • Closed food courts	Open indoors with modifications • Max 50% capacity • Closed common areas • Reduced capacity food courts (see restaurants)	Open indoors with modifications • Closed common areas • Reduced capacity food courts (see restaurants)	Open indoors with modifications • Reduced capacity food courts (see restaurants)
Personal Care Services	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications	Open indoors with modifications
Museums, Zoos, and Aquariums	Outdoor only with modifications	Open indoors with modifications • Indoor activities max 25% capacity	Open indoors with modifications • Indoor activities max 50% capacity	Open indoors with modifications
Places of Worship^	• Outdoor encouraged • Indoor strongly discouraged, allowed with modifications • Max 25% capacity	Open indoors with modifications • Max 25% capacity	Open indoors with modifications • Max 50% capacity	Open indoors with modifications • Max 50% capacity
Movie Theaters	Outdoor only with modifications	Open indoors with modifications • Max 25% capacity or 100 people, whichever is fewer	Open indoors with modifications • Max 50% capacity or 200 people, whichever is fewer	Open indoors with modifications • Max 50% capacity

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Hotels and Lodging	Open with modifications	Open with modifications +Fitness centers (+10%)	Open with modifications +Fitness centers (+25%) +Indoor pools	Open with modifications +Fitness Centers (50%) +Spa facilities etc.
Gyms and Fitness Centers	Outdoor only with modifications	Open indoors with modifications - Max 10% capacity +Climbing walls	Open indoors with modifications - Max 25% capacity +Indoor pools	Open indoors with modifications - Max 50% capacity +Saunas +Steam rooms
Restaurants	Outdoor only with modifications	Open indoors with modifications Max 25% capacity or 100 people, whichever is fewer	Open indoors with modifications Max 50% capacity or 200 people, whichever is fewer	Open indoors with modifications Max 50% capacity
Wineries, Breweries and Distilleries	Outdoor only with modifications - Reservations 90-minute time limit - Seating/tables only - Limited hours (service for on-site consumption closed by 8 pm)	Outdoor only with modifications - Reservations 90-minute time limit - Seating/tables only - Limited hours (service for on-site consumption closed by 8 pm)	Open indoors with modifications Max 25% capacity indoors, or 100 people, whichever is fewer	Open indoors with modifications Max 50% capacity or 200 people indoors, whichever is fewer

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Bars (where no meal provided; follow restaurant guidance where meal is provided)	Closed	Closed	Open outdoors with modifications	Open indoors with modifications Max 25% capacity indoors, or 100 people, whichever is fewer
Family Entertainment Centers ***	Outdoor only with modifications	Outdoor only with modifications	Indoor - Max 25% capacity 50% if all guests are tested or show proof of full vaccination With modifications 100% masking except for food and beverage service - Food/beverage consumption must be restricted to designated areas separated from activity area - Service of alcohol without meals must follow bar guidance (outdoor only)	Indoor - Max 50% capacity 75% if all guests are tested or show proof of full vaccination With modifications 100% masking except for food and beverage service - Food/beverage consumption must be restricted to designated areas separated from activity area

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Cardrooms, Satellite Wagering	Outdoor only with modifications	Outdoor only with modifications	Open indoors with modifications • Max 25% capacity	Open indoors with modifications • Max 50% capacity
Offices	Remote	Remote	Open indoors with modifications • Encourage telework	Open indoors with modifications • Encourage telework
Outdoor Live Events with Assigned Seats and Controlled Mixing (e.g., sports and live performances)	• 100 people or fewer • Regional visitors (120 miles) • Advanced reservations only • No concessions or concourse sales	• Max 20%, includes suites with 25% occupancy per suite and suites no more than 3 households • Weekly worker testing program • In-state visitors only, check for current CDPH Travel Advisory in effect • Advanced reservations only • Primarily in-seat concessions (no concourse sales)	• Max 33%, includes suites with 25% occupancy per suite • Weekly worker testing program • In-state visitors only, check for current CDPH Travel Advisory in effect • Primarily in-seat concessions (no concourse sales) • Max 67% if all guests are tested or show proof of full vaccination	• Max 67%, includes suites with 25% occupancy per suite • In-state visitors only, check for current CDPH Travel Advisory in effect • Primarily in-seat concessions (no concourse sales)

SECTORS	Tier 1 Widespread (Case Rate >7 and Test Positivity >8%)	Tier 2 Substantial (Case Rate 4-7 and Test Positivity 5-8%)	Tier 3 Moderate (Case Rate 1-3.9 and Test Positivity 2-4.9%)	Tier 4 Minimal (Case Rate <1 and Test Positivity <2%)
Post 2 million doses administered in first Healthy Places Index quartile	CR >10	CR 4-10	CR 1-3.9	CR <1
Post 4 million doses administered in first Healthy Places Index quartile	CR >10	CR 6-10	CR 2-5.9	CR <2
Amusement Parks/ Fairs ****	Closed	• Max 15% • Small Groups - Max 10 people or 3 household groups with no intergroup mixing • Indoor capacity max 15% with time restrictions • No indoor dining • Weekly worker testing program • In-state visitors only, check for current CDPH Travel Advisory in effect • Online ticket purchases only	• Max 25% • Indoor capacity max 25% with time restrictions • Weekly worker testing program • With other modifications • In-state visitors only, check for current CDPH Travel Advisory in effect	• Max 35% • Indoor capacity max 25% with time restrictions • Weekly worker testing program • With other modifications • In-state visitors only, check for current CDPH Travel Advisory in effect
Overnight Sleepaway Camps *****	Closed	Effective June 1, 2021: Open with modifications	Effective June 1, 2021: Open with modifications	Effective June 1, 2021: Open with modifications

Updated on April 12, 2021:

^Location and capacity limits on places of worship are not mandatory but are strongly recommended

*For Gatherings, limits will not be enforced to the extent that they have been enjoined by a court

Updated on April 2, 2021:

*Updated Gatherings effective April 15, 2021

**Added private events and indoor seated live events and performances effective April 15, 2021

***Updated Family Entertainment Centers

****Added Fairs to Amusement Parks

Updated on March 11, 2021:

*****Regardless of trigger being met, these activities (overnight sleepaway camps) cannot begin any sooner than June 1, 2021.

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.



State of California—Health and Human
Services Agency
**California Department of
Public Health**



May 21, 2021

TO: All Californians

SUBJECT: Beyond the Blueprint for Industry and Business Sectors - Effective June 15

Related Materials: Beyond the Blueprint Q&A

When California fully reopens the economy, the state will move beyond the Blueprint for a Safer Economy. Beginning June 15, all sectors listed in the current Blueprint Activities and Business Tiers Chart may return to usual operations (with the limited exceptions noted below for Mega Events) based on the following general public health recommendations:

	Restrictions Applying to Indoor & Outdoor Settings
Vaccine Verification / Negative Testing	Required for Indoor mega events Recommended for Outdoor mega events
Capacity Limitations	No restrictions
Physical Distancing	No restrictions for attendees, customers and guests
Masking	Follow current CDPH Guidance for Face Coverings
Travelers	Follow CDC recommendations and CDPH Travel Advisory

Employers are subject to the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards (ETS), if applicable to them.

Limited Exceptions for Mega Events:

Mega Events are characterized by large crowds greater than 5,000 (indoors) and 10,000 (outdoors) attendees. Mega Events may have either assigned or unassigned seating, and may be either general admission or gated, ticketed and permitted events.

Mega Events are considered higher risk for COVID transmission because:

- Participants and attendees are spending extensive periods of time physically close to large numbers of people they don't usually interact with.
- The frequency and total duration of close contact between attendees is increased, thereby increasing the risk that respiratory particles will be transmitted between attendees and participants.
- They draw from beyond the nearby community and will often draw attendees and participants from other states and countries who may be infected with more infectious COVID variants.
- Effective contact tracing may be difficult given the number of potential uncontrolled mixing between groups and attendees and the nature of the events.
- **For Indoor Mega Events (example: conventions/conferences/expos/sporting events and concerts):**
 - In addition to the general public health recommendations:
 - Verification of fully vaccinated status** or pre-entry negative test* result is required of all attendees.
 - Information will be prominently placed on all communications, including the reservation and ticketing systems, to ensure guests are aware of testing and vaccination requirements (including acceptable modes of verification).
 - Attendees must follow CDPH Guidance for Face Coverings.
- **For Outdoor Mega Events (example: music or food festivals/car shows/large endurance events and marathons/parades/sporting events and concerts):**
 - In addition to the general public health recommendations:
 - Verification of fully vaccinated status or pre-entry negative test result is strongly recommended for all attendees. Attendees who do not verify vaccination status should be asked to wear face coverings.
 - Attendees must follow CDPH Guidance for Face Coverings.
 - Information will be prominently placed on all communications, including the reservation and ticketing systems, to ensure guests are aware that the State strongly recommends that they be fully vaccinated, obtain a negative COVID-19 test prior to attending the event, or wear a face covering.
 - Venues are required to make available masks for all attendees.
- **Additional recommendations for sponsors of Mega Events:**
 - Encourage everyone to get vaccinated when eligible.
 - Facilitate increased ventilation of indoor spaces (i.e., open all windows and doors to increase natural air flow), following current CDPH and CalOSHA guidance.
 - Encourage everyone to sign up for CA Notify as an added layer of protection for themselves and the community to receive alerts when they have been in close contact with someone who tests positive for COVID-19.
 - Convey the risk of attending large crowded events where the vaccine status of others in attendance may be unknown to the individuals.

- Convey the risk of attending large crowded events for populations that may not currently be eligible for vaccination, or may be immunocompromised and whose vaccine protection may be incomplete.
- Encourage all venues along any parade or event route to provide outdoor spaces for eating/drinking/congregating to reduce the risk of transmission in indoor settings.

The requirements and recommendations for negative testings / vaccine verification will be in place effective **June 15, 2021 through October 1, 2021**. The state will assess conditions by September 1, 2021, to determine whether updated requirements or recommendations are needed beyond October 1, 2021.

CDPH will continue to provide updated guidance for youth, healthcare and high-risk congregate settings.

*** Pre-entry negative testing**

1. Definition: Testing must be conducted within 72 hours before event start time (both PCR and antigen are acceptable). Results of the test must be available prior to entry into the event or venue.
2. Verification: The following are acceptable as proof of a negative COVID-19 test result: printed document (from the test provider or laboratory) OR an email or text message displayed on a phone from the test provider or laboratory. The information should include person's name, type of test performed, and negative test result (date of test must be within prior 72 hours). Businesses and venue operators may also utilize self-attestation at point of registration, during ticket purchase or on the day of the event prior to entry into the venue.

**** Fully vaccinated**

1. Definition: See current CDPH Guidance for Fully Vaccinated Persons for definitions, acceptable vaccines, and updates on additional vaccines as they are approved.
2. Verification: The following are acceptable as proof of full vaccination: Vaccination card (which includes name of person vaccinated, type of vaccine provided and date last dose administered) OR a photo of a vaccination card as a separate document OR a photo of the attendee's vaccine card stored on a phone or electronic device OR documentation of vaccination from a healthcare provider. Businesses and venue operators may also utilize self-attestation at point of registration, during ticket purchase or on the day of the event prior to entry into the venue.

Originally Published on May 21, 2021

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)





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.

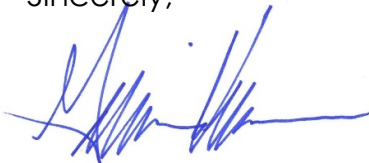
I ask you to join my Administration in promoting public health and economic recovery by taking the steps within your authority to continue to allow expanded outdoor dining opportunities. You are uniquely positioned and

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.

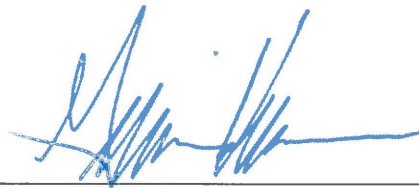
61) Executive Order N-03-21, Paragraph 3, is withdrawn and replaced by the following text:

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

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	AS OF 6/30/2021	Mar20-Jun21 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	503,738.18	347,795.84
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	292,298.48	121,113.86
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	262,132.97	106,961.14
	<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>1,058,169.63</u>	<u>575,870.84</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	AS OF 6/30/2021		
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	145,220.36		
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	79,685.93		
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	71,125.34		
	<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>	<u>296,031.63</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>	<u>1,354,201.26</u>		